

South Bay Cities Council of Governments

SBCCOG Board of Directors' Meeting Thursday, January 28, 2021 @ 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, January 28, 2021 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/tJlld-uorDsqhEYyjlRrAPN_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

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. **November 19 and November 30 Board Meeting Minutes (attachments) – Approve (Pages 3-12)**
 - B. **Contract Amendment with Water Replenishment District (attachment) – Approve (Pages 13-51)**
 - C. **Contract Renewal with GSE Solutions (attachment) – Approve (Pages 53-62)**
 - D. **Legislative Matrix with bills of interest (attachment) – Receive and file (Pages 63-64)**
 - E. **2019-2020 Audit – <https://www.southbaycities.org/about-us/financial-documents> – Receive and file**
 - F. **Actions of Steering Committee since last Board meeting (attachment) – Receive and file (Page 65)**

G. Monthly Reports – Receive and File

- 1. South Bay Environmental Services Center Report** (*attachment*) (**Pages 67-72**)
- 2. Transportation Report** (*attachment*) (**Pages 73-78**)
- 3. Reports from Outside Agencies** (*attachments for each at end of the agenda*)
 - a. League of California Cities & La Division Legislative Committee (Bea Dieringer & Jeff Kiernan) (**Pages 91-95**)
 - b. SCAG Regional Council (Drew Boyles, Mark Henderson, James Gazeley) (**Pages 97-102**)
 - c. Metro Service Council Report (Don Szerlip) (**Pages 103-104**)
 - d. South Bay Association of Chambers of Commerce (Olivia Valentine) (**Pages 105-106**)

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

- A. Los Angeles World Airports Draft EIR on landside improvements** (6:15 pm)
- B. Listening Session with SCAG President Rex Richardson** (6:35 pm)
- C. Proposed Initiative Dealing with Local Control re: Zoning** (6:55 pm)
 1. Redondo Beach Mayor Bill Brand

VIII. TRANSPORTATION REPORTS (7:10 pm)

- A. Metro Report - Board member James Butts/Mike Bohlke/Steve Lantz**
- B. Transportation Committee report – Christian Horvath**
 1. **Letter to Metro re: Recovery Task Force report** (*attachments*) – Approve (**Pages 79-86**)

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (7:20 pm)

- A. Special Assessment for Regional Planner** (*attachments*) – Approve (**Pages 87-90**)
- B. Advocacy re: housing legislation**
- C. General Assembly**
- D. South Bay Fiber Network**
- E. Research re: more local control re: health regulations**
- F. Senior Services**
- G. Homeless Services**
- H. Opportunities to Serve and Annual Form 700s**
- I. Office Warming gifts from members**
- J. Other**
 1. Service Planning Area 8 Update – Nancy Rodriguez, LA County Dept. of Public Health

X. AGENCY REPORTS (7:45 pm)

**NOTE: Oral reports will only be made to clarify or amplify written attachments
(No Attachments received)**

- A. SCAG Committees**
 - i. Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)
 - ii. Energy and Environment (Britt Huff)
 - iii. Transportation (James Gazeley)
- B. South Bay Workforce Investment Board** (Chris Cagle)
- C. Sanitation Districts of Los Angeles County - update on their waste program**
- D. Air Quality Management District** (Joe Buscaino & Denny Shaw)
- E. Santa Monica Bay Restoration Commission** (Bill Brand/vacant)
- F. South Bay Aerospace Alliance** (Olivia Valentine/Rodney Tanaka)
- G. KHRH (Hawthorne Airport) Committee re: Community Impacts** (Olivia Valentine)
- H. California Association of Councils of Governments - CALCOG** (Britt Huff)

XI. UPCOMING EVENTS & ANNOUNCEMENTS

XII. ADJOURNMENT

Next Board meeting - Thursday, February 25, 2021



X: Inactive (missed last 3 meetings in a row)
Inactive Membership is automatically re-instated by attending a meeting

SBCCOG BOARD MEETINGS: ATTENDANCE 2020 - 2021

| City | June - 20 | July – 20 | Aug - 20 | Sep - 20 | Oct – 20 | Nov-20 | Jan - 21 |
|---|-------------------|--------------------|-------------------|------------------|------------|------------------|----------|
| Carson | Hicks | Hicks | Hicks | Hicks | Hicks | Hicks | |
| El Segundo | Boyles | Boyles | | Boyles | Boyles | Boyles | |
| Gardena | Tanaka | Tanaka Francis | Tanaka | Tanaka | | Tanaka | |
| Hawthorne | Valentine | Valentine | Valentine | Valentine | Valentine | Valentine | |
| Hermosa Beach | Armato | Armato | Armato | Armato Massey | Armato | Armato | |
| Inglewood | Franklin Butts | Franklin Butts | Franklin Butts | Franklin | Franklin | Franklin | |
| Lawndale | | | Suarez | Suarez | Suarez | Suarez | |
| Lomita | Gazeley | Gazeley Waronek | | Gazeley | Gazeley | | |
| Los Angeles | Buscaino | | Buscaino | | | | X |
| Manhattan Beach | Stern | Stern | Stern | Stern | Stern | Stern | |
| Palos Verdes Estates | Kao | Kao | Kao | Kao | Kao | Kao | |
| Rancho Palos Verdes | Cruikshank | Cruikshank | Cruikshank | Cruikshank | Cruikshank | Cruikshank | |
| Redondo Beach | Horvath Emdee | Horvath | Horvath | Horvath | Horvath | Horvath | |
| Rolling Hills | Dieringer | Dieringer | Dieringer | | | Dieringer | |
| Rolling Hills Estates | Huff | Huff | Huff | Huff | Huff | Huff Mitchell | |
| Torrance | Chen | Chen | Chen | Chen | Chen | Chen | |
| County of Los Angeles-2nd District | | | | X | X | X | X |
| County of Los Angeles- 4th District | LaMarque | LaMarque | | | LaMarque | | |

| | | | | | | | |
|-------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Number of Active Agencies | 17 | 17 | 17 | 16 | 16 | 16 | 15 |
| Quorum Required (50% +1) | 9 | 9 | 9 | 9 | 9 | 9 | 9 |
| Number of Agencies Attending | 16 | 15 | 14 | 14 | 14 | 14 | 14 |

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
THURSDAY, NOVEMBER 19, 2020
HELD VIRTUALLY VIA ZOOM**

I. CALL TO ORDER

Chair Valentine called the SBCCOG Board of Directors meeting to order at 6:00 pm.

II. VERIFY QUORUM

In attendance were the following voting elected officials:

| | |
|------------------------------|--|
| Cedric Hicks, Carson | Kenny Kao, Palos Verdes Estates |
| Drew Boyles, El Segundo | John Cruikshank, Rancho Palos Verdes (7pm departure) |
| Rodney Tanaka, Gardena | Christian Horvath, Redondo Beach |
| Olivia Valentine, Hawthorne | Bea Dieringer, Rolling Hills |
| Stacey Armato, Hermosa Beach | Britt Huff, Rolling Hills Estates |
| Ralph Franklin, Inglewood | George Chen, Torrance |
| Bernadette Suarez, Lawndale | |
| Hildy Stern, Manhattan Beach | |

Other elected officials in attendance:

| | |
|-----------------------------|--------------------------------------|
| Hany Fangary, Hermosa Beach | Judy Mitchell, Rolling Hills Estates |
|-----------------------------|--------------------------------------|

Also, in attendance were the following persons:

| | |
|-------------------------------------|--|
| Brianne Cohen, Torrance | Colleen Farrell, SBCCOG |
| Shin Furukawa, Torrance | Grace Farwell, SBCCOG |
| Stephano Padilla, AQMD | Laurie Jacobs, SBCCOG |
| Diana Coronado, BIA | Vibha Joshi, SBESC Volunteer |
| Jeff Kiernan, Cal Cities | Kathy Young, SBESC Volunteer |
| Stephen Sawyer, Charter/Spectrum | Patricia Macias, SBESC Volunteer |
| Gina Goodhill, Clean Power Alliance | Grace Peng, SBESC Volunteer |
| Henry Rogers, Pear Strategies | Karen Kanda, SBESC Volunteer |
| Joshua Torres, SCE | Stu Woodward, SBESC Volunteer |
| Michael Huynh, SCE | Daryll Strauss, SBESC Volunteer |
| Faviola Ochoa, SoCalGas | Jacob Hall, SBESC Volunteer |
| Frank Lopez, SoCalGas | Colette Portela, SBESC Volunteer |
| Mike Harriel, SoCalGas | Jon Rodman, SBESC Volunteer |
| Denise Campos, SoCalGas | Bichson Nguyen, SBESC Volunteer |
| Jacki Bacharach, SBCCOG | Daniel Bianca, SBESC Volunteer |
| Kim Fuentes, SBCCOG | Christopher Maloney, Public |
| Steve Lantz, SBCCOG | Holly Osborne, Public |
| Wally Siembab, SBCCOG | James Hannon, Public |
| David Leger, SBCCOG | Gail Shiimoto-Lohr, Public/City of Mission Viejo |
| Natalie Champion, SBCCOG | Erin Ramsey, Public |

III. CONFIRM POSTING OF THE AGENDA BY THE CITY OF TORRANCE

Jacki Bacharach confirmed that the agenda was properly posted in the City of Torrance.

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

Ms. Bacharach requested that the Board add discussion and action on a letter to SCAG to Item X of the agenda. The letter would urge SCAG to convene a closed session of the Regional Council to discuss recommendations of the SCAG RHNA Litigation Committee.

MOTION by Board Member Horvath, seconded by Board Member Hicks, to **ADD** consideration of the letter to SCAG to the agenda. No objection. So ordered. (Board Member Armato was not present for the vote).

V. PUBLIC COMMENT

Public comment was received on item VII-C and item X.

VI. CONSENT CALENDAR

- A. October Board Meeting Minutes** (*attachments*) – **Approved**
- B. Additional Subregional Transportation Funds for the Torrance Transit Park & Ride Terminal Project** (*attachment*) – **Approved**
- C. Extension of PATH Contract** (*attachment*) – **Approved**
- D. Contract with Siembab Corporation** (*attachment*) – **Approved**
- E. SBCCOG Project List Submittal to SCAG for REAP funding** (*attachment*) – **Approved**
- F. Actions of Steering Committee since last Board meeting** (*attachment*) – **Received and Filed**
- G. Monthly Reports – Received and Filed**
 - 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*)
 - a. League of California Cities & LA Division Legislative Committee (Bea Dieringer & Jeffrey Kiernan)
 - b. SCAG Regional Council (Drew Boles, Mark Henderson, James Gazeley)
 - c. SCAG Energy and Environment (Britt Huff)
 - d. South Bay Association of Chambers of Commerce (Olivia Valentine)
 - e. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)

MOTION by Board Member Huff, seconded by Board Member Franklin, to **APPROVE** the Consent Calendar. No objection. So ordered.

VII. PRESENTATIONS

- A. Recognition and thank you to SBESC Volunteers**

The SBCCOG Board of Directors thanked SBESC Volunteers for their service to the organization. A short video was shared. A small thank you gift was mailed to each of the volunteers.
- B. Recognition and thank you to Former SBCCOG Chairs**

The Board Members thanked former SBCCOG Chairs Judy Mitchell, Ralph Franklin, and Jim Osborne for their service to the SBCCOG. Board Members Mitchell and Franklin shared some thoughts and expressed their gratitude for what the organization has accomplished and continues to do. Board Member Suarez announced that Councilmember Osborne was unable to attend the meeting, but sincerely thanked the SBCCOG.
- C. Southern California Gas Balanced Energy Resolution**

Supporters and opponents of the balanced energy resolution made their presentations.

Speaking in support of the resolution Mr. Rogers and Ms. Ochoa explained that adopting the resolution will express the SBCCOG's support for a technology and source neutral, local control approach for California energy sources. There are concerns that statewide mandates to electrify will lead to increased costs, lead to power shortages, and could create significant problems during power outages and/or grid disruptions. Ms. Ochoa added that SoCalGas supports efforts to reduce GHG emissions but feels that these changes should happen on the local level.

Mr. Torres spoke in opposition to the resolution. He explained that the goal of the resolution is to further support for natural gas and work against a clean energy future. He added that the supporters often argue that state goals will force individuals to upgrade existing gas infrastructure, which is untrue. State mandates and accompanying programs offer incentives to individuals, businesses, and municipalities to adopt cleaner electric energy. Environmental groups such as the Sierra Club have come out in opposition to the resolution. Resolutions such as these have been used to fight electric incentives.

Board Member Kao asked why the resolution was needed. Ms. Ochoa explained that it would allow SBCCOG staff to quickly submit position letters on the topic as the Board will have expressed their support for a balanced energy approach.

Board Member Horvath shared that he has concerns over language being used to argue local control to garner support for the resolution. Local control is not being lost and nobody is being forced to replace their gas-powered appliances. He added that goal deadlines of 2045 provide energy companies over 25 years to

meet carbon-neutral status. He recommended the SBCCOG take no position and allow each city to individually choose to support or oppose the resolution.

MOTION by Board Member Horvath, seconded by Board Member Stern, to take **NO POSITION** on the balanced energy resolution.

Board Member Suarez expressed her view that there was no harm in supporting the resolution, noting that it does not require continued use of gas.

Board Member Stern shared that she feels it is an active effort by gas companies to keep gas relevant. Manhattan Beach considered adopting the resolution, but found it to be contradictory to their policies, and did not ultimately vote to support the resolution. She expressed her support for the motion on the table that continues to allow each city to decide their own position.

Public comments were received from the following individuals:

Diana Coronado of the Building Industry Association of Southern California expressed their support for the resolution. It ensures choice and reliability, and they urge the Board to support the resolution.

Gina Goodhill of the Clean Power Alliance urged the Board to not support the resolution and expressed the view that it is being used by Sacramento to advocate against electrification efforts. The argument about choice creates a false equivalency and untrue trade-offs.

Grace Peng of the League of Women Voters (Beach Cities) urged the Board to not support the resolution. Electrification of new homes is “low hanging fruit” in terms of green building construction. Continuing electrification incentives will help those homeowners who wish to replace their gas appliances with electric ones.

Erin Ramsey also urged the Board to vote against the resolution noting it doesn’t protect consumer choice but limits them to old energy sources.

Hearing no more public comment, Chair Valentine called for a vote on the motion to **take no position** on the resolution.

Ayes: Hicks, Boyles, Tanaka, Armato, Stern, Kao, Horvath, Huff
Nays: Valentine, Franklin, Suarez, Dieringer, Chen
Abstentions: none

Motion to take no position passes. So ordered.

VIII. TRANSPORTATION REPORTS

A. Metro Report

Mr. Lantz reported the following items: Metro continues to experience significant revenue shortfalls, although revenue was higher than initially expected; Metro is looking into ways to reduce construction costs; Metro will be considering new revenue sources for their operations, which may include local return or subregional programs.

B. Transportation Committee report

Board Member Horvath announced that the meeting went very quickly and that there was not much to report. Mr. Lantz added that SBCCOG staff is working with city staff to look into project funding shortfalls for current Measure R/M projects and requests for new projects as part of the annual Metro Budget Request process.

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES

A. Consultant Contract for General Assembly logistics (*handout*) – APPROVED

Ms. Bacharach announced that the General Assembly will be held virtually and that SBCCOG staff requires technical assistance to put the large event on. An RFP was issued and staff is recommending Verdical Group. The proposal includes a base set of services, including a list of optional additional services. Ms. Fuentes

added that in addition to hosting the event, the consultant would help staff develop a benefits package to offer sponsors.

Board Member Horvath shared that he was part of the RFP review team and noted several respondents did not follow the directions. Verdical Group not only followed the instructions, but their package of services could help the virtual event be as similar as possible to an in-person event.

Board Member Dieringer asked if it would be possible to approve the agreement at this time but approve the costs at a later time. Ms. Fuentes explained that some of the options offered, particularly involving the sponsor benefits package, are time sensitive and delays could hinder staff's ability to fundraise.

Board Member Horvath added that the amount referenced in the memo is a not-to-exceed amount that would allow staff to select the needed services. There are additional ways to save costs as staff better identifies aspects that could be done in-house as opposed to by the consultant.

Board Member Dieringer cautioned that she was going to approve the recommendation this time but would prefer that full proposals be provided to the Board prior to requesting action. Ms. Bacharach realized that the full proposal was not included in the memo handout and apologized for the oversight.

The handout memo is available here:

https://www.southbaycities.org/sites/default/files/board_directors/meeting/HANDOUT_11-19-20%20GA%20Virtual%20Mgt%20Services%20item.pdf

Verdical Group. No objection. So ordered.

B. Advocacy re: housing legislation

Ms. Bacharach reported that the SBCCOG will begin organizing meetings with legislators (by district). In addition to South Bay representatives, the SBCCOG should also meet with legislative leaders such as Housing Committee Chairs. Several Board Members (Boyles, Tanaka, Valentine, Armato, Cruikshank, Horvath) volunteered to participate in the meetings with their respective representatives.

C. South Bay Fiber Network

Ms. Bacharach reported that the South Bay Fiber Network Working Group met and had over 60 people in attendance. Equinix, one of the two points of presence, presented on their services. Reflecting on the meeting, it appears that the content was too technical, but began to show that by being part of the SBFN, a world of applications become available to cities via the points of presence such as Equinix. Board Member Horvath added that each Board Member should meet with their IT, Public Works, and Community Development Directors to consider ways to take advantage of these options.

Ms. Bacharach also shared that the SBFN Celebration Ceremony took place and was well attended. She took a moment to thank the SBCCOG staff that put together the event.

Board Member Chen shared that he participated and thought it went really well.

D. Police Operations and Public Safety in the South Bay

Chair Valentine asked the Board if they had shared the circulated questions with their police chiefs; if the responses were satisfactory; and if the responses were shared with fellow councilmembers.

Board Member Cruikshank shared that he and Councilmember Alegria met with the Captain of their Sheriff's station who provided written responses to the questions. Those responses have not yet been shared with the whole council but will be soon.

Board Member Boyles shared that his city is still working on responses. The police department was in the process of updating its use of force policy. A Committee was established as part of the city's response to protests over the summer, and that Committee will be getting responses to the questions.

Board Member Chen explained that he shared the questions with their police chief who will be meeting with the City Manager in coming weeks. The current police chief is retiring effective January 8th, so some of the questions may be used as part of the interview process.

Chair Valentine asked if the Board felt it was a useful exercise. Board Member Horvath shared he felt it was very useful and that there was nothing to lose by going down the path of asking these questions.

E. Local Travel Network

Ms. Bacharach announced that SBCCOG staff is currently working on a final report that should be completed in January.

F. Senior Services

Ms. Farwell reported that the Senior Services Working Group will meet December 1st and will provide an opportunity for cities to share updates on their efforts to help seniors prepare for the holidays and during the pandemic.

G. Homeless Services

Ms. Farwell provided the Board an overview on HomeShare South Bay program that launched in October. Staff continues to work with cities to spread the word about the program. The program aims to match those who may have “extra home” with those who may be facing homelessness. The program is being funded through the LA County Homeless Innovation Funds. Staff is currently working with city staff and local organizations to help spread the word about the program and to encourage potential homeowners to participate. Ms. Farwell added that SBCCOG staff is also working on educational modules that will be shared with city staff and will serve as a “myth buster” type of document to help educate city staff on the reality of the homelessness problem. Ms. Farwell added that the outdoor Homeless Count is likely being cancelled in 2021 due to the ongoing pandemic.

Board Member Tanaka asked about Project Homekey. Ms. Farwell explained that two sites in the South Bay, one in Harbor City and one in unincorporated LA County, are being readied for conversion. At this time, it doesn't appear any additional sites will be coming online in the South Bay. PATH will be the service provider for the Harbor City location.

H. Other

Ms. Bacharach asked city representatives to provide the SBCCOG with a framed photo of a landmark in their city or an image that represents their city as an “office warming” gift to the SBCCOG. The new office space has a large amount of empty wall space available and SBCCOG staff thought it would be fitting to display images representing SBCCOG cities.

X. AGENCY REPORTS

NOTE: Oral reports are only made to clarify or amplify written attachments. All reports that were submitted or handed out are available online here: <https://www.southbaycities.org/committees/board-directors/board-directors-meeting-67>

A. SCAG Committees

1. **SCAG Community, Economic, & Human Development** (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)
2. **Transportation** (James Gazeley)

Discussion on the item added to the agenda took place at this point. Ms. Bacharach explained that some SCAG members are currently requesting President Rex Richardson to call a special closed session meeting of the Regional Council to review findings of the RHNA Litigation Study Team.

Gail Shiimoto-Lohr provided public comment on behalf of the City of Mission Viejo. Ms. Shiimoto-Lohr shared that the City of Mission Viejo is requesting that SCAG challenge the State Department of Housing and Community Development's (HCD) RHNA allocations for the 6th RHNA cycle. Recent studies issued in 2020 after HCD released the allocations raise questions about the accuracy of the housing unit allocations. Additionally, there are concerns that HCD did not explicitly follow housing statutes in calculating the SCAG regional number. As a result, SCAG President Rex Richardson convened a closed session of the RHNA Litigation Study Team on November 2 to discuss options and the reports raising concerns. At the November 5th Regional Council meeting, President Richardson announced that it was the general consensus of the

Study Team was that SCAG not pursue any litigation or other actions against HCD on the allocation number. Several SCAG members raised questions and sought to understand the Study Team's recommendations and requested a special Regional Council meeting to allow the full body an opportunity to discuss. The City of Mission Viejo requests the SBCCOG Board's support in calling for a special closed session of the Regional Council.

Ms. Shiomoto-Lohr's written comments are available online here:

https://www.southbaycities.org/sites/default/files/board_directors/meeting/PUBLIC%20COMMENT%20Memo%20-%20South%20Bay%20Cities%20COG%20Board%20Meeting%20of%2011-19-20%20Supplemental%20Materials.pdf

Board Member Horvath added that Redondo Beach has been critical of the methodology and voted last Tuesday to send a letter to SCAG similar to this request.

Board Member Boyles shared that President Richardson had called him earlier in the day but was unable to connect with him. President Richardson shared that several delegates outside of the Orange County area also requesting a closed session.

MOTION by Board Member Tanaka, seconded by Board Member Hicks, to **SUBMIT** a letter to SCAG requesting a special closed session meeting of the Regional Council to discuss the RHNA Study Teams findings. No objection. So ordered.

- B. South Bay Workforce Investment Board** (Chris Cagle)
- C. Metro Service Council Report** (Don Szerlip)
- D. Air Quality Management District** (Judy Mitchell, Joe Buscaino & Denny Shaw)
- E. Santa Monica Bay Restoration Commission** (Bill Brand/Kenneth Kao)
- F. Stormwater Funding**
 - 1. CCCA/LCC Stormwater Funding Options Committee (Hany Fangary)
- G. South Bay Aerospace Alliance** (Olivia Valentine/Rodney Tanaka)
- H. California Association of Councils of Governments**

XI. UPCOMING EVENTS & ANNOUNCEMENTS

Ms. Bacharach announced that November 30th-December 6th is designated the LA County United Against Hate Week. The LA vs. Hate campaign is spearheading the effort.

XII. ADJOURNMENT

Chair Valentine adjourned the meeting at 8:34 pm to Thursday, January 28, 2021 at 6:00 pm. The meeting will be held virtually via Zoom until further notice.

David Leger, Assistant Board Secretary

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
MONDAY, NOVEMBER 30, 2020
HELD VIRTUALLY VIA ZOOM**

I. CALL TO ORDER

Chair Valentine called the Special Meeting of the SBCCOG Board of Directors meeting to order at 6:01 pm.

ATTENDANCE

In attendance were the following voting elected officials:

| | |
|--|--|
| Cedric Hicks, Carson | Hildy Stern, Manhattan Beach |
| Drew Boyles, El Segundo | Kenny Kao, Palos Verdes Estates |
| Rodney Tanaka, Gardena | John Cruikshank, Rancho Palos Verdes |
| Olivia Valentine, Hawthorne (7:01 departure) | Christian Horvath, Redondo Beach |
| Stacey Armato, Hermosa Beach | Britt Huff, Rolling Hills Estates |
| James Butts, Inglewood | George Chen, Torrance |
| Bernadette Suarez, Lawndale | Janice Hahn, LA County District 4 (6:45 departure) |
| Jim Gazeley, Lomita | |

Other elected officials in attendance:

| | |
|--|---------------------------------------|
| Chris Pimentel, El Segundo | Frank Zerunyan, Rolling Hills Estates |
| Michael Kemps, Palos Verdes Estates | Pat Furey, Torrance |
| Eric Alegria, Rancho Palos Verdes | Aurelio Mattucci, Torrance |
| Bill Brand, Redondo Beach | Sharon Kalani, Torrance |
| Nils Nehrenheim, Redondo Beach | Mike Griffiths, Torrance |
| Velveth Schmitz, Rolling Hills Estates | |

Also, in attendance were the following persons:

| | |
|--|--------------------------------------|
| Martha Guzman-Hurtado, El Segundo | Anthony Zaller, CA Restaurant Assoc. |
| Suja Lowenthal, Hermosa Beach | Jacki Bacharach, SBCCOG |
| Laura Guglielmo, Palos Verdes Estates | Steve Lantz, SBCCOG |
| Ara Mihranian, Rancho Palos Verdes | David Leger, SBCCOG |
| Ted Semaan, Redondo Beach | Natalie Champion, SBCCOG |
| Brandy Forbes, Redondo Beach | Collen Farrell, SBCCOG |
| Greg Grammer, Rolling Hills Estates | Julie Zaller, Public |
| Aram Chaparyan, Torrance | Madelyn Alfano, Public |
| Mike Bohlke, Metro Deputy to Mayor Butts | Selwyn Yossowitz, Public |
| Jacqueline Sun, Beach Cities Health District | Janet Young, Public |
| Tom Bakaly, Beach Cities Health District | John Tallichet, Public |
| Jeff Kiernan, CalCities | Ivan Vasquez, Public |
| Heidi Butzine, Lomita Chamber of Commerce | Terri Bloomgarden, Public |
| David Juarez, CA Restaurant Assoc. | |

II. CONFIRM POSTING OF THE AGENDA

Jacki Bacharach confirmed that the agenda was properly posted in the City of Hermosa Beach.

Chair Valentine took this time to introduce LA County Supervisor Janice Hahn who joined the meeting to provide a brief update on recent actions taken by LA County.

Supervisor Hahn explained that new safer at home restrictions are being implemented today that will ban indoor and outdoor dining. It appears that too few people have been adhering to social distancing and mask requirements. Indoor gatherings amongst family and friends are the likely source of the current surge in COVID-19. She added that at this point, the discussion on restaurants is wrapped up in this entire discussion and goal to keep people in their homes. Supervisor Hahn went on to explain that she and Supervisor Barger had attempted to overturn the outdoor dining ban via a motion at the Board of Supervisors' meeting, but the motion was defeated. Supervisor Hahn went on to explain that she has not been provided evidence by the Health Department that shows the current surge is due to outdoor dining, and that the current ban will do more economic harm than good towards

reducing the spread of COVID-19.

Board Member Huff asked Supervisor Hahn if there were any efforts to end the “one-size-fits-all” approach to the outdoor dining ban and allow areas with lower numbers, such as the South Bay, to remain open. Supervisor Hahn explained that she and Supervisor Barger appealed to the Governor to allow for a more sub-regional approach in LA County but were flatly rejected by the Governor. She further explained that the Service Planning Areas within the county each have regional health directors, so it would make sense to continue advocating for this type of approach.

Supervisor Hahn went on to say that the current outdoor dining ban is a temporary measure, and that reconsideration will be granted in two weeks. However, due to continually rising hospitalizations statewide, there may be superseding State directives that would prevent outdoor dining even if the County does not extend its ban. Although death rates are lower than at the beginning of the pandemic, this is largely due to medical advances in treating patients as more knowledge is gained. Hospitals are nearing capacity and at this point, avoiding a collapse of the healthcare system is a top priority.

Board Member Horvath added that his wife is an ICU doctor in Torrance. She informed him that ICU beds were full, and the number of ER visits were only increasing. Caseloads have quadrupled week-to-week. Although businesses are suffering, doctors will argue that any space where people are unmasked is a high-risk activity.

Supervisor Hahn thanked the Board of Directors for convening this meeting and expressed her desire to continue working together. She departed the meeting at this point.

III. BEACH CITIES HEALTH DISTRICT COVID-19 HEALTH UPDATE FOR THE SOUTH BAY

Jacqueline Sun presented on the current COVID-19 statistics in the South Bay. She explained that there is a tremendous surge in average daily case numbers, deaths, and hospitalizations throughout the State. Within LA County, there was a 182% increase in daily new cases and 71% increase in deaths between October and November. At the BCHD testing facility, there has been a 33% increase in positive cases. She went on to review slides with more detailed information on South Bay cities.

Tom Bakaly then presented briefly on BCHD’s current efforts to study the opportunity to establish a public health department, that department’s legal responsibilities, and some initial arguments in support and opposition to the idea.

The full presentation is available online here:

https://www.southbaycities.org/sites/default/files/board_directors/meeting/Beach%20Cities%20Health%20District%20Presentation_11.30.2020.pdf

Councilmember Mattucci asked a question about fighting bad data, referring to an article he read that indicated only 3% of cases were coming from restaurants. Ms. Sun explained that those numbers tend to be employee numbers, as it is easier to determine that an employee may have been exposed while working a shift at the restaurant. It is almost impossible for a patron at a restaurant to say that they were exposed at a specific location. Workplace infections are a much easier metric to accurately track. Mr. Bakaly added that the outdoor dining ban is more about curbing people’s behavior, which is different than dealing with any other disaster we have faced.

Several Board Members discussed the possibility of forming a health department to oversee the South Bay. Mr. Bakaly explained that BCHD is looking into what it would take, but cautioned that it would be a long-term effort, not something that could be done in a week or two that would allow the subregion to remove itself from the LA County outdoor dining ban.

IV. UPDATE ON THE OUTDOOR DINING BAN AND WHAT EFFORTS CALIFORNIA RESTAURANT ASSOCIATION IS CURRENTLY TAKING TO SUPPORT RESTAURANTEURS

David Juarez, Director of Local Government Affairs for the California Restaurant Association provided a brief overview of the impact of the pandemic on restaurants. Before the pandemic, there were approximately 90,000 restaurants and 1.4M restaurant workers in the State. In July, approximately 1M of those workers were employed, and approximately 30% of restaurants were temporarily or permanently closed. Of LA County’s approximately 31,000 restaurants, about 7500 are permanently closed, and another 7500 are temporarily closed. The balance are operating in a modified capacity. He cautioned that without further stimulus, these numbers will get worse.

Anthony Zaller, a lawyer and recently elected Chair of the Board of Directors for the California Restaurant Association Foundation, also shared that legal action has been taken against the LA County outdoor dining ban, asserting that the decision was arbitrary and not data driven. Mr. Zaller elaborated on the strain restaurants face, such as expenses to build outdoor dining facilities, permit fees, and more.

Ms. Madelyn Alfano thanked the SBCCOG Board for inviting restaurants. She shared that one other aspect of the situation is the issue of landlord relief. She explained that many restaurants have signed leases that include personal guarantees that would allow a landlord to pursue legal action against the individual in an attempt to collect rent. Without relief for landlords or legislative protection from these personal guarantees, many restaurateurs may never be able to financially recover.

V. PUBLIC COMMENT

No additional public comment was received.

VI. BOARD DISCUSSION AND POSSIBLE ACTION

Vice-Chair Boyles called for discussion after hearing the presentations.

Board Member Butts shared that he believes the South Bay should continue to evaluate local health departments.

Board Member Horvath added that similar to how the County has been dealing with the homeless service areas, perhaps using the Service Planning Areas to localize health department decisions could be an avenue for further evaluation. He also shared that the State is projecting a \$20B+ underestimation in tax revenue, so perhaps some of those surplus funds could be used to save restaurants via grant programs. Mr. Kiernan shared that the State authorized \$500M in additional grants for small businesses earlier today.

Mayor Furey shared that a few months ago, the idea of creating a South Bay health department was proposed at the Steering Committee, the idea was not supported at the time. Given the changing situation, perhaps further study of this idea, perhaps along the Service Planning Area as mentioned by Board Member Horvath is the proper long-term approach. However, it does not appear that this would be a near-term possibility. He added that lobbying incoming Supervisor Holly Mitchell to overturn the outdoor dining ban could be a short-term victory.

Board Member Kao added that getting the support of BCHD on SBCCOG efforts could carry weight.

Councilmember Pimentel suggested looking into the possibility of joining Long Beach or Pasadena Health Departments as a short-term solution.

Board Member Butts proposed the SBCCOG move forward with all ideas discussed during the meeting. He went on to specify his motion as follows:

MOTION by Board Member Butts, seconded by Board Member Hicks, to: 1) Further explore a South Bay Health Department, and if possible, accelerated to focus on retail/restaurants; 2) Continue advocating for additional funding to assist restaurants; 3) Send a letter to the LA County Board of Supervisors urging them to allow outdoor dining and/or consider an exemption for the South Bay; 4) Lobby Supervisor-Elect Mitchell to support overturning the outdoor dining ban; 5) Explore the possibility of joining the Pasadena or Long Beach Health Departments; 6) Seek Beach Cities Health District support. No objection. So ordered.

The following SBCCOG members were not present for the vote: City of Hawthorne; City of Los Angeles; City of Rolling Hills; LA County District 2; LA County District 4.

For more detail, the full meeting has been uploaded and is available for viewing here:

<https://youtu.be/MhGKLwSEbOw>

VII. ADJOURNMENT

Vice-Chair Boyles adjourned the meeting at 8:08 pm to Thursday, January 28, 2021 at 6:00 pm. The meeting will be held virtually via Zoom until further notice.

David Leger, Assistant Board Secretary

**AMENDMENT NO.4 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

This Amendment No.4 to Contract No. 939, is made and entered into this 17th day of December 2020 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and the South Bay Cities Council of Governments, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I.
RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program; and

B. WHEREAS, on March 21, 2018, District and Consultant entered into Amendment No.1 in order to extend the term of the Agreement, increase the budgetary amount and revise the scope of work; and

C. WHEREAS, on June 6, 2019, the District and Consultant entered into Amendment No. 2 in order to extend the term of the Agreement and increase the budgetary amount for the continuation of services; and

D. WHEREAS, on September 3, 2020, the District and Consultant entered into Amendment No.3 in order to extend the term of the Agreement and to increase the budgetary amount for the continuation of outreach and advocacy support services delivered through the South Bay Environmental Services Center; and

E. WHEREAS, the District and Consultant now desire to enter into this Amendment No.4 in order to extend the term of the Agreement and to increase the budgetary amount for the continuation of outreach and advocacy support services, as set forth below.

II.
AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date, a copy of

which is attached hereto as Exhibit "A", and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to June 30, 2021 (the "Expiration Date").

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.4, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No.4 to be executed as of the Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

Signature

Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
Vera Robles DeWitt

Print Name
President, Board of Directors

Title

Signature

Print Name
Secretary, Board of Directors

Title

**Approved As To Form
LEAL, TREJO APC**

Attorneys for the Water Replenishment
District of Southern California

EXHIBIT A

CONTRACT NO. 939 and AMENDMENTS NO.1-3

**AMENDMENT NO. 3 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

This Amendment No.3 to Contract No. 939, is made and entered into this 3rd day of September 2020 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and the South Bay Cities Council of Governments, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I.
RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program; and

B. WHEREAS, on March 21, 2018, District and Consultant entered into Amendment No.1 in order to extend the term of the Agreement, increase the budgetary amount and revise the scope of work; and

C. WHEREAS, on June 6, 2019, the District and Consultant entered into Amendment No. 2 in order to extend the term of the Agreement and increase the budgetary amount for the continuation of services; and

D. WHEREAS, the District and Consultant now desire to enter into this Amendment No.3 in order to extend the term of the Agreement and to increase the budgetary amount for the continuation of outreach and advocacy support services delivered through the South Bay Environmental Services Center, as set forth below.

II.
AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

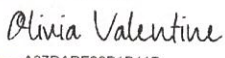
1. Term of Agreement: The term of the Agreement shall be extended to December 31, 2020 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.3, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No.3 to be executed as of the Effective Date.


SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

DocuSigned by:

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Signature
Olivia Valentine
9/24/2020 | 8:07 PM PDT

Print Name
SBCCOG Board chair

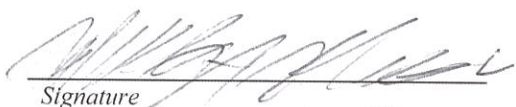
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WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA


Signature
Vera Robles DeWitt

Print Name
President, Board of Directors

Title


Signature
Willard H. Murray

Print Name
Secretary, Board of Directors

Title

**Approved As To Form
LEAL, TREJO APC**

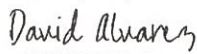
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Attorneys for the Water Replenishment
District of Southern California
9/8/2020 | 9:25 AM PDT

EXHIBIT A

CONTRACT NO. 939 and AMENDMENTS NO.1-2

**AMENDMENT NO. 2 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

This Amendment No.2 to Contract No. 939, is made and entered into this 6th day of June, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and South Bay Cities Council of Governments, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I.
RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program; and

B. WHEREAS, on March 21, 2018, District and Consultant entered into Amendment No.1 in order to extend the term of the Agreement, increase the budgetary amount, and revise the scope of work; and

C. WHEREAS, the District and Consultant now desire to enter into Amendment No. 2 in order to extend the term of the Agreement and increase the budgetary amount for the continuation of services, as set forth below.

II.
AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

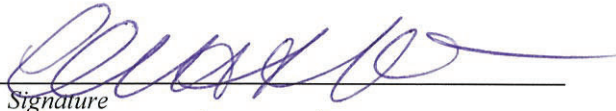
1. Term of Agreement: The term of the Agreement shall be extended to September 30, 2020 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00).

3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.2, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed as of the Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")




Signature
Christian Horvath

Print Name
Chair, Board of Directors

Title


WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA



Signature
John D.S. Allen

Print Name
President, Board of Directors

Title

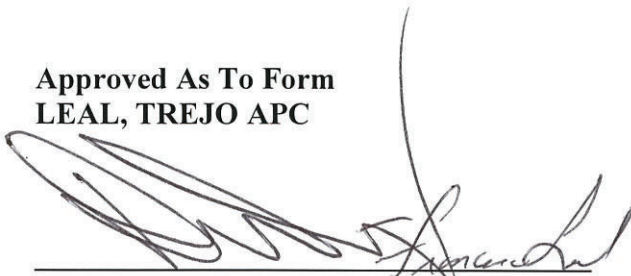


Signature
ER DeWitt for

Print Name
Secretary, Board of Directors

Title

**Approved As To Form
LEAL, TREJO APC**



Attorneys for the Water Replenishment
District of Southern California

EXHIBIT A

AMENDMENT NO.1 and CONTRACT NO. 939

**AMENDMENT NO. 1 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

This Amendment No.1 to Contract No. 939, is made and entered into this 21st day of March, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I.
RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program.

B. WHEREAS, District and Consultant desire to enter into Amendment No. 1 in order to extend the term of the Agreement, increase the budgetary amount, and revise the scope of work, as set forth below.

II.
AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00).

3. Scope of Work: The existing Scope of Work of the Agreement is hereby revised to include the additional scope, attached hereto as Exhibit “B” and incorporated herein by this reference.

4. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.1, all other provision of the Agreement shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")



Signature

Kurt Weideman

Print Name

SBCCOB Chairman

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature

John D.S. Allen

Print Name

President, Board of Directors

Title

Signature

Willard H. Murray, Jr.

Print Name

Secretary, Board of Directors

Title

**Approved As To Form
LEAL, TREJO APC**

Attorneys for the Water Replenishment
District of Southern California

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.


SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

Signature

Print Name

Title

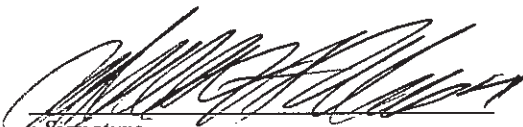
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA



Signature
John D.S. Allen

Print Name
President, Board of Directors

Title

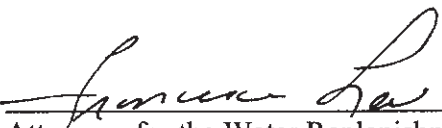


Signature
Willard H. Murray, Jr.

Print Name
Secretary, Board of Directors

Title

**Approved As To Form
LEAL, TREJO APC**



Attorneys for the Water Replenishment
District of Southern California

EXHIBIT A

CONTRACT NO. 939

CONTRACT
939



**PROFESSIONAL SERVICES AGREEMENT
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

This Professional Services Agreement (the "Agreement") is made and entered into this 24th day of August, 2017, by and between the Water Replenishment District of Southern California ("District") and South Bay Cities Council of Governments, ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Consultant shall perform the scope of services described in Exhibit A hereto ("Services"). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.
 - 1.1 **Standard of Care.** In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. **Term.** The term of this Agreement shall commence on August 24, 2017 and shall end on March 31, 2018 (the "Expiration Date"). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District's Board of Directors ("Board"). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.
 - 2.1 **Termination by District or Consultant**
 - 2.1.1 **Termination for Convenience.** The District or Consultant may terminate this Agreement for its convenience at any time upon five (5) days written notice to District or Consultant. Consultant's compensation in the event of

such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant's Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant's Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District's written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District's prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Consultant shall submit three (3) invoices to District for services performed and expenses incurred during the preceding months of the Agreement term. District shall process Consultant's invoice upon receipt and issue any undisputed payment in a timely manner. Consultant's invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant's breach of this Agreement or Consultant's negligence.

4. Consultant's Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event

(including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant's failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. Ownership and Use of Documents. All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District's ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.
6. Publication of Project Information. Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.
7. Patents and Copyrights. The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.
8. Consultant's Status. Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.
 - 8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums.

Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

- 8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant's employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.
- 8.3 District will not make any payments to Consultant, or Consultant's employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.
- 8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: **Pete Brown, Ken Ortega, or Robb Whittaker.**

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District's prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant's use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

12. Insurance. Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 Required Policies.

12.1.1 Commercial General Liability Insurance (contractual, products, and completed operations coverages included) with a combined single limit of no less than \$2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

12.1.2 Business or Comprehensive Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

12.1.3 Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.

12.1.4 Employers’ Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.

12.1.5 Workers’ Compensation Insurance as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 Required Terms.

12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies (with the exception of Professional Liability) shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less

than three (3) years after the date of final completion of the scope of services under this Agreement.

- 12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.
- 12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.
- 12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.
- 12.2.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- 12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.
- 12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit "C". In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or equivalent or as otherwise approved by District.

13. Indemnification. Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively "District"), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District ("Losses"), as a result of Consultant's breach of any provision of this Agreement, Consultant's failure to comply with applicable laws, Consultant's negligent acts or omissions, or Consultant's willful misconduct. However, Consultant's obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.
14. Arbitration and Attorneys' Fees. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator's fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.
15. Conflict of Interest. No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.
16. Equal Opportunity. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

- 17. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.
- 18. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.
- 19. Notices. All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Marilyn Lyon
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Phone: 310-371-7222 x204
Email: marilyn@southbaycities.org

- 20. Amendments. This Agreement may be modified only by a writing signed by the Parties hereto.
- 21. Integration; Construction. This Agreement (inclusive of exhibits incorporated herein by this reference) sets forth the final, complete and exclusive expression of the Parties' agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

- 22. Effective Date. This Agreement is effective as of the date first set forth above.
- 23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

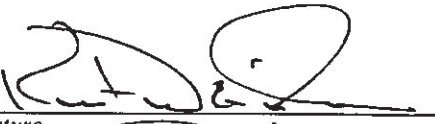
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
 Robb Whittaker

Print Name
 General Manager

Title

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")



Signature
 Kurt Weideman

Print Name
 CHAIR

Title


**Approved As To Form
LEAL, TREJO LLP**

 Attorneys for the Water Replenishment
 District of Southern California

- 22. Effective Date. This Agreement is effective as of the date first set forth above.
- 23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA



Signature
 Robb Whittaker

Print Name
 General Manager

Title

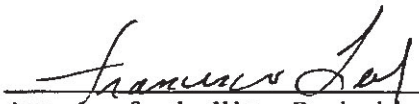
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

Signature

Print Name

Title

**Approved As To Form
LEAL, TREJO LLP**



 Attorneys for the Water Replenishment
 District of Southern California

EXHIBIT A
SCOPE OF WORK

Water Replenishment District of
Southern California

Exhibit A
Scope of Work

South Bay Cities Council of Governments
Professional Services Contract

364170.3

South Bay Cities Council of Governments

Water Programs Educational Outreach Support Proposal Between

Water Replenishment District of Southern California and South Bay Cities Council of Governments

SCOPE OF WORK

(September 1, 2017-March 31, 2018)

This Scope of Work (SOW) covers the programs and activities that the South Bay Cities Council of Governments' (SBCCOG) South Bay Environmental Services Center (SBESC) will conduct in support of educational outreach support for the Water Replenishment District of Southern California (WRD) water programs commencing on September 1, 2017 through March 31, 2018. The total agreement amount is \$25,000 for six months.

The SOW tasks include education, coordination, and implementation of WRD's water programs as shown below. SBCCOG will submit an invoice to WRD in the amount of \$25,000 immediately following contract execution.

Section I. Program Overview

The proposed program partnership focuses on advancing the WRD's mission in the SBCCOG's service area which includes the cities of: 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, and Los Angeles 15th Council District communities of San Pedro, Harbor City/Harbor Gateway, and Wilmington as well as the unincorporated South Bay areas of Los Angeles County. The SBCCOG Board of Directors is comprised of elected officials from each of the SBCCOG's member cities and serves as the primary governing body taking actions to support endeavors aimed at maximizing the quality of life and productivity of the South Bay region.

The program will primarily be delivered through the SBESC, a program of the SBCCOG, which operates as a local clearinghouse for sustainability information and education. The SBCCOG receives funding through partnerships with Southern California Edison, SoCalGas, West Basin Municipal Water District, Torrance Water Department, Los Angeles Department of Water and Power, Los Angeles County Sanitation Districts, and LA County Metropolitan Transportation Authority. The SBESC increases exposure and availability of these partners' programs to the South Bay community and promotes the overall message of sustainability through saving water, energy, money, and the environment. As demonstrated with these partners, the WRD mission to provide, protect, and preserve high quality groundwater through innovative, cost-effective, and environmentally sensitive basin management practices will be incorporated into the SBCCOG messaging.

Section II. Program Elements

The SBESC will assist with marketing and promotion of existing and developing WRD's water programs. This partnership allows for a wide range of water program strategies to be presented to all sectors of the community at educational and outreach events in which SBESC participates.

Section III. Core Tasks

SBESC will perform the following core tasks as part of the SOW.

Task 1: Communication and Information to SBCCOG Member Cities

- A. Communicate to and promote attendance of South Bay local, state, and federal elected officials at WRD informational meetings, special events, and/or festivals.
- B. Distribute WRD information at SBCCOG Board and committee meetings and other SBCCOG special events.
- C. Promote WRD information to the SBCCOG member cities for inclusion in their city website, city newsletters and recreational guides.
- D. Display a WRD-provided pull-up and materials at the SBCCOG's South Bay Environmental Services Center.

Task 2: Marketing and Community Outreach to the South Bay General Public

- A. Collaborate with WRD's staff to disseminate WRD's educational and informational materials in support of WRD's mission, including the 2040 Master Plan and the WRD/Goldsworthy Desalter project to the general public.
- B. Display WRD information at community events throughout the South Bay at SBESC-staffed exhibit table. The SBESC has the capacity to deliver outreach in Spanish.
- C. Explain the value of the WRD water replenishment services at outreach events where SBESC has materials and displays.
- D. Promote WRD's programs and events to the general public's through SBCCOG and SBESC communication channels including websites, press releases, newsletters, e-blasts, and social media platforms.
- E. Include WRD-provided articles in the SBESC monthly e-newsletter, with a monthly circulation of over 15,000 members of the public who have all self-selected to be on the distribution - exhibiting at least one step toward sustainability.
- F. Maintain and update display of WRD-provided materials at existing kiosk at the Promenade on the Peninsula

WRD will agree to the following in support of these tasks:

- A. Brief SBESC staff on timely educational and information issues of importance to WRD so that they can perform the outreach activities.
- B. Provide materials for dissemination to the general public.
- C. Provide SBESC a calendar of the events that should be publicized at least one month in advance.
- D. Provide a pull-up display

Section IV. Reporting and Documentation

A. The SBCCOG will provide end-of-program report including a list of events and activities.

EXHIBIT B
CONSULTANT RATE SCHEDULE

- 1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement.
- 2.0 A budgetary amount of **\$25,000.00** (which amount applies to Consultant's fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name _____

Project Name: _____

Refer to the Additional Insured Endorsements forms **E1-8** following:

Endorsement(s)

- Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:**
 - o Form CG 20 10 11 85 **(E1)** or
 - o BOTH CG 20 10 **(E2)** and CG 20 37 **(E3)** if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions **(E2)** specifically naming the District parties or using language that states "as required by contract")
 - o "Blanket" Endorsement - (no specific policy number) **(E4)** covering one or more of the above endorsements required with words "as required by written contract/agreement".
 - o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. **(E5)**
 - o Policy numbers - matches policy number shown on Certificate of Insurance. (see **Optional Dec. Page/Endorsement** pages below)
 - o Primary Coverage – The primary/non-contributory language is included. "The insurance provided by this policy shall be primary as respects any claims related to the _____ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it." e.g. Form CG 20 01 **(E6)**
- Auto liability (Optional **(E7)**) AI - most standard forms have automatic AI but some carriers provide endorsement**
- Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) **(E8)**)**
- Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.**

EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name _____

Project Name: _____

Refer to the Additional Insured Endorsements forms **E1-8** following:

Endorsement(s)

- Additional Insured (AI) Status – GENERAL LIABILITY** - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
 - o Form **CG 20 10 11 85 (E1)** or
 - o **BOTH CG 20 10 (E2)** and **CG 20 37 (E3)** if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable **CG 20 10 04 13** (or older editions **E2**) specifically naming the District parties or using language that states "as required by contract")
 - o **"Blanket" Endorsement** - (no specific policy number) **(E4)** covering one or more of the above endorsements required with words "as required by written contract/agreement".
 - o If large number of Subcontractors - Additional Insured endorsement **CG 20 38 04 13** recommended. **(E5)**
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 - o **Primary Coverage** – The primary/non-contributory language is included. "The insurance provided by this policy shall be primary as respects any claims related to the _____ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it." e.g. **Form CG 20 01 (E6)**
- Auto liability (Optional (E7)) AI** - most standard forms have automatic AI but some carriers provide endorsement
- Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)**
- Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.**

EXHIBIT B
SCOPE OF WORK



**PROFESSIONAL SERVICES AGREEMENT
SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS**

**South Bay Cities Council of
Governments**

**Water Programs Educational Outreach Support Proposal Between
Water Replenishment District of Southern California and
South Bay Cities Council of Governments**

SCOPE OF WORK

This Scope of Work (SOW) covers the programs and activities that the South Bay Cities Council of Governments' (SBCCOG) South Bay Environmental Services Center (SBESC) will conduct in support of educational outreach support for the Water Replenishment District of Southern California (WRD) water programs and selected legislation commencing on April 1, 2018 through June 30, 2019. The total agreement amount is \$62,500 the fifteen month period.

The SOW tasks include education, coordination, and implementation of WRD's water programs and specified legislation as shown below.

Section I. Program Overview

The proposed program partnership focuses on advancing the WRD's mission in the SBCCOG's service area which includes the cities of: 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, and Los Angeles 15th Council District communities of San Pedro, Harbor City/Harbor Gateway, and Wilmington as well as the unincorporated South Bay areas of Los Angeles County. The SBCCOG Board of Directors is comprised of elected officials from each of the SBCCOG's member cities and serves as the primary governing body taking actions to support endeavors aimed at maximizing the quality of life and productivity of the South Bay region.

The program will primarily be delivered through the SBESC, a program of the SBCCOG, which operates as a local clearinghouse for sustainability information and education. The SBCCOG receives funding through partnerships with Southern California Edison, SoCalGas, West Basin Municipal Water District, Torrance Water Department, Los Angeles Department of Water and Power, Los Angeles County Sanitation Districts, and LA County Metropolitan Transportation Authority. The SBESC increases exposure and availability of these partners'

programs to the South Bay community and promotes the overall message of sustainability through saving water, energy, money, and the environment. As demonstrated with these partners, the WRD mission to provide, protect, and preserve high quality groundwater through innovative, cost-effective, and environmentally sensitive basin management practices will be incorporated into the SBCCOG messaging.

Section II. Program Elements

The SBESC will assist with marketing and promotion of existing and developing WRD's water programs. This partnership allows for a wide range of water program strategies to be presented to all sectors of the community at educational and outreach events in which SBESC participates.

Section III. Core Tasks

SBESC will perform the following core tasks as part of the SOW.

Task 1: Communication and Information to SBCCOG Member Cities

- A. Communicate to and promote attendance of South Bay local, state, and federal elected officials at WRD informational meetings, special events, and/or festivals.
- B. Distribute WRD information at SBCCOG Board and committee meetings and other SBCCOG special events along with specified legislative updates.
- C. Promote WRD information including legislative information/updates to the SBCCOG member cities for inclusion in their city website, city newsletters and recreational guides.
- D. Display a WRD-provided pull-up and materials at the SBCCOG's South Bay Environmental Services Center.

Task 2: Marketing and Community Outreach to the South Bay General Public

- A. Collaborate with WRD's staff to disseminate WRD's educational and informational materials in support of WRD's mission and legislation, including the 2040 Master Plan and the WRD Brackish Water Desalter program to the general public.
- B. Display WRD information at community events throughout the South Bay at SBESC-staffed exhibit table. The SBESC has the capacity to deliver outreach in Spanish.
- C. Explain the value of the WRD water replenishment services at outreach events where SBESC has materials and displays.
- D. Promote WRD's programs and events to the general public's through SBCCOG and SBESC communication channels including websites, press releases, newsletters, e-blasts, and social media platforms.
- E. Include WRD-provided articles in the SBESC monthly e-newsletter, with a monthly circulation of over 15,000 members of the public who have all self-selected to be on the distribution - exhibiting at least one step toward sustainability.
- F. Maintain and update display of WRD-provided materials at existing kiosk at the Promenade on the Peninsula

WRD will agree to the following in support of these tasks:

- A. Brief SBESC staff on timely educational and information issues of importance to WRD so that they can perform the outreach activities.

- B. Provide materials for dissemination to the general public.
- C. Provide SBESC a calendar of the events that should be publicized at least one month in advance.
- D. Provide a pull-up display

Section IV. Reporting and Documentation

- A. The SBCCOG will provide quarterly reports including a list of events and activities

DRAFT

Certificate Of Completion

| | |
|--|-----------------------------|
| Envelope Id: 08D027EF4F854C3EBA9C996540057688 | Status: Completed |
| Subject: Please DocuSign: 200731_FINAL_SBCCOG_Amend No.3 Contract No.939.pdf | |
| Source Envelope: | |
| Document Pages: 31 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Melody Wu |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 4040 Paramount Blvd |
| | Lakewood, CA 90712 |
| | mwu@wrld.org |
| | IP Address: 173.196.162.126 |

Record Tracking

| | | |
|--------------------------------------|------------------------------------|--------------------|
| Status: Original | Holder: Melody Wu | Location: DocuSign |
| 9/8/2020 8:46:27 AM | mwu@wrld.org | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Water Replenishment District | Location: DocuSign |

Signer Events

David Alvarez
 Dalvarez@leal-law.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D626B3D473AC478...
 Signature Adoption: Pre-selected Style
 Using IP Address: 47.157.18.105

Timestamp

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 Viewed: 9/8/2020 9:25:15 AM
 Signed: 9/8/2020 9:25:35 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/8/2020 9:25:15 AM
 ID: df50bdae-2a56-4dbb-b1d9-d2dc665537b2

Olivia Valentine
 davidl@southbaycities.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Using IP Address: 98.184.205.131

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 Resent: 9/24/2020 10:42:11 AM
 Viewed: 9/24/2020 10:50:25 AM
 Signed: 9/24/2020 8:07:02 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/24/2020 10:50:25 AM
 ID: 32527c1b-718c-411e-b2f6-18b2a29bc02f

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

Angie Mancillas
 amancillas@wrld.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/8/2020 8:53:50 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|--|--------|---------------------------|
| Kimberly Badescu kbadescu@wrd.org Security Level: Email, Account Authentication (None) | COPIED | Sent: 9/8/2020 8:53:50 AM |
| Electronic Record and Signature Disclosure: | | |
| Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

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| Certified Delivered | Security Checked | 9/24/2020 10:50:25 AM |
| Signing Complete | Security Checked | 9/24/2020 8:07:02 PM |
| Completed | Security Checked | 9/24/2020 8:07:02 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Water Replenishment District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Water Replenishment District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: elue@wrdd.org

To advise Water Replenishment District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at elue@wrdd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Water Replenishment District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to elue@wrdd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Water Replenishment District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to elue@wrd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Water Replenishment District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Water Replenishment District during the course of your relationship with Water Replenishment District.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of January 11, 2021 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Greg Stevens of GSE Solutions, LLC ("Consultant").

RECITALS

A. SBCCOG desires to utilize the services of Consultant as an independent contractor to provide specified professional services to SBCCOG as set forth in Exhibit A, to assist the SBCCOG's member agencies as well as school and special districts to provide Energy Engineering Technical and Professional Services.

B. The goal of this program is to achieve therm savings through local government, school and special districts, and community efficiency measures.

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

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

1. Services.

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

1.2 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the 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, 2021 unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3. **Compensation.** SBCCOG shall pay for services based on the not to exceed budget of \$48,000 as itemized in Exhibit A.

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 within sixty (60) days of receipt.

5. Parties' Representatives. Jacki Bacharach shall serve as the SBCCOG's representative for the administration of the project. All activities performed by the Consultant shall be coordinated with this person. Greg Stevens 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/her 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 Blvd., Suite 125
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

Consultant:

3622 Pontiac Dr
Carlsbad, CA 92010
Attention: Greg Stevens

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor. 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 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 (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 (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
Greg Stevens – gstevens@gse-solutions.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: _____
SBCCOG Secretary

"Consultant"
GSE Solutions, LLC

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

Date: _____

EXHIBIT A – Scope of work

Task 1. Identify Gas Energy Efficiency Projects

The consultant will work with the SBCCOG Project Manager, city staff, school/special districts, and key personnel on the following tasks as related to gas saving projects:

- a) Collect and assess existing energy audit reports, energy evaluation studies, list of identified projects, and other related documentation and determine validity and applicability to current conditions at each facility. This documentation will be sent to SBCCOG staff.
- b) After the screening process is complete, establish a prioritized list of candidate projects from the information that is deemed applicable for each agency and review with agency helping to establish steps to implementation.
- c) Provide a written report for projects that are most likely to be completed within the next year to be presented to the agency in coordination with SBCCOG staff.
- d) When needed, identify, and collect necessary additional data to finalize energy analysis.

Task 2. Comprehensive and Targeted Gas Audit Services

Upon direction of the SBCCOG, the consultant will investigate other energy opportunities outside of what has been identified in Task 1 and provide the following energy saving gas audit services for other facilities as-needed:

- a) Working in conjunction with the SBCCOG Project Manager, the consultant will establish audit objectives, scope, deliverables, and budget as directed by the SBCCOG. Conduct comprehensive and targeted gas audits for public agencies as well as school and special districts. Prepare technical audit services for facilities and processes to meet rigorous SoCalGas incentive application review process. Assist in expediting the utility review and approval process. Any document provided to the public agencies must have notation that the work is being completed on behalf of the SBCCOG.
- b) Identify gas energy efficiency and demand response opportunities.
- c) Provide a detailed inventory of facilities' gas equipment and energy savings and recommendations, incentives, life cycle costs, and other evaluation analysis based on the level of audit conducted. Also, include projected gas energy savings, project costs, measure life, and available incentives in the evaluation.
- d) Provide a final written report for each audit completed with all findings and recommendations in a format mutually agreed upon. Work with the SBCCOG Project Manager to develop a template and add any information as needed.

Task 3. Calculation and Incentive Application Assistance

Conduct calculations and provide incentive application assistance.

- a) Upon direction of the SBCCOG, provide detailed calculations and information needed for incentive applications. For energy efficiency projects identified in Tasks 1 and 2, the consultant will work closely with SBCCOG and participating public agencies to produce calculations and supporting assumption documentation.
- c) Submit to the SBCCOG Project Manager the complete incentive application including supporting documentation upon completion of project for recordkeeping.

Task 4. Building Commissioning for Existing Buildings

Upon direction of the SBCCOG, the consultant will perform retro-commissioning for existing buildings (RCx) utilizing a systematic process for investigating, analyzing, and optimizing the performance of gas building systems. The RCx process should include: screening, investigation, measure selection, implementation, verification, and operator training as needed.

- a) Provide a written report of all findings once completed for each facility.

Task 5. Technical Support Activities

Work with the SBCCOG Project Manager and key personnel to establish coordination of technical support activities related to the following tasks:

- a) Participate in program kickoff meeting in January 2021 with SBCCOG.
- b) Work with the member agencies and Project Manager to discuss project implementation and strategies to meet established goals – financing, scheduling, staffing – and assist with making them happen.
- c) SBCCOG Staff Meetings:
 - 1) Meet at least quarterly with SBCCOG Project Manager and Executive Director to discuss overall project implementation and strategies to meet established goals – financing, scheduling, and staffing.
 - 2) Participate in meetings at least monthly to report on status of project identification and completion. These meetings may be in person or via conference call as required. A standard reporting format will be utilized.
 - 3) Participate in Program Managers meeting in person.

- d) Conduct routine job walks or site visits as needed and follow-up with participating government agencies (cities, schools, districts, county, state) and utilities to ensure that project activities are progressing towards completion. Consultant is to notify SBCCOG Project Manager of scheduled job walks or site visits prior to occurrence and provide a report after the visit (email is sufficient).
- e) Provide quarterly “At A Glance” reports of each city’s gas efficiency activities and potential projects to SBCCOG as well as a report of the SBCCOG cumulative EE activities for distribution to the cities and be available to answer questions.
- f) Make presentation in conjunction with SBCCOG Project Manager to the SBCCOG Board of Directors twice a year on the energy efficiency activities of each of the cities and the subregion as a whole including a progress report on meeting the SBCCOG’s goals as set by Southern California Gas Company.
- g) Participate in face-to-face meetings with SBCCOG member agencies and special districts (i.e. schools) to ascertain what current projects are underway and what they have planned for the rest of the year. Consultant is to notify SBCCOG Project Manager prior to scheduled meetings and provide a report after the visit (e-mail is sufficient).
- h) Work with SBCCOG and member cities, to determine what additional information or types of reports members need to move projects forward.
- i) Be available to the SBCCOG staff and the SBCCOG member cities as-needed.
- j) Be available to present project findings to member cities and their governing boards at the direction of the SBCCOG.
- k) Complete reports or provide information for reports to SBCCOG and SoCalGas on activities and goals as-needed.
- l) Provide SBCCOG with calculations of potentially lost savings for current projects that are not moving forward to be used to encourage cities to complete projects.
- m) Provide SBCCOG with any other calculations that can be used to encourage cities to move forward with projects.
- n) Participate in regional collaborative programs as directed.
- o) If additional services are identified, work may be authorized by the SBCCOG on a task order basis.

Task 6. General Energy Engineering Consulting Services

Upon direction of the SBCCOG, the consultant will provide general technical support services as needed including, but not limited to, the following activities:

- a) Answer gas efficiency related technical questions beyond the SBCCOG in-house expertise similar to a “help desk” process for member public agencies and SBCCOG staff.
- b) Monitor and report short-term and long-term end-use energy and environmental conditions.

- c) Develop and execute measurement and verification plans.
- d) Conduct site inspections.
- e) Perform building energy computer simulation.
- f) Perform cost and measure lifetime analysis.
- g) Generate reports and presentation material.
- H) Provide a full written report on the above using a template developed with the SBCCOG Project Manager.

South Bay Cities Council of Governments

January 28, 2021

TO: SBCCOG Board of Directors
 FROM: SBCCOG Steering Committee
 RE: Bills to Monitor and for Action

Adherence to Strategic Plan:

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

| | | | |
|--|--|--|---|
| <p>AB 78 (O'Donnell)</p> <p>Co-author - Gipson</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 with regard to the protection, preservation, and enhancement of specified areas of the Counties of Los Angeles and Orange located along the San Gabriel River and the lower Los Angeles River and tributaries along those rivers. Existing law, for purposes of those provisions, defines "territory" to mean the territory of the conservancy that 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.</p> <p>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.</p> <p>This bill would require the conservancy to update the San Gabriel and Lower Los Angeles Parkway and Open Space Plan to include the priorities for conservation and enhanced public use within the Dominguez Channel watershed and Santa Catalina Island.</p> | <p>SUPPORT (12/14/20)</p> <p>(Ltr sent 1/4/21)</p> | <p>12/8/20 from printer</p> <p>Previously supported in last session</p> |
|--|--|--|---|

FEDERAL

| | | | |
|-----------------------------|--|---|--|
| <p>HR 763 (Deutsch)</p> | <p>Energy Innovation & Carbon Dividend Act. Imposes a fee on the carbon content of fuels, including crude oil, natural gas, coal, or any other product derived from those fuels that will be used so as to emit greenhouse gases into the atmosphere. The fee is imposed on the producers or importers of the fuels and is equal to the greenhouse gas content of the fuel multiplied by the carbon fee rate. The rate begins at \$15 in 2019, increases by \$10 each year, and is subject to further adjustments based on the progress in meeting specified emissions reduction targets. Imposes a specified fee on fluorinated greenhouse gases.</p> | <p>REQUEST TO CONGRESSMAN LIEU TO SUPPORT RE-INTRODUCING (12/8/20) (Ltr sent 12/22/20)</p> | <p>To be re-introduced Previously supported in last session</p> |
|-----------------------------|--|---|--|

State Legislative Calendar

- January 22 – Last day to submit bill requests to Office of Legislative Counsel
- February 19 – Last day for bills to be introduced
- March 25 – Spring Recess
- April 5 Legislature reconvenes
- April 30 Last day for policy committee to meet and report to fiscal committees fiscal bills introduced in their house
- May 7 Last day for policy committees to meet and report to the floor non-fiscal bills introduced in their house
- May 14 Last day for policy committee to meet prior to June 7
- May 21 Last day **for fiscal committees to** meet and report to the floor bills introduced in their house. Last day for fiscal committees to meet and report to the floor bills introduced in their house.
- June 4 Last day for each house to pass bills introduced in that house.
- June 7 Committee meetings may resume
- June 15 Budget Bill must be passed by midnight
- July 14 Last day for policy committees to meet and report bills
- July 16 Summer Recess begins upon adjournment, provided Budget Bill has been passed
- Aug. 16 Legislature reconvenes from Summer Recess
- Aug. 27 Last day for fiscal committees to meet and report bills
- Aug. 30-Sept. 10
Floor session only. No committee may meet for any purpose except Rules Committee, bills referred pursuant to A.R. 77.2, and Conference Committees
- Sept. 3 Last day to amend bills on the floor
- Sept. 10 Last day for any bill to be passed. Interim Recess begins upon adjournment
- Oct. 10 Last day for Governor to sign or veto bills passed by the Legislature before Sept. 10 and in the Governor's possession by Sept. 10

South Bay Cities Council of Governments

January 28, 2021

TO: SBCCOG Board of Directors

FROM: SBCCOG Steering Committee

RE: Actions of Steering Committee since last Board meeting

The Steering Committee has been delegated the authority by the Board of Directors to take action on time critical and administrative items.

In keeping with the policy approved by the Board for delegating authority to the Steering committee, the following items were approved by the Steering Committee with the requirement that the Board be informed at their next meeting. Governing Board members can ask for review and possible reconsideration of the item at the Board meeting.

November 30, SBCCOG sent a letter to Metro for their December 3 Board meeting re: their considering use of local return funds for other uses.

December 14, the Steering Committee took the following actions to approve:

- Treasurer changed from Hawthorne City Treasurer to El Segundo Finance Director
- 4 contract amendments with the Regional Energy Network to extend the date through August 2021. No additional funds were included.
- Contract with JP Marketing for website redesign for a total cost not to exceed \$71,852
- Letters sent:
 - Metro re: changes in Metro Highway Program Projects
 - Support of AB 78 re: Dominguez Channel – continuing previous support
 - Support of re-introducing HR 763, Energy Innovation & Carbon Dividend Act – continuing previous support

More information on these items is available on request.

RECOMMENDATION

Receive and file

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South Bay Cities Council of Governments

January 28, 2021

TO: SBCCOG Board of Directors

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

SUBJECT: Environmental Activities Report – December 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

Regional Energy Network (SoCalREN); CITY SUPPORT

Contract year is January 1, 2020 - August 31, 2021

Contract goals: Registration: 10 -13 agencies *Status:* 10 registered **GOAL MET**

Enrollments: 6-8 agency *Status:* 6 enrolled **GOAL MET**

Re-engagements: 1 agency *Status:* 1 re-engagement **GOAL MET**

Program presentations: 4 *Status:* 8 presentations **GOAL MET**

In coordination with the SoCalREN team, SBCCOG staff is working with utility companies to obtain energy data from cities that have enrolled in the program. This data will help SoCalREN complete facility assessments and are the foundation for identifying potential projects. SBCCOG staff continues to follow up with the cities of Lomita and Rancho Palos Verdes to complete enrollment. To date the following cities are enrolled in the SoCalREN program: Carson, Hawthorne, Hermosa Beach, Redondo Beach, Rolling Hills Estates, and Torrance. In addition, SBCCOG staff worked with LA County to identify additional funding to support energy efficiency programs which would be done in coordination with the SoCalREN. It appears that there may be additional funding for pilot programs in 2021.

ICF; MULTIFAMILY

Contract year is September 1, 2020 - March 31, 2021.

Contract goals: Track, contact and outreach to local community organizations; track number of virtual events held, and number of attendees; distribute program collateral to local community organizations.

SBCCOG staff attended ICF's kickoff meeting as well as ICF's Multi-family home project training. SBCCOG staff continues to look for opportunities for ICF to present on the Multifamily home project and gathering contact information for property owners. ICF will be adding SBCCOG logo to marketing materials for use when identifying opportunities.

Southern California Gas Company (SCG)

SBCCOG staff, along with the energy engineer, met with Lawndale School District to discuss SoCalGas project potential. The district is interested in having an analysis of their energy use which would be done in

early 2021. The team also continues to work with cities to obtain gas accounts data for benchmarking facilities.

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: 61 exhibit events, presentations, workshops, networking opportunities, etc. as of December 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 reached out to Lawndale School District regarding West Basin Water Bottle Filling Station Program. In addition, information about the program was sent to the School Districts of El Segundo and Redondo Beach. SBCCOG staff continues promote the program through social media and SBCCOG working groups. Direct calls to agencies will be conducted in Jan. 2021.

Task - Support for Workshops, Events, & Webinars

Educational Classes

Contract goal: 10 classes or webinars

Status of goal: 6 completed (virtual classes); 1 class/webinar was held in December; 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 executing a contract to provide delivery options as opposed to holding the standard drive-through event. SBCCOG staff will help coordinate with residents to schedule delivery of the rain barrels. Rain barrel distribution is anticipated to begin again in early 2021. The next planning call with West Basin, LADWP, Torrance, and the SBCCOG will be scheduled for January.

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: no surveys were conducted in the month of December. The outreach to business and agencies was on hold per West Basin but is scheduled to be relaunched in January.

West Basin staff is moving forward with a Cash for Kitchens online portal and is planning to relaunch this program in January. 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: 18 in December
- Number of surveys completed: 500 surveys completed
- Number of customers assisted with rebate application: 0 in December

SBCCOG staff answered resident calls checking on rebate status. SBCCOG staff continues to work with West Basin to help customers estimate their rebates prior to purchase of new units. SBCCOG attended West Basin's program relaunch meeting on December 7, 2020. The program has been so successful that West Basin is implementing a second outreach effort that includes program enhancements based on lessons learned. The water survey kit will relaunch on January 4, 2021. The water saving kits will only be for DAC residents, but clothes washer rebates are available for all communities -- 400 for qualified DAC residents and 100 for qualified non-DAC.

Torrance Water

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

Torrance staff is in the process of reviewing/editing Cash for Kitchens' marketing materials. The goal is to begin outreach in January 2021.

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. Contract renewal is on the Jan. 2021 SBCCOG Board agenda.

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: 61 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of December 2020

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

The Sanitation Districts is notifying South Bay Cities that they have a food waste program that could help cities meet SB 1383 organic waste reduction targets by the Jan. 1, 2022 compliance deadline. SBCCOG staff will be sending e-mail notices out to Public Works Directors the first week of Jan. This legislation established methane emission reduction targets. The LACSD's materials recovery facility can accommodate 165 tons per day of source separated food waste and is currently operating at 30 tons per day. In addition, their Carson food waste receiving station can accommodate 600 tons per day and is currently operating at 300 tons per day. These diversion solutions are offered on a first come first served basis. If cities are interested in these options, contact Will Chen wchen@lacsdc.org; 562-908-4288 ext. 2431 or Habib Kharrat hkharrat@lacsdc.org; 562-908-4288, ext. 6056.

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:* 8 completed - **GOAL MET**
- 1 training for SBCCOG Volunteers on LADWP programs - *Status of goal:* **GOAL MET**
- 6-8 commercial kitchens to be identified for water assessment and conservation training - *Status of goal:* 7 water assessments completed – **GOAL MET**

The 2021 contract is expected in Feb. 2021.

PACE

SBCCOG continues to promote PACE financing for homeowners through Ygrene. 2020 Q3 payments will be reported in January 2021. The HERO program will be not be offered in 2021.

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

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

CAGBN

Contract goals - City of Hawthorne: 10 certified green businesses; *Status of goals:* 4 certified businesses

Contract goals - City of Torrance: 10 certified green businesses; *Status of goals:* 4 certified businesses

SBCCOG staff continues to assist CAGBN (California Green Business Network) cities of Hawthorne and Torrance with certifying businesses and conducting outreach. During the month of December, SBCCOG staff attended the statewide CA Green Business Network conference via Zoom and met with the City of Torrance to discuss the program. A presentation to the Torrance City Council is scheduled for January 19, 2021. This program is dependent on State funding and it is unknown at this time if there will be funding beyond March 2021.

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 (61), Lawndale (27), Hawthorne (45), 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 **238** businesses in the program as of the end of December 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: 125 outreach events; 6 vanpool or rideshare meetings; 3 Survey Engagement

Preliminary planning continued for a new series of “online” workshops for South Bay ETCs to be produced starting in mid-2021.

Metro Express Lanes (MEL) (Contract period Nov, 15 2020 – Nov. 14, 2021)

Because of COVID-19 restrictions, all SBCCOG outreach events have taken place virtually. In support of the MEL marketing goals, SBCCOG staff continued to organize and plan a virtual calendar of events for the 2021 calendar year where Metro’s MEL program materials will be distributed.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Outreach Events

In December

- 1- Virtual Community Event
- 5 - Virtual Networking Meetings

1 – Virtual Workshops

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

- 9 – Virtual Community Events
- 5 – Virtual Business Events

35 – Virtual Networking Meetings
11 – Virtual Workshops

Media

Social Media (*during the month of December*)

- **SBCCOG** -- Totals for Social Media (SBCCOG) (*top tweet – right*)
 - Twitter: 287 followers total, 3,300 impressions* 5 posts
 - Facebook: 141 likes total, 298 impressions 8 posts
- **SBESC** -- Totals for Social Media (*top tweet – right*)
 - Twitter: 563 followers total, 2,500 impressions* 5 posts
 - Facebook: 755 likes total, 218 impressions 6 posts
 - LinkedIn: 142 followers total, 50 impressions 2 post

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



Earned Media/Articles/Network TV

- **“Coronavirus hospitalizations surge to unprecedented level as L.A. announces stay-at-home rules”** – *Los Angeles Times* (12/2/2020) <https://www.latimes.com/california/story/2020-12-02/coronavirus-hospitalizations-surge-to-unprecedented-heights>
- **“Coronavirus hospitalizations surge to unprecedented heights as California considers drastic steps”** – *Bakersfield.com* (12/2/2020) – link no longer available
- **“Cities Weigh Costs of Local Health Departments After County Closure Order”** – *Spectrum News 1* (12/3/2020) <https://spectrumnews1.com/ca/la-west/coronavirus/2020/12/04/cities-consider-splitting-from-la-county-health-department-services>
- **“Coronavirus Business Resources and Grant Opportunities in Hermosa Beach”** – *Patch* (12/4/2020) <https://patch.com/california/hermosabeach/coronavirus-business-resources-grant-opportunities-hermosa-beach>

- **“LA transport to receive fibre-optic boost”** – *ITS International* (12/8/2020)
<https://www.itsinternational.com/its7/news/la-transport-receive-fibre-optic-boost>
- **“15 South Bay cities join forces to launch high-speed fibre network”** – *Cities Today* (12/9/2020)
<https://cities-today.com/15-south-bay-cities-join-forces-to-launch-high-speed-fibre-network/>
- **“California Towns Revel Against Pandemic Restaurant Restrictions”** – *New York Times* (12/9/2020)
<https://www.nytimes.com/2020/12/09/us/coronavirus-california-outdoor-dining-ban.html>
- **“Beverly Hills Looks Into Creating Its Own Health Department”** – *Patch* (12/10/2020)
<https://patch.com/california/beverlyhills/beverly-hills-looks-creating-its-own-health-department>
- **“State Senators Call on Newsom to Classify Restaurants as Essential, Allow Them to Reopen”** – *Eater Los Angeles* (12/15/2020) <https://la.eater.com/2020/12/15/22176418/morning-briefing-restaurant-news-los-angeles-newsom-reopen-restaurants-essential-senators>

Volunteer Program

Status of Program: 5.0 hours December 2020

Grand total as of 12/31/2020 - 20,328 (starting April 2008)

Volunteer participation remains low due to COVID-19.

South Bay Cities Council of Governments

January 28, 2021

TO: SBCCOG Board of Directors
FROM: Steve Lantz, SBCCOG Transportation Director
RE: SBCCOG Transportation Update Covering December 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.

Federal

Biden Names Pete Buttigieg As Transportation Secretary

President-elect Joe Biden has nominated his former rival Pete Buttigieg as U. S. Secretary of Transportation. Buttigieg, former mayor of South Bend, Ind., is poised to become the first openly gay person confirmed by the Senate to a Cabinet post. At 38, Buttigieg would also add youth to an incoming administration that is dominated by leaders with decades of Washington experience.

Buttigieg will play a central role in shaping some of Biden's leading policy priorities. Biden has pledged to spend billions on major infrastructure improvements and on retrofitting initiatives to help the U.S. battle climate change. He also wants to undo the Trump administration's softened carbon emissions standards, sign a major infrastructure bill that was on the President's desk but was threatened with a Trump veto as the new year began, and immediately mandate mask-wearing on airplanes and public transportation systems to slow the spread of the coronavirus.

Biden's FCC and A Democratic Senate Could Change Broadband Internet Policy

President-elect Biden is expected to seek changes in the policy direction of the Federal Communications Commission (FCC) which regulates interstate and international communications by radio, television, wire, satellite and cable in all 50 states, the District of Columbia and U.S. territories. The agency is also charged with expanding broadband in rural areas and leading the rollout of the fifth-generation wireless network 5G.

Although the FCC is an independent U.S. government agency overseen by Congress, the President appoints its members and chairperson, wh must be confirmed by the U. S. Senate. President Biden is expected to appoint the most senior Democratic FCC commissioner, Jessica Rosenworcel, as interim head or the new head of the FCC. Given the Senate's recent confirmation of Republican FCC commissioner Nathan Simington, the agency will then be at a 2-2 deadlock with an equal number of commissioners from the two parties until the Senate approves another nominee.

If the Senate retains its Republican majority, the upper chamber may then end up blocking or delaying a vote on a Biden nominee to the FCC. If Senate control changes hands following the Georgia election in January, it will send a Democratic commissioner to the FCC, paving the way for an entirely different policy agenda for the nation's broadband sector.

President Trump's FCC took a light touch approach to governing the internet, benefiting large private sector service providers but drawing criticism for leaving consumers in the dust. A Democratic controlled FCC would be expected to reinstate the broadband internet as a public utility and to restore net neutrality that would require telecom giants to treat all internet traffic equally and would prevent them from partnering with publishers of content to provide faster speeds for their own apps than they do for other publishers' apps.

A Democratic FCC would also be expected to grapple with the cost of internet services for distance learning and other applications and to provide grants to improve rural internet access.

Congress Sends Trump A \$2.3 Trillion Federal 2021 Appropriations and COVID 19 Package

On December 21st, Congress passed the Consolidated Appropriations Act, 2021 which will provide \$1.4 trillion in federal funding for Fiscal Year (FY) 2021 and approximately \$900 billion for COVID-19 relief from December 1st through March 31st. The 5,593-page package, the second-largest bill ever passed by Congress was signed on December 27th by President Trump, who also sent back a redlined version of the bill that incorporated changes he would like to see incorporated. The President's signature avoided a federal government shutdown that Trump had threatened.

The Act includes all twelve annual appropriations bills for FY 2021 and a quarterly increment of COVID-19 assistance. Although the House of Representatives passed FY 2021 appropriations bills that included critical infrastructure funding earlier this year, this infrastructure funding was not included in the omnibus bill. The bill also does not contain direct COVID 19 assistance for state and local governments or liability protections for businesses. However, the bill extends the ability for state, local, and tribal governments to spend aid money provided under the CARES Act from December 31, 2020 through December 31, 2021.

Transit agencies and other transportation sector stakeholders will receive \$13 billion in federal operating assistance through the Federal Transit Administration. The Federal New Starts transit capital program (Section 5309) would receive \$2 billion compared to \$49 billion in Federal Highway Administration funding.

The COVID-19 relief section of the bill includes: \$10 billion for highways to support State Departments of Transportation and certain local transportation agencies; \$1 billion to support AMTRAK; and \$50 million and spending flexibility for paratransit providers. President-elect Biden indicated that he will pursue additional COVID-19 recovery and stimulus legislation which is likely to include a significant push to modernize U.S. infrastructure to create jobs and combat climate change.

State

California Public Utility Commission Decides to Deploy Automated Vehicles

The California Public Utilities Commission on November 19th voted to deploy an Automated Vehicles (AVs) Program after a successful pilot. California now joins Arizona and Illinois, as well as a number of other states and cities, in providing a green light for companies to operate AVs as taxis, or as ride-hailing vehicles summoned by smartphone apps.

But California's AV regulatory program is distinctly Californian, in that the green light to industry comes with considerable regulatory oversight that reflects a compromise between cities, advocates, and companies. The recent decision:

- Lifts a previous ban on pooling – shared rides among separate parties – and on charging fares for rides.
- Requires companies to submit Passenger Safety Plans that will outline the steps the companies will take to provide accessible and equitable service.
- Requires companies to provide publicly available quarterly data reports that must include each AV trip’s time, date, census tract, and occupancy, total empty miles driven (where neither a driver nor a passenger is in the vehicle), as well as detailed information about the number of electric vehicles in the fleet and their charging behavior.

The CPUC denied the requests of cities for rules that would require local authorities to approve the operation of AV vehicles in their jurisdictions citing a fear that local approvals would, “create a patchwork of local regulations that could conflict with each other and complicate cross-municipality transport.”

CTC Issues Annual Report; Recommends More Money For Active Transportation Program

The California Transportation Commission released its annual report to the legislature in mid-December, describing \$22 billion in transportation investments approved in 2020 for more than 1,200 projects. Due to stay-at-home orders, S. B. 1 gas tax revenues alone were down \$1.9 billion from the typical annual revenue of \$5 billion.

The annual report includes a call for the legislature to increase five-fold the amount of funding for the Active Transportation Program (ATP). Every cycle, the number and size of ATP project requests rise and exceed budgeted funds. Total annual funding for the ATP is about \$220 million, with about \$120 million from the State Highway Account and about \$100 million from S.B. 1. The report notes that additional ATP funds could be allocated from cap-and-trade funds.

The report also recommends providing some relief for another S.B. 1-funded program, the Local Streets and Roads Program, which has required local jurisdictions to keep using local general funds at a consistent level to prevent new gas tax revenues to be substituted for local funds. COVID has been wreaking havoc with local funding, however, so staff recommends lawmakers consider some kind of temporary relaxation of that local commitment requirement.

The report also recommends further exploring a statewide per-mile road charge by testing VMT revenue collection methods. In 2017 the California Road Charge Pilot tested the concept of charging a per-mile fee to eventually replace the gas tax, revenue from which will inevitably shrink as cars become more efficient. That pilot focused mostly on the technology of how mileage could be recorded and accurately reported.

Region

L. A. City Launches Urban Air Mobility Initiative For Flying Cars, Neighborhood Airports

The City of Los Angeles on December 16th launched a one-year initiative, known as the Urban Air Mobility Partnership, to educate and engage the city’s residents about the introduction of low-noise, electric aircraft flying by 2023. A product of a public-private partnership between the Mayor’s Office, the Los Angeles Department of Transportation (LADOT), and Urban Movement Labs (UML), the effort will develop and implement a “vertiport,” a new piece of L.A.’s transportation network where people can go to fly on an urban air mobility (UAM) electric, vertical-take-off-and landing (VTOL) aircraft – a flying car.

The one-year partnership will culminate in a policy toolkit that can be utilized and deployed to support urban air mobility. An Urban Air Mobility Fellow will be charged with advancing a comprehensive public engagement strategy around urban air mobility — how it will strengthen the economy, when L. A. might see vehicles take flight, and how it will impact and improve daily lives while providing a viable option for moving goods and people across the city.

Air Mobility Partnership comes on the heels of the publication of the “[Principles of the Urban Sky](#),” a collaboration between Mayor Garcetti’s office, the World Economic Forum, and a group of 50 industry, not-for-profit, academic, and public sector stakeholders. The principles establish a joint commitment to safe, low-noise, and sustainable urban air mobility operations that prioritize equity of access, connections to transit, purpose-driven data sharing, and local workforce development.

The initiative is being financially supported by the Urban Air Mobility Division of Hyundai Motor Group.

L. A. Metro Launches Innovative MicroTransit Project

Micro is Metro’s introduced a new on-demand rideshare service on December 13th with two zones, one serving the LAX and Inglewood area on weekdays and the other serving Watts/Willowbrook seven days per week. The new service is for short trips and uses small vehicles (seating up to 10 customers). The initial fare is \$1 per ride. The service is meant to be a fast, safe and convenient option for quick trips around town without having to transfer.

Trends

Private Sector Firms Team To Advance Electric Air Taxis

Santa-Cruz based Joby Aviation has raised almost \$1 billion in venture capital and is the first company to receive air worthiness certification from the U.S military. With this certificate, the Joby Aviation eVTOL can now provide transportation of both personal and cargo for the U.S armed forces. This will give Joby the opportunity to further prove the safety and functionality of its electric aircraft, and make any necessary improvements before receiving FAA certification.

Joby Aviation has also acquired Uber Elevate, which is Uber’s initiative to make a network of on-demand air taxi transportation in major cities throughout the globe. Under the terms of the agreement, Uber as a company will remain a part of the partnership and the final overall product. The partnership will integrate both Uber’s ground transportation app and Joby’s air transportation app to provide a seamless travel experience for passengers. To grow this partnership, Uber has invested an additional \$75 million in Joby Aviation, as well as a previously undisclosed \$50 million made in January.

Traffic Thinned, L. A. Smog Grew In 2020

Los Angeles enjoyed a 21-day stretch of smog-free days at the beginning of 2020 that overlapped with the start of coronavirus stay-at-home orders, fueling hopes that dramatic cuts in driving would at least clean the air. No such luck. The year 2020 will instead go down as one of Southern California’s smoggiest in decades with the worst ozone pollution readings and highest number of bad air days since the mid-1990s.

In all, this year there were 157 bad air days for ozone pollution — the invisible, lung-searing gas in smog. The region has also had more than 30 bad air days for fine-particle pollution, or soot. Those numbers were boosted by a pall of smoke from wildfires up and down the West Coast.

Scientists are working to understand the influence of climate change, wildfires, vehicle emissions and lesser-known pollution sources such as the fumes released by disinfectants and other consumer products. They said the pandemic gave them an unparalleled natural experiment, showing what happens when you drastically curtail one source of pollution. What became evident is that decades of regulations have cut passenger vehicle emissions so dramatically that they are no longer California's dominant source of smog-forming pollution.

The highest ozone pollution level recorded in downtown Los Angeles in 26 years — a reading of 185 parts per billion — occurred during a blistering heat wave on Sept. 6, the same day L.A. County exceeded 120 degrees for the first time on record.

Based on this year's high smog readings alone, the South Coast air district said it will not be possible to meet the least stringent of those standards by a 2022 deadline.

Santa Monica To Create Zero-Emission Delivery Zones

Starting in early February 2021, Santa Monica will launch the Nation's first zero-emissions delivery zone. Think robots delivering sandwiches, electric bicycles carting small packages, and plug-in three-wheelers dropping off pizzas.

Funded with a grant from the California Governor's Office of Business and Economic Development and coordinated through the Los Angeles Cleantech Incubator, the pilot program seeks to lower emissions and decrease traffic for food and parcel deliveries. The one-square-mile, zero-emissions delivery zone will be located in Santa Monica's Main Street shopping and dining hub.

How Telework Might Transform L.A.

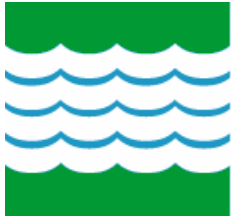
Formerly bustling downtown office buildings and business districts have felt like ghost towns since the COVID-19 pandemic forced many to work remotely. A third of U.S. workers are still working from home, changing the rhythm of life in cities. The shift to remote work may continue long after the pandemic ends.

A recent University of Chicago study found that 37% of jobs in the U.S. can be done entirely from home. Tech companies like Twitter and Facebook have announced permanent teleworking options, while Nationwide Insurance, REI and others are closing office buildings in anticipation of new work patterns. More than 80% of office workers would like to work from home at least once a week after the pandemic, and nearly 90% of executives expect many or most of their employees will do so, according to a June survey by consulting firm PwC.

If a third of people work from home, overall time spent commuting in Los Angeles could drop 32%. Forty-four percent of employers say they feel their employees have been more productive working from home. However, teleworking's long-range impact on networking, collaboration and other activities that benefit from face-to-face interaction is not yet known. If it ends up dampening productivity in the long run, it could shrink the economy and depress wages, potentially countering the benefits of lower home prices and less traffic.

Although predictions of the death of the office are premature, researchers at USC's Marshall School of Business are considering whether a mass move toward remote work could transform American cities and affect housing prices, traffic and commute times, and where people choose to live. They developed a model to help understand what Los Angeles might look like if a third of employees worked from home and came to the following conclusions:

- The population in Los Angeles would spread slightly out from the core to the periphery as teleworking loosens the connection between where we live and where we work.
- Driven by financial concerns and lifestyle preferences, some new telecommuters would move from the urban core to the suburbs and beyond.
- City centers won't hollow out since millennials and others drawn by amenities like restaurants and the arts may stay put even if they no longer have to, assuming these amenities spring back post-pandemic.
- As higher-paid teleworkers move away from central areas, home prices will drop in those locations, making it more affordable for others to move in — especially those who still need to come into the office. This could benefit low-income workers who have been pushed farther into the suburbs by gentrification and currently face grueling commutes.
- Urban neighborhoods may become more economically diverse. Gentrification won't go away, but with less competition for real estate in the urban core, overall housing prices will likely drop citywide. Our analysis of movement within Los Angeles found that overall home prices could decline by around 6%.
- A handful of large cities, including Los Angeles and San Diego, could draw some of the now-untethered telecommuters attracted by the cities' unique amenities. While home prices in most large cities will drop, costs in the most desirable urban areas may not fall much, because of an influx of new residents.
- As people move and real estate prices shift, businesses may also make different decisions about where to locate. And as people spread out, there may be fewer mixed commercial and residential districts that often define city living.



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Eric Garcetti, Chair
L. A. County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Attn.: Joshua Schank
L. A. Metro Chief Innovation Officer

Re: South Bay Cities Council of Governments Comments on Metro’s Recovery Task Force Draft Final Recommendations

Dear Chairman Garcetti:

The South Bay Cities Council of Governments would like to take the opportunity to comment on Metro’s Recovery Task Force – Draft Final Recommendations. Attached is a matrix summarizing the 37 recommendations and the SBCCOG’s related comments.

SBCCOG understands the urgency of mobility and fiscal challenges that are facing Los Angeles County transit operators and local jurisdictions, including: COVID 19 not being under control, continuance of racial and economic inequities, record unemployment, loss of sales tax revenue and resultant negative impacts on regional and local budgets, increased traffic and increased vehicle ownership. COVID continues to be a catastrophic event which, similar to a major earthquake or other region-wide disruption, requires recalculation of previous assumptions and plans, not just for Metro, but for all of the stakeholders that coordinate with Metro.

The Recovery Task Force recommendations provide an excellent starting point for a thoughtful reconsideration of L. A. County’s mobility priorities. SBCCOG agrees with and supports in concept many of the recommendations and we appreciate the effort required by the Metro Recovery Task Force to compile a conceptual set of investments. However, we believe It’s time to step back and determine what can

LOCAL GOVERNMENTS IN ACTION

Carson El Segundo Gardena Hawthorne Hermosa Beach Inglewood Lawndale Lomita
Los Angeles Manhattan Beach Palos Verdes Estates Rancho Palos Verdes Redondo Beach Rolling Hills
Rolling Hills Estates Torrance Los Angeles District #15 Los Angeles County

reasonably be implemented over the next decade before any specific initiatives are considered in isolation as stand-alone actions.

The SBCCOG has several concerns regarding implementation of the recovery recommendations without an understanding of the aggregate costs, benefits and trade-offs of the full Recovery program. We are concerned that the Metro Board will take up the entire list of 37 recommendations and consider approving most or all of them in one Board motion. We would also be concerned if the Board were to approve each recommendation in isolation. We strongly encourage the Metro Board to adopt a comprehensive implementation strategy that fully considers the inter-related mobility and financial aspects of the aggregated individual recommendations in light of current mandatory obligations and current commitments.

A comprehensive Recovery Implementation Strategy would identify:

1. **A comprehensive multi-year capital and operating plan.** The Board should be provided detail comparable to that found in Metro's successful NextGen Bus Study. Although some recommendations can be implemented without affecting current capital and operating budget commitments, several recommendations, such as the fare-less system initiative, will have significant initial and ongoing costs and revenue impacts that will ripple across the agency's current and future capital and operating budgets. Some recommendations may even require deferral or abandonment of current Board commitments. These far-reaching recommendations deserve more Board scrutiny before being included in Metro's Short-Range financial plans or annual budgets.
2. **A 10-year implementation timeframe for each recommendation.** We believe the recommendations and their financial implications could be better addressed if they were grouped according to an implementation timeframe (e. g.: immediate, 1-3 years, 3- 5 years, and 5+ years}. This would allow Metro to evaluate new initiatives in the context of current commitments and anticipated resources over the next decade.
3. **An analysis of annual budgetary tradeoffs for each recommendation.** Some of the Plan's elements include funding actions that have previously been approved by the Metro Board (e. g.: the NextGen Bus Study, the Congestion Reduction Program). We encourage Metro staff to identify the pre-existing funding sources and amounts of any prior Metro Board approvals

for each near-term recommendation. For recommendations that lack sufficient prior funding, Metro should evaluate whether current commitments need to be deferred or abandoned to fund more critical and timely recommendations within available current or short-term budget resources.

4. **Secure partner commitments prior to approving recommendations.** Several of the initiatives such as acceleration of complete streets projects, joint development, and provision of new affordable housing around station areas require close cooperation with local jurisdictions that control land use and uses of local streets. Metro should involve all relevant public partners in the development of implementation plans for each of its recommendations. In addition, written concurrence from potential partners on the scope, funding sources and implementation timeframes should be secured before the Metro Board approves a multi-jurisdictional recommendation.
5. **Adopt specific Metro roles and funding commitments for “the trip not taken” applications.** In addition to building out the fiber-optic infrastructure throughout L. A. County, Metro has the opportunity to play a central role and be a funding source to enable standardized telework and e-commerce applications that support reduction of vehicle miles traveled, congestion reduction, equity, and access to opportunity. Metro also should provide technical assistance and regulatory guidance in the development of public infrastructure that will be needed for autonomous vehicles that will be used in goods movement and transit.
6. **Reducing car ownership through promoting local use vehicles.** For several years, the SBCCOG has encouraged our communities to support the purchase of local-use vehicles (golf carts, electric bikes, scooters, etc.) that can provide zero emission passenger and goods movement mobility options at a fraction of the cost of purchasing a traditional car or truck. We are also developing a South Bay Local Travel Network intended to remove vehicles from major arterials by effectively using the local street network in the South Bay. We encourage Metro to expand the recovery program to include a zero-emission local use vehicle subsidy component that would incentivize the purchase of a zero emission local use vehicle aimed at promoting car-light households and improving neighborhood mobility in disadvantaged communities.

If there are any questions, please call:

Jacki Bacharach, SBCCOG Executive Director, at (310) 293-2612, or
Steve Lantz, SBCCOG Transportation Director, at (213) 494-8557.

Thank you for considering our input.

Sincerely,

Olivia Valentine
Board of Directors Chair
South Bay Cities Council of Governments
Hawthorne City Council Member

cc: L. A. Metro Board of Directors
SBCCOG Board of Directors
Dr. Joshua Schank
Jacki Bacharach, SBCCOG Executive Director

**Attachment E - Summary of Metro Recovery
Task Force Final Recommendations**

Attachment B, Exhibit 1 Draft - as of 1.3.21

| # | Metro Recovery Task Force Final Recommendations | Costs | Timeframe (SBCCOG est.) | SBCCOG Staff Notes |
|----|--|-------------------------|--|---|
| 1 | Survey riders on current travel patterns, modes, future plans and customer experience | negligible | completed | Survey sent to 11,000 previous on-board survey respondents. 23% response rate. Effort was entirely in house |
| 2 | Fund Safe Streets | no new cost | completed | Metro in May allowed Cities that received 2020 Open Streets grants to repurpose \$ on safe / slow streets programs |
| 3 | Expand and Innovate cleaning - on high touch areas of infrastructure | \$8.8 mil / yr. | immediate, ongoing | Staff is exploring a range of technology and chemical treatment options. |
| 4 | Distribute masks to riders | \$1.3 mil / yr. | immediate, ongoing? | Reduces conflicts with bus drivers. Funded through December 2020 (@\$50,000); Needs additional funding to continue |
| 5 | Allow mask and personal sanitizer vending | potentially no new cost | immediate | Use Metro staff and licensed vendors at some stations where free masks are not being distributed by staff. |
| 6 | Implement smart phone contactless visual payment TAP application | revenue positive | completed for Apple phones, immediate for Android phones | Enables new fare revenue with rear door boarding by using contactless fare payment |
| 7 | Improve on-line public meeting protocols | negligible | immediate | Minor cost for Zoom licenses and WiFi hot spot for each meeting |
| 8 | Increase ventilation on buses, enhance HVAC filtration systems | unknown | 1-3 years | Metro staff is testing 3-stage HVAC filtration system for future installation. Costs tbd. |
| 9 | Support employee parents that cannot work from home | neutral? | immediate | Metro is Implementing creative HR policies, childcare matching, TOWP donation, Metro villages at key stations for distance learning / telecommuting. SBCCOG is concerned that aggregate annual costs do not significantly impact operating and maintenance budgets. |
| 10 | Restore service to stay ahead of demand, retain rear-door boarding | unknown | immediate, ongoing | Revenue is near zero (down \$240 mil / year), Includes Next Gen Phase 1 service has lower revenue service hours (5.5 million / yr.) than pre-COVID (7 million / yr.); Metro monitors ridership/demand weekly. Cost impact depends on when Metro resumes fare enforcement. |
| 11 | Study New Bike Share Models | unknown | 1-3 years | Re-bid contract or bring ops/maintenance in house to be performed by Metro staff. TBD in early 2021. Limited savings in current budget. |
| 12 | Promote Metro Active Transportation (MAT) - walking and biking with more bike infrastructure and more Metro bikes | \$120,000 | immediate | Metro to fully fund MAT Cycle 1, pilot to distribute bikes, Adopt-A-Bike program using abandoned bikes. |
| 13 | Allow and promote telework - new telework policy in January 2021 | unknown | 1-3 years | 14% of Metro staff is currently telecommuting. Cost: \$2,000 / participating employee for laptops, software, training offset by \$13 mil. reduction in non-hq rent and reduced turnover (\$10K - \$30K per employee) |

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| 14 | Install more Bus Lanes at congestion hot spots - on streets | negligible | 1-5 years | Planning and installation of bus lanes are in current budget and included in NextGen capital program/ Needs concurrence of local jurisdictions. |
| 15 | "We're Here for You." marketing and communications campaign | \$500,000 through 12/20. | immediate | Themes: Travel Safe, Cleaning efforts, service adjustments, rear-door boarding, social distancing, bus crowding, APTA's safety and Health Commitment program |
| 16 | Increase Customer Ambassadors - non security staff | Annual cost: \$55,000 to \$7.4 mil. | 1-3 years | Options range from 50 repurposed FTEs to 50 new FTEs. Staff seeking a Community Organization partner for a pilot. Project being "aligned" with Fareless System Initiative. New staff not included in Metro budgets. |
| 17 | Explore new mobility solutions - MicroTransit, Mobility on Demand | negligible | 1-3 years | Mobility Services RFI responses being reviewed. No significant costs in FY 21. May reduce fixed -route transit demand. |
| 18 | Use budget to advance recovery - for Metro short-term operating and capital priorities | \$1.5 million to \$130 mil. | 1-5 years depending on funding | Implement Next Gen speed/reliability improvements (\$7 M), station and bus plaza expansion (\$16.3 M), enhanced service on BRT and other routes (\$107 M). Needs budget amendment for balance of FY 20-21 and beyond. |
| 19 | Reimagine capital projects - within Ordinance constraints | negligible | 1-3 years | Recovery TF developed project assessment matrix tool to analyze projects based on enhanced mobility and ridership, equity and Title VI compliance, and health and economic development. Tool was not used for pandemic prioritization. No FY 20-21 budget impact, but potentially significant capital project impacts thereafter. |
| 20 | Better Address Homelessness -connect unhoused on Metro system with services and housing. | \$5 mil. /yr. | 1-5 years | Use Metro property for transitional housing through partnerships with community-based organizations (CBOs). Needs further analysis of future Metro budget impacts. |
| 21 | Run Express Buses on Improved HOV and Express Lanes - on freeways | tbd | 1=3 years | Advocates raising min. vehicle occupancy requirement and expanding ExpressLanes network to improve bus speed and efficiency. |
| 22 | Accelerate Networks of complete streets | tbd | 3-5 years | Recommends creation of an internal Metro Complete Streets Plan of priority corridors. Needs concurrence of local jurisdictions. Not included in Metro budget. |
| 23 | Fully integrate Transit in LA Region | tbd | 5+ years | T. F. would have Metro drive regional, state and national mobility agendas and policies. Recommends one Integrated countywide fare (or fareless) structure, single/unified customer information location, enhanced data management through RIITS, enhance 511, updated signage at shared stops, seamless trip planning, more mid-day Metrolink service, synchronized shakeout dates between Metro and Munis. Needs new funding and concurrence of Muni Operators. |
| 24 | Offer incentives to reduce car ownership - and use transit | \$15 mil. / 10,000 conversions | 1-5 years, depending on funding | Goal: get 10,000 new riders on transit and out of their car with a program of free transit, free/discounted bikes, mobility wallets, better bus options or other incentives for households to become car-free or car-light. Not included in Metro budget. |

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| 25 | Improve station amenities | tbd | 1-5+ years | E.g.: food, retail, restrooms. Need to evaluate capital and operating costs, potential funding sources. Not included in Metro Budget. |
| 26 | Improve Public Engagement and Strengthen Rider Voices | tbd | immediate, ongoing | Examples: Include demographic metrics in outreach effectiveness to ensure Metro reaches the most impacted stakeholders and transit reliant communities; Create toolkit of Metro resources for riders; Elevate role of CAC; Overhaul website. Not included in Metro budget. |
| 27 | Gather more data on equity and travel patterns | tbd | immediate, 1-3 years | Centralize storage and availability of location-based services data in Metro ITS Department to better understand travel patterns, access to key destinations and mode share demographics. New staff and technology licenses not included in Metro budget. |
| 28 | Share data and information internally more openly and effectively | tbd, potential cost savings | immediate | Develop internal data management policy on data access, security, deploy a digital asset management system, open data policy and portal |
| 29 | Accelerate Joint Development and Transit-Oriented Communities | revenue generator | immediate, ongoing | Update JD policy to prioritize communities with the deepest need to support economic development, counteract displacement; Reinvest revenue in an affordable housing trust fund, a strategic acquisition fund, and JD pilot projects. Needs concurrence of local jurisdictions. Not included in Metro budget. |
| 30 | Expand Region's broadband infrastructure | tbd, potential cost savings and new revenue | 3-5 years | Co-locate infrastructure; include fiber and above-ground facilities for internal network operations and WiFi access to riders. Needs concurrence of local jurisdictions. Not included in Metro budget. |
| 31 | Create green jobs and green infrastructure | tbd | 3-5 years depending on funding | Partner with utilities and local agencies on sustainable energy and water infrastructure; Use P3s, Cap-and-Trade financing. |
| 32 | Reimagine "Destination Discounts" | TBD | 1-3 years | Additional Marketing and Arts/Design FTEs and program costs need to be determined. New positions not included in Metro budget. |
| 33 | Study how Metro can reduce capital construction costs | TBD, analysis costs are negligible | immediate | Staff will develop and implement measures in 11 areas of Capital Program Management. |
| 34 | Build staff capacity | 25% potential savings | immediate, ongoing | Metro Program Management identified a potential to save 25% by using Metro staff for core agency functions rather than contractors. Enforce DBE/SBE/DVBE commitments in contracts. Metro needs to evaluate short-term savings vs long-term pension costs. |
| 35 | Use Measure M and R Ordinances | tbd | unknown | Without taking funds from any project, subfund or subregions, potential amendments could enable: Highway Reform recommendations, more rapid response to pandemic and transit system expansion. Needs local participation in development, written concurrence. |

| | | | | |
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| 36 | Expand revenue - optimize commercial revenue opportunities | tbd | 1-5+ years | Partner on 13 areas of revenue generating projects, including: advertising, digital billboards, sponsorships, leases, etc. Revenues may require initial capital or staff investments. Initial staff costs not included in Metro budget. |
| 37 | Identify funding for incentives to reduce car ownership and increased transit funding | tbd | 1-5+ years | Explore progressive revenue sources such as a vehicle license fee, tax on commercial parking, federal and state funding, etc. Not in Metro budget. |

South Bay Cities Council of Governments

January 28, 2021

TO: SBCCOG Board of Directors

FROM: SBCCOG Steering Committee

RE: Special Assessment for SBCCOG Regional Planner

Adherence to the 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.

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

Goal C: Member Networking and Communications. Sustain and strengthen Board and member commitment to SBCCOG and its initiatives.

Background

Over the last few months, SBCCOG staff has been discussing with the Community Development Directors and City Managers the idea of the SBCCOG hiring a planner who would work with cities on land use issues and monitor and interpret housing legislation as well as enhancing the SBCCOG's climate action work. See attached draft scope of work.

This discussion has been precipitated by the many issues that are coming to COG's dealing with land use. Not only the proliferation of state housing legislative proposals, but also SCAG relying on the COGs to administer and develop the Regional Early Action Program (REAP) for which we will be working on 4 projects with Community Development Directors for several years. In the last two years, Gateway COG has hired a planner for their region and they have found it very helpful.

This person would be a resource to address issues shared by all of the cities. In most cases, the existing city staff are working to their limit, busy with their existing workload.

The Community Development Directors, City Managers and Steering Committee have been supportive of the proposal knowing that it would need to be financed through a special assessment. A matrix of two possible special assessment scenarios is attached. The first column is a breakdown of cities by size which is the same as the way we financed the development of the cities' climate actions plans. The second column has one cost for all cities.

It is the staff's intention to use funding from the REAP program as permissible to pay for part of this position and if the entire assessment is not needed, the excess would roll over into the following year reducing the assessment for that year. Gateway COG finances their

planner through SB2 funds which cities receive every year which also could be a potential source of funds for cities to pay the assessment.

RECOMMENDATION

Approve the hiring of a planner for the subregion who would work under the direction of the SBCCOG on priorities established by the City Community Development Directors and the SBCCOG. The position will be funded by an assessment based on the population categories (1s column) in the attached matrix.

Draft Scope of Work – South Bay COG Director of Regional Development*

*Regional Planning might be more descriptive but some funds won't pay for planning

The Director of Regional Development is responsible for conducting the agency's housing and development program as follows:

Always in consultation with the city Community Development Directors:

- Assist the COG and member jurisdictions in developing a coherent housing policy to ensure that state policy goals to accelerate housing production are met, while also meeting the local needs of communities in the SBCCOG region;
- Track state housing policy and legislation, recommend advocacy positions to be taken by the SBCCOG Board and support or participate in legislative advocacy on behalf of the SBCCOG as directed;
- Track and participate in the development of regional plans, particularly the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) periodically developed by SCAG; track and participate in related regional committee meetings (Technical Working Group, Regional Council, Policy Committees, etc.); and keep COG members informed of their implications;
- Track and participate in SCAG's RHNA process, including RHNA Subcommittee meetings for the distribution methodology, and keep COG members informed of the process and its implications;
- Oversee the implementation of the SCAG REAP programs that the SBCCOG has submitted on behalf of SBCCOG cities;
- Work with other COG and city program staff, including transportation planning, economic development, and homelessness to ensure that policy, planning, and project development efforts are coordinated;
- Develop a comprehensive understanding of what cities are doing throughout the state on complying with requirements, i.e. best practices, re: ADU's, public participation, etc.;
- Track member jurisdictions' compliance with state housing law and assure they receive technical assistance as needed;
- Be a resource to cities on request – conducting research, assisting with RFP's
- Further develop the agency's climate planning initiatives by ensuring member jurisdictions continue to use the Climate Action Planning Framework; update the CAP Framework and develop additional tools as needed;
- Recommend and develop additional innovative planning programs as needed, and monitor and share funding opportunities to help the South Bay Cities prosper economically, environmentally, and socially.

Special Assessment Proposed for Regional Planner

OVER 75,000 population

| | | |
|--------------------|-------|------|
| Carson | 9,000 | 7060 |
| Hawthorne | 9,000 | 7060 |
| Inglewood | 9,000 | 7060 |
| Los Angeles County | 9,000 | 7060 |
| Los Angeles City | 9,000 | 7060 |
| Torrance | 9,000 | 7060 |

30,000 TO 75,000 population

| | | |
|---------------------|-------|------|
| Gardena | 6,500 | 7060 |
| Lawndale | 6,500 | 7060 |
| Manhattan Beach | 6,500 | 7060 |
| Rancho Palos Verdes | 6,500 | 7060 |
| Redondo Beach | 6,500 | 7060 |

UNDER 30,000 population

| | | |
|-----------------------|-------|------|
| El Segundo | 4,000 | 7060 |
| Hermosa Beach | 4,000 | 7060 |
| Lomita | 4,000 | 7060 |
| Palos Verdes Estates | 4,000 | 7060 |
| Rolling Hills | 4,000 | 7060 |
| Rolling Hills Estates | 4,000 | 7060 |

| | | |
|-------|---------|--------|
| TOTAL | 110,500 | 120020 |
|-------|---------|--------|

Gateway COG has a budget of \$130,000 for this position. With their REAP funding, it is now closer to \$150,000.



TO: SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
FROM: JEFF KIERNAN, REGIONAL PUBLIC AFFAIRS MANAGER, LEAGUE OF CALIFORNIA CITIES
RE: UPDATE FOR JAN 28 BOARD MEETING (as prepared 1/20/2021)

Upcoming Events

- [New Mayors & Council Members Academy](#), Jan. 21 – 22 & 28 – 29
- [City Managers Conference](#), Feb. 1, 3, & 5
- [Effective Communication in a Virtual World \(LA County Division\)](#): Feb. 25 from 3 – 4:30 PM
- **Roundtable Discussions** – Cal Cities has been initiating roundtable discussions on various topics and with different professional departments. Sign-up at <https://www.cacities.org/Education-Events/Calendar>.

Although subject to change, this is the rough schedule for these events:

- 1st and 3rd Tuesday at 9 a.m. Parks and Rec
- 2nd Wednesday at 3 p.m. Personnel and Employee Relations
- 3rd Wednesday at 12 p.m. Mayor and Council Member (3rd Wednesday)
- 2nd and 4th Wednesday at 1:30 p.m. City Clerks (2nd and 4th Wednesday)
- 4th Thursday at 11 a.m. City Managers (4th Thursday of the month)

Legislative Update By Issue Area

The Legislature’s deadline to submit new legislation is February 19th and for the four weeks after that deadline they are expected to focus on the adding details to their bills, the budget, and hearings to confirm Governor Newsom’s pick for Secretary of State. The legislature is not expected to hold hearings on regular legislation until March, except for those urgency issues that the Governor has asked them to take early action on (which will go through the budget committee process).

Below is part of a document that was provided to the Cal Cities policy committees this month with the issues we anticipate will come up in each policy area. Please let me know if you have any questions.

Overview & State Budget

To kick off the 2021 legislative session, Governor Gavin Newsom unveiled a record-breaking \$227.2 billion budget proposal for the 2021-22 fiscal year.

The proposed budget includes a \$164.5 billion General Fund and projects \$34 billion in total reserves and surplus. The budget significantly restores the state’s rainy day fund, and economic support reserves that were diminished last year. A surplus of \$15 billion, largely in one-time funds, are available for spending to address COVID-19 and support resilience and recovery.

During his press conference, the Governor said his budget proposal focused on the “most urgent needs” of Californians, including vaccinations, the safe reopening of schools, support for small businesses, money in the pockets of Californians, and wildfire preparedness. Notably, aid to local governments for COVID-19 costs and budget impacts are absent from the Governor’s proposal - setting the stage for renewed advocacy and coalition building in 2021 to secure funding.

While the budget takes center stage, the Legislature is beginning its annual introduction of thousands of measures. To date, a fraction of these measures have been formally introduced but the number of measures is expected to increase. Details on Governor Gavin Newsom’s Proposed 2021-22 State Budget can be found in the [Cal Cities 2021-22 State Budget Analysis](#).

Housing, Community and Economic Development (HCED)

Addressing California's persistent housing supply and affordability crisis continues to be a top priority for many Legislators and Governor Newsom. The 2021 legislative session, which kicked off on December 7, 2020, has gotten off to a fast start with nearly two dozen housing and land use bills already introduced. Some of the measure are reintroductions of bills that failed in 2020. Below are a few key bills cities should consider examining:

- [SB 5](#) (Atkins) Housing Bond.
This measure expresses the intent of the Legislature to authorize the issuance of a bond, of an unspecified amount, to fund housing-related programs.
- [SB 6](#) (Caballero) Local Planning. Housing in Commercial Zones. *[SB 1385 last year]*
This measure would create the Neighborhood Homes Act, which establishes a housing development project as an authorized use on a neighborhood lot, defined as a lot zoned for office or retail commercial that is not adjacent to an industrial use.
- [SB 9](#) (Atkins) Housing Development Approvals. Duplexes and Lot Splits. *[SB 1120 last year]*
This measure would require a local government to ministerially approve a housing development containing two residential units (duplex) in single-family zones. Additionally, this measure would require local governments to ministerially approve urban lot split.
- [SB 10](#) (Atkins) Housing Development: Approvals *[SB 902 last year]*
This measure authorizes a local government to pass an ordinance to zone any parcel for up to 10 units of residential density per parcel without the need for CEQA.
- [SB 15](#) (Portantino) Housing Development: incentives: rezoning of idle retail sites *[SB 1299 last year]*
This measure creates the Workforce Housing Reward Program, which requires the Dept. of Housing and Community Development to make local assistance grants to cities, counties, that provide land use approval to housing developments that are affordable to very low and low income households. Requires HCD to administer a grant program to incentivize the rezoning of idle big box or commercial shopping centers.
- [SB 55](#) (Stern) Very High Fire Hazard Severity Zone. State Responsibility Area. Development Prohibition.
This measure would prohibit the creation or approval of a new commercial or residential development in a very high fire hazard severity zone (VHFHSZ) or a state responsibility area (SRA).
- [AB 15](#) (Chiu) COVID-19 Relief. Tenant Stabilization Act of 2021.
This measure would extend the definition of "COVID-19 rental debt" as unpaid rent or any other unpaid financial obligation of a tenant that came due between March 1, 2020, and December 31, 2021.
- [ACA 1](#) (Aguiar-Curry) Local Government Financing. Affordable Housing and Public Infrastructure. Voter Approval.
This measure would create an additional exception to the 1 percent limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55 percent of the voters of the city, county, or city and county.

Environmental Quality (EQ)

Many of the Legislature's environmental goals in 2020 were halted due to the COVID-19 outbreak and the associated truncated legislative timeline. Efforts around passing a climate resilience bond, making reforms to

electric utilities regarding wildfire prevention, and overhauling the recycling system in California all died along the way. A similar story was true for the adopted 2020-21 budget, with many of the bold and expensive environmental programs being stripped from the adopted budget due to the foretold economic downturn as a result of COVID-19 stay-at-home orders. It is anticipated that many of the environmental bills this year will be redux of last year's proposals.

Of those bills already introduced, city officials can anticipate a number of bills related to regional climate change adaptation planning as the Legislature continues to push for more to be done to address climate change. Along these lines there has also been a slew of bills introduced related to sea level rise and how to provide resources to local governments to address its effects.

Wildfires and disaster preparedness continue to be top of mind for legislators as 2020 saw another devastating year of catastrophic wildfires. The usual casts of legislators, such as Senators Dodd, McGuire, and Stern have bills seeking to make changes in this space. Some of these bills also attempt to address the energy shortfalls experienced this summer with record temperatures and widespread power shutoffs. Senator Portantino is taking up the mantle of carrying a wildfire and climate resilience bond measure as the Legislature makes its third attempt at passing such a measure.

Lastly, solid waste and recycling issues are expected to come to a head this year as cities will face increasing costs to recycle and implement new state organic waste mandates. Many are pushing for significant reforms for the Bottle Bill and taking a look at retooling the entire recycling system in California. Cal Cities is engaged in these conversations and will be advocating for flexibility and additional time to help cities address these issues, including organic waste diversion, in ways that work for all cities.

Community Services (CS)

The COVID-19 pandemic has dramatically changed how cities deliver and operate their community services. Once vibrant senior centers and parks and recreation programs are now closed or suspended. More health services are increasingly needed as our communities are hurting from being isolated and apart from loved ones.

The 2021 legislative year is shaping up to address some of the issues our communities face in the time of COVID-19. There have been several bills introduced seeking to help residents have expanded access to mental health services and nutritional food. Additionally, the legislature and Governor will be focusing on implementing the newly released "Master Plan for Aging" to help our senior and aging populations grow older with care and dignity.

We can also expect the distribution of vaccines to be an issue that the Legislature will be discussing as communities around the state are racing to get as many residents vaccinated as quickly as possible. There may be overlap between our community services and parks and recreation departments to offer their help in establishing vaccine centers or creating public awareness campaigns on why residents should get the vaccine.

Lastly, disaster and community resiliency continues to be top of mind for the Legislature. We anticipate there will be several bills introduced to establish creative ways for communities to come to the table to establish more holistic and inclusive plans for what to do before, during, and after a disaster happens.

Public Safety (PS)

In response to the death of George Floyd and the ensuing demonstrations across the country, the 2021 legislative session will feature efforts to address matters of institutional racism, police reform, and racial equity. To facilitate this work, legislative leaders have formed an Assembly Select Committee on Police Reform chaired by Assembly Member Mike Gipson. The Select Committee is tasked with developing

meaningful changes to policing and enhancing public safety.

Although early in the session, there have already been several notable police reform bills introduced, such as [AB 89](#) (Jones-Sawyer), which sets minimum qualifications to becoming a police officer, such as a bachelor's degree requirement for officers under the age of 25. There have also been several placeholder bills introduced that Cal Cities will be monitoring this legislative session, such as [AB 17](#) (Cooper) relating to police officer disqualifications from employment, and [SB 2](#) (Bradford), which would provide for expanded decertification of peace officers.

To inform Cal Cities efforts in this area, Cal Cities is establishing a task force of city officials to examine a wide range of public safety and policing programs and to make recommendations regarding state and federal policy actions to better support local policing. The work of the task force will complement the work of the Public Safety Policy Committee in the year ahead.

Finally, in June 2020, the Cal Cities Public Safety Policy Committee voted to support [AB 2481](#) (Lackey) to establish a timeline for when specified sexual assault forensic evidence must be submitted to a crime lab, and when such evidence must be tested by a crime lab. While this measure ultimately failed in the Assembly Appropriations Committee, Assembly Member Lackey has decided to reintroduce this bill as AB 18 (Lackey). Cal Cities will be submitting a support letter on this measure.

Revenue and Taxation (RT)

To the interests of local government revenue and taxation, the budget seeks to expand existing sales tax exclusions to support green manufacturing and implement new revenue reductions to support installation of electric vehicle charging stations and small business rehiring. Cal Cities will engage on these items to mitigate local government impacts.

To the broader tax policy landscape, open questions remain as to the reaction of the Legislature to the defeat of Proposition 15 (“split roll”) on the 2020 ballot and the passage of Proposition 19 (“base-year transfers”). Furthermore, proposed tax hikes on wealthy individuals were put aside in the previous session in queue of the proposition outcomes. With pressure intensifying to increase per-pupil funding, correct structural deficits facing core safety net programs, and hoist local government funding all while supporting economic recovery, these discussions will certainly continue in 2021.

To dive deeper into the proposed budget, review of the Legislative Analyst’s analysis ([here](#)).

Transportation, Communications, and Public Works (TCPW)

COVID-19 has shined a bright light on the lack of access to reliable and affordable broadband service in unserved and underserved communities who have struggled to stay connected to school, work, and healthcare in the digital environment. Anticipating increased attention on broadband issues in the Legislature, the Transportation, Communications, and Public Works Policy Committee adopted new policy in June 2020, supporting efforts to close the digital divide, especially in unserved and underserved communities. Additionally, broadband deployment was included in Cal Cities 2021 Strategic Priorities. Legislative leaders have already begun introducing comprehensive broadband bills, including [AB 14](#) (Aguiar-Curry) and [SB 4](#) (Gonzalez), which seek to extend the ongoing collection of funds deposited into the California Advanced Services Fund (CASF) to provide communities with project grants. Additionally, [AB 34](#) (Muratsuchi) proposes a \$10 billion general obligation bond measure for approval by the voters during the statewide general election in 2022. Cal Cities anticipates engaging on several of these measures during the course of the legislative session.

In September 2020, the Governor issued an [executive order](#) requiring that by 2035, all new cars and passenger trucks sold in California be zero-emission vehicles and emphasizing that zero-emission vehicles are a key part of California's clean, innovative economy. The Governor renewed his commitment to reaching these targets in his January proposed budget, with \$1 billion in future revenues for electric vehicle charging and hydrogen fueling stations, and \$465 million in Cap-and-Trade funding to improve access to new and used zero-emission vehicles.

Cal Cities anticipates the Governor's Administration's continued focus on zero-emission vehicles could translate to legislation in this space. Last year, Cal Cities opposed [AB 2168](#) (McCarty), which would have created a 15-day permit shot clock for electric vehicle charging stations.

While this measure failed to pass out of the Assembly Local Government Committee, Cal Cities would anticipate that similar legislation, as well as other attempts to speed the deployment of electric vehicle infrastructure, may be introduced in the coming year.

Lastly, while Cal Cities had success last year in the micromobility space with the passage of the our sponsored [AB 1286](#), additional legislation in this area is anticipated including efforts to both restrict and expand access to user trip data. Cal Cities will continue to oppose efforts to limit cities authority to access meaningful data from companies operating within their jurisdiction.

Governance, Transparency, and Labor Relations (GTLR)

In 2020, local governments faced many challenges in the Governance, Transparency and Labor Relations area. As a result of the COVID-19 pandemic there was a significant expansion of worker protections and we will most likely see an emphasis on those protections and related workers' compensation issues persist until the nation is sufficiently inoculated against the coronavirus. Cal Cities was very active in negotiating with coalition partners on AB 685 (Reyes) and SB 1159 (Hill) which made the final forms of these measures much more workable for public and private employers.

The Governor issued executive orders that enabled seamless teleconferencing for local governments to maintain continuity of government and pausing the need to transition from at large to district elections under the California Voting Rights Act. We intend to work with our local government partners in advocating for greater flexibility under the Brown Act to allow public agencies to modernize their operations while respecting transparency.

With regard to CalPERS, they again did not meet their investment target as a result of the pandemic induced recession and also saw the ouster of their Chief Investment Officer. Cal Cities continues to advocate for support for local governments in meeting their financial obligations while also supporting the investment strategies that will deliver the returns CalPERS needs in order to protect cities from exorbitant rate increases.

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The Regional Council may consider and act upon any of the items on the agenda regardless of whether they are listed as Information or Action items.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE (The Honorable Rex Richardson, President)

PRESENTATION (The Honorable Eric Garcetti, Mayor of Los Angeles)

Equitable Climate Action Leadership

PUBLIC COMMENT PERIOD: The Chair has the discretion to reduce the time limit based upon the number of speakers and may limit the total time for all public comments to twenty (20) minutes.

REVIEW AND PRIORITIZE AGENDA ITEMS

ACTION ITEM

1. Climate Change Action Resolution

- Recommended that the Regional Council adopt Resolution No. 21-628-1 on Climate Change Action.
- At the October 1, 2020 meeting of the Energy and Environment Committee (EEC), the Chair and members of the Committee requested that SCAG staff prepare a resolution affirming a climate change crisis in Southern California. A draft version was prepared and presented to the EEC on November 5, 2020, at which time Committee members provided guidance and suggestions emphasizing SCAG's unique role in the region.
- Members of the EEC provided feedback that additional emphasis be placed on the economic and workforce benefits of climate adaptation and mitigation strategies within the Resolution, that further information on climate hazards be included (e.g. extreme heat impacts, drought, sea level rise, etc.), that planning for zero-emission vehicles be integrated, and that resources for climate mitigation and adaptation include multiple sectors (e.g. energy and land use).
- Overall, Members of the EEC asked that SCAG consider calling on local and regional partners to join to further reduce greenhouse gas (GHG) emissions, improve regional resilience, and reduce hazards from a changing climate. Accordingly, staff has prepared a revised Resolution for consideration and action as appropriate by the EEC and Regional Council.

CONSENT CALENDAR

(Some potential items that may be pulled)

APPROVAL ITEMS

ITEM 2

- **Recommended that the Regional Council approve the minutes of the November 5, 2020 meeting.**
- During its November 5 meeting, the Regional Council received a presentation from Wade Crowfoot, California Secretary for Natural Resources; received a presentation from staff regarding the SoCal Climate Adaptation Planning Guide; approved the Sustainable Communities Program Housing and Sustainable Development guidelines and released the Call for Applications; and approved a number of consent items.

ITEM 3

- **Recommended that the Regional Council adopt Resolution No. 21-628-2 approving Amendment 3 to the FY 2020-21 Overall Work Program (OWP).**
- This proposed amendment increases the budget from \$89.5 million to \$93.2 million. Amendment 3 is a formal amendment that includes: programming unexpended Consolidated Planning Grant (CPG) funds and Transportation Development Act (TDA) funds for ongoing regional transportation projects; adjusting balances for SB 1 Sustainable Communities Formula and Competitive Grants; adjusting balances for various federal and state grants; adjusting staff time allocations in various OWP projects; and adding \$0.2 million for the TDA Capital budget.

ITEM 4

- **Recommended that the Regional Council approve a contract amendment increasing the contract value over \$200,000: Contract No. 20-027-C01, Southern California Regional Housing Study, Amendment No. 2.**
- On March 2, 2020, SCAG awarded Contract No. 20-027-C01 to Estolano Advisors to identify potential strategies and tools to expedite the production of housing by investigating opportunities and barriers to producing units of all types for households of all ages, sizes and income levels. The purpose of this amendment is to provide additional support organizing and facilitating 20-30 focus groups convening on housing/jobs balance related to the Inclusive Economic Recovery Strategy.

ITEM 5

- **Recommended that the Regional Council approve the following Contract \$200,000 or Greater: Contract No. 20-030-C01, Cloud Infrastructure.**
- The continuing efforts of the SCAG Information Technology team to support the development of Planning Division initiatives have resulted in expanded use and support of cloud-based computing and storage infrastructure. This cloud-based approach allows SCAG's modeling team and big data initiatives an agile and scalable environment to run

large data models efficiently and accurately. Accordingly, the consultant shall provide cloud-based infrastructure to assist staff with these efforts.

ITEM 6

- **Recommended that the Regional Council approve the following Contract \$200,000 or Greater:** Contract No. 20-030-C01, Infrastructure Upgrade – Hardware and Software.
- The Information Technology (IT) infrastructure that supports SCAG business applications, which are core to the agency business operations, requires hardware upgrades and optimization. The industry recommended life cycle for this type of equipment is three-to-five years. SCAG’s server, storage, and network infrastructure has not been significantly updated for some time resulting in most servers, storage, firewall and network devices reaching their end-of-life. Accordingly, the consultant shall provide hardware to support SCAG’s server, storage, and network infrastructure.

ITEM 7

- **Recommended that the Regional Council approve the following Contract \$200,000 or Greater:** Contract No. 21-007-C01, East San Gabriel Valley Mobility Action Plan.
- The Consultant shall examine current conditions in the East San Gabriel Valley planning area, review projects and plans in the area, identify gaps in the transportation network by each mode of travel, and make recommendations for closing the gaps to create a regional network.

ITEM 8

- **Recommended that the Regional Council approve the following Contract \$200,000 or Greater:** Contract No. 21-020-C01, SCAG Analytic Platform Development.
- The consultant will provide cloud-based analytic platform services that uses big data sources including, but not limited to, geographic data from location-based services of mobile devices or smartphones. Staff will use the data to provide insights into historical and current travel behavior of residents. The consultant will provide access to the platform for the contracted period and will be available for online training as well as continued technical support and maintenance.

ITEM 9

- **Recommended that the Regional Council approve the following Contract \$200,000 or Greater:** Contract No. 21-036-C01, Community Safety Ambassador Program.
- The California Office for Traffic Safety (OTS) awarded a grant to SCAG and California Walks to implement a Community Safety Ambassador Program for SCAG. A Community Safety Ambassador Program convenes regional stakeholders from communities throughout the region and provides them with safety and leadership training. Consistent with the requirements of the OTS grant, the consultant shall convene approximately sixty (60) community champions (regional stakeholders) to provide six (6)

to nine (9) training sessions per county on safety and leadership in three (3) priority counties (Imperial, Ventura, and San Bernardino).

ITEM 10

- **Recommended that the Regional Council approve the 2021 State & Federal Legislative Platform.**
- Each year, the Regional Council adopts a legislative platform for the state and federal legislative sessions for that year. The state and federal legislative platform for 2021 encompasses broad, policy-oriented objectives of the agency that build upon long-standing, Regional Council-adopted policies. The Legislative/Communications & Membership Committee (LCMC) discussed a draft platform at its November 17, 2020 meeting at which it considered new additions to the Affordable Housing/Housing Production, Public Health, and Transportation Safety planks, among others. At its December 15, 2020 meeting, the LCMC recommended that the Regional Council adopt the platform. Upon adoption, staff will immediately work to advance these priorities in the 2021 session.

ITEM 11

- **Recommended that the Regional Council approve the included Memberships and Sponsorships.**
- During its meeting on December 15, 2020, the Legislative/Communications and Membership Committee (LCMC) recommended approval of up to \$79,350 for 1) annual membership dues for California Association of Councils of Governments (\$41,850); 2) sponsorship of the University of Southern California Sol Price School of Public Policy – Executive Education Forum for Policy (\$12,500); and 3) membership dues for Mobility 21 (\$25,000).

RECEIVE AND FILE

ITEM 12

- **Recommended to receive and file the January 2021 State and Federal Legislative Update.**
- The full update is included in the agenda packet.

ITEM 13

- **Recommended to receive and file the report of Purchase Orders \$5,000 - \$199,999; Contracts \$25,000 - \$199,999 and Amendments \$5,000 - \$74,999.**

ITEM 14

- **Recommended to receive and file the CFO Monthly Report.**
- SCAG 457 Plan
 - Working with Empower, our new plan administrator, staff continues to make good progress with our transition from ICMA to Empower. Along with the change of administrators, staff is also implementing improved oversight through the establishment of a Retirement Plans Committee for quarterly reviews of plan performance.
 - All employee 457 assets have been transferred to Empower. Empower lifted the employee access blackout on or before December 21, 2020.
- AUDITS
 - External Financial Audit: Eide Bailly LLP, SCAG's outside independent auditor, has produced a draft Comprehensive Annual Financial Report (CAFR) and the audited CAFR was released in December.
- MEMBERSHIP DUES: As of December 7, 2020, 149 cities and 4 counties had paid their FY21 dues. This represents 72.97% of the dues assessment. This leaves 39 cities and 2 counties yet to renew. Three cities are being recruited for membership.
- BUDGET & GRANTS (B&G):
 - Staff completed the simplified risk assessments for 16 subrecipients for the Regional Early Action Planning (REAP) Subregional Partnerships Program and results were reviewed by the Subrecipient Monitoring Committee (SMC) on December 10, 2020. Also, the SMC approved an MOU template for the REAP Subregional Partnerships Program and development of MOU agreements is anticipated to begin shortly.
 - Staff has prepared Amendment 3 to the FY 2020-21 Overall Work Program (OWP) in the amount of \$3.6 million. This amendment includes the programming of unexpended Consolidated Planning Grant (CPG) funds and Transportation Development Act (TDA) funds for ongoing regional transportation projects, adjusting balances for various federal and state grants; and adjusting staff time allocations for various OWP projects. Amendment 3 will be presented to the Executive/Administration Committee (EAC) on January 6 and the Regional Council (RC) on January 7, 2020.
 - Staff began preparation for the FY 2020-21 2nd Quarter OWP Progress Report. This mid-year progress report for OWP projects is due to Caltrans on January 30, 2020.
 - Staff began development for the FY 2021-22 Comprehensive Budget and OWP. A draft budget will be presented to the EAC and RC in March 2021.
- CONTRACTS: In November 2020, the Contracts Department issued five (5) Request for Proposal; awarded four (4) contracts; issued 15 contract amendments; and processed

19 Purchase Orders to support ongoing business and enterprise operations. Staff also administered 152 consultant contracts. Contracts staff continued to negotiate better pricing as well as reduced costs for services. This month the department negotiated \$55,305 in additional budget savings, bringing the Fiscal Year total to \$742,602.

INFORMATION ITEM

15. California Air Resources Board (CARB) Acceptance of Connect SoCal and Recommendations (Sarah Jepson, Director of Planning and Programs)

- The California Air Resources Board (CARB) released Executive Order G-20-239 which accepts SCAG's determination that the 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS, Connect SoCal) meets the applicable 2035 greenhouse gas emission reduction target. The acceptance was issued on October 30, 2020, enabling projects from the SCAG region to be eligible for the Senate Bill 1 (SB 1) grants approved at the California Transportation Commission meeting in December.
- The CARB determination included several recommendations which staff will work to address in the coming months through collaboration with local and state partners.

BUSINESS REPORT (Randall Lewis, Ex-Officio Member; Business Representative)

PRESIDENT'S REPORT (The Honorable Rex Richardson, President)

EXECUTIVE DIRECTOR'S REPORT (Kome Ajise, Executive Director)

FUTURE AGENDA ITEM/S

ANNOUNCEMENT/S

ADJOURNMENT

Metro South Bay Service Council Monthly Meeting Review for January 8, 2021
Overview Compiled by Donald Szerlip, Chairman

A Safety Tip was given by Transportation Planning Manager Scott Green and the December 11 minutes were approved.

Aaron Weinstein, Executive Officer for Customer Service Experience and Cassie Halls, Senior Transportation Planner gave an overview of the Metro Customer Service Plan. Metro recognizes that the entire trip experience starts with planning followed but access, wait time, cost, the ride itself, making connections and eventually egress. The expressed goal is to put the customer first – their safety, their time, their comfort and their peace of mind. As a result of creating this plan numerous areas for improvements have been identified. Multiple programs have been proposed and are awaiting funding so they can be implemented. The plan is just the initial step in improving the customer experience for all Metro riders.

Second on the agenda was an update on the C (Green) Line extension into Torrance. Dolores Roybal, Deputy Executive Officer began by reviewing the results of the alternatives analysis. She then outlined the steps going forward. The scoping period begins January 29 and extends to March 14. There will be two public meetings, one on February 24 and the other on February 27. That will be followed by creating an EIR with a draft due to be completed in Spring, 2022. The final EIR should be completed in Fall, 2022. Though this project is still being considered for early completion before the 2028 Olympics, the actual opening, as codified in Measure M, may end up being between 2030-2033.

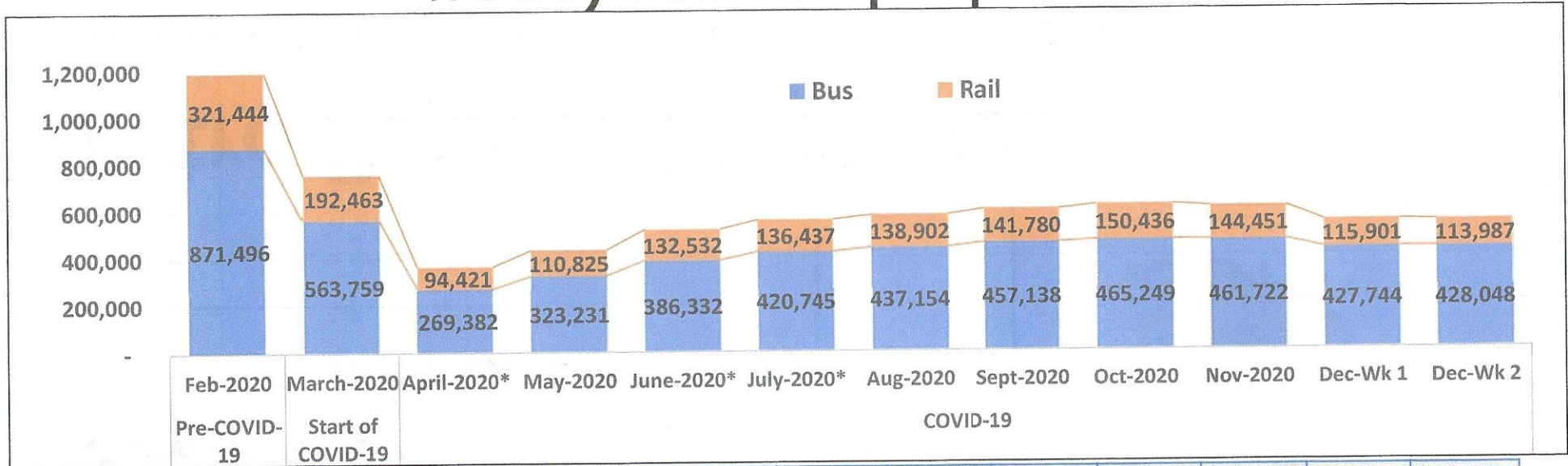
Jorge Martinez, Transportation Planner, presented the Q2 Station Evaluation Program update. Though all stations reviewed in the South Bay remain rated Good to Very Good, there were three stations, Redondo Beach C Line Station, Harbor Freeway C Line Station and the Manchester J (Silver) Line station, all showed ratings decreases and needed care. All locations and deficiencies have now been addressed.

Scott Green, Transportation Planning Manager, Mark Dierking, Community Relations Manager, and Joe Forgiarini, Senior Director of Planning, presented the Regional Updates in ridership trends and notices of upcoming closures. We received an update on the initial implementation of the NextGen Bus plan and the implementation of the Micro Transit service.

The meeting concluded following Council Member Comments and Public Comments on non-agenda items.

Respectfully submitted January 15, 2021

Weekly Ridership Update



| Ridership | Pre-COVID-19 Feb-20 | Start of COVID-19 Mar-20 | April-20* | May-20 | June-20** | July-20*** | Aug-20 | Sep-20 | Oct-20 | Nov-20 | Dec-12/6 - 12/12 | Dec-12/13 - 12/19 |
|-----------|---------------------|--------------------------|-----------|---------|-----------|------------|---------|---------|---------|---------|------------------|-------------------|
| TOTAL | 1,192,940 | 756,222 | 363,803 | 434,056 | 518,864 | 557,182 | 576,056 | 598,918 | 615,685 | 606,173 | 543,645 | 542,035 |

*Deployed Modified Enhanced-Sunday Schedule on 04/19/20

**Deployed June Bi-Annual Shake-up on 6/21/20

***Added 35 trips on 7/27/20

December 2020 Service Changes on 12/13/20

Meeting of the South Bay Association of Chambers of Commerce January 5, 2021

The South Bay Association of Chambers of Commerce (SBACC) had its monthly virtual meeting on January 5, 2021. Here are the highlights of that meeting:

Spotlight.

- The presenter was Gerardo Pinedo, Chief of Staff of LA County Supervisor Janice Hahn, 4th District. He discussed the County's response to the COVID-19 surge, and the push to obtain more resources. He said that the County is in transition between testing and vaccinations. They have been attempting to get more Federal resources, including securing hospital personnel, and Sup. Hahn's initiative, before the Board, to obtain the Navy hospital ship, Mercy. He said that on the policy side, as to the closing of restaurants, Sup. Hahn has attempted to take a more surgical approach. However, that view has been voted down. He said the County may add "Hero's Pay" of \$5.00/hour to the paychecks of employees whose employers have more than 300 employees on the payroll. He also said the problem of vaccine distribution has been the result of communication with the federal government, which has been slower in getting the vaccine to the states.
- Grace Farwell and Laurie Jacobs gave a report from the SBCCOG on homelessness and the business community. The COG has received innovation funds from measure H, and is providing training on homelessness issues to the business community. Ms. Jacobs said that the COG is looking to open a dialogue with the business community using real data, attempting to dispel the myths surrounding homelessness, and giving businesses information which will allow them to participate in solutions to this problem.
- They advised that the best method of reporting a homeless individual is LA-HOP.org.

Governmental Affairs Report.

- The Board adopted the SBACC 2021 Policy Platform, which included the following Strategic Initiatives:
 1. Economic Recovery and Reopening
 2. Healthcare
 3. Housing
 4. Resources and Regional Infrastructure
 5. Aerospace and Defense Industry
- There was a report on both the 2021 State of California Budget Proposal and the State's Legislative Calendar.
- Jennifer La Marque, from Sup. Hahn's office, reported that the County will be sponsoring food distribution events, partnering with LA County Food Bank, and that they are waiting for additional federal funds to cover this program through February.

Ms. La Marque also reported that Chambers of Commerce are now eligible for PPP loans.

- Jeff Kiernan of Cal Cities, which is the new name for the League of California Cities, reported that its 2021 goals are:
 1. Securing federal funding for COVID-relief,
 2. Providing housing for homeless individuals,
 3. Coordination of community agencies for disaster preparedness, and
 4. Securing infrastructure funding.

Mr. Kiernan also reported that there will be no funding for state and local governments in the new COVID relief federal package.

Submitted by:

Olivia Valentine,

Chair, South Bay COG