

South Bay Cities Council of Governments

Steering Committee **REVISED AGENDA** Monday, May 9, 2022 *Virtually via Zoom (no in-person)*

PUBLIC COMMENTS:

To address the SBCCOG Steering Committee on any agenda item or a matter within the Steering Committee's purview, please provide written comments by 11:00 am, May 9, 2022 via email to natalie@southbaycities.org All written comments submitted will become part of the official record.

ACCESSING THE MEETING:

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

OR to access the Zoom meeting, visit <https://zoom.us/join> or call (669) 900-6833 and use Meeting ID: 946 3244 4212; Passcode: 185297

This virtual meeting is held pursuant to AB 361 (Chapter 165, Statutes of 2021) issued by Governor Gavin Newsom on September 16, 2021. Committee members may participate by teleconference/virtual meeting due to state and local officials recommending measures to promote social distancing. Members of the public may participate by teleconference/virtual meeting in order to restrict the imminent risk to the health and safety of attendees.

- I. **CONFIRM THE QUORUM - 12:00 pm**
- II. **REPORT OF POSTING OF THE AGENDA**
 - **ACTION:** Receive and file
- III. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA**
- IV. **PUBLIC COMMENT**
- V. **CONSENT CALENDAR – action items noted, remainder are receive & file – 12:05 pm**
 - A. Steering Committee April 11, 2022 meeting minutes attached (**Pages 5-9**)
 - **ACTION:** Approve
 - B. MOU Contract Renewal with Metro for Board Deputy Staffing – attached (**Pages 11-14**)
 - **ACTION:** Recommend Board approval
 - C. Measure M Funding Agreement for Planning Activities for the South Bay Local Travel Network - attached
 - **ACTION:** Recommend Board approval (**Pages 15-47**)
 - D. XEROX - Office I.T. Equipment Replacement
 - Memo and contract attached (**Pages 49-65**)
 - **ACTION:** Recommend Board approval
 - E. Alert South Bay
 - Tabled until June meetings – still determining costs and scope of work for technical assistance
 - F. City Attendance at SBCCOG Meetings – attached (**Page 67**)

G. Media Report – attached (Pages 69-70)

H. Modification of Contract with Energy Coalition re: the SoCal Regional Energy Partnership (ADDED)

- Agreement modification – provides additional \$5,000 (Pages 91-94)
- Moves funds from Project TEC20-0047 to Project TEC20-0046 and increases combined not-to-exceed amount to \$215,000 (current is \$210,000)
- **ACTION:** Recommend Board approval

VI. ACTION ITEMS

I. SCAG Regional Early Action Program funds to accelerate housing – 12:05 PM

- Memo attached re: Housing Education Forum project (Pages 71-73)
- **ACTION:** Provide direction and Recommend Board approval of project as outlined
 - Additionally, that board members who are interested in being part of the Advisory Committee and/or recommending someone from their city (Planning Commissioner, Community Development Director) send the names to Jonathan Pacheco Bell at jonathan@southbaycities.org

J. Board Meeting Agenda Development – 12:15 PM

- May – draft attached (Pages 75-76)
 - Nominating Committee report
 - Hybrid meeting – what should the number of people be for the meeting to be virtual only
 - Memo attached (Page 77)
 - **ACTION:** As long as hybrid meetings are legally allowed, the Steering Committees would continue to be hybrid and in person participation at the Board meetings would be open to a minimum of 8 people in attendance
- Future meeting possible speakers:
 - Stephanie Wiggins, Metro CEO
 - Signal Synchronization applications with the SBFN – What’s Happening in Manhattan Beach
- August - Allcove Youth Wellness Center - BCHD
- **ACTION:** Provide direction

K. Crenshaw Operating Plan – 12:25 PM

- Report on Actions of Transportation Committee
- Memo attached (Pages 79-82)
- **ACTION:** Approve Transportation Committee action and send to Metro

L. Draft 2022-2023 Budget – 12:35 PM

- Memo attached (Page 83)
- Discuss internal controls audit
- **ACTION:** Approve Option 1 or 2 – postponing the draft budget presentation to June

M. Approval of Invoices – to be sent separately – 12:40 PM

- **ACTION:** Approve invoices for payment

VII. INFORMATION ITEMS

N. Homeless Program – 12:45 PM

- Update on programs
 - Innovation Funds
 - Shelter projects (Torrance, Hawthorne, and Redondo)
 - Alternative Crisis Response
- Review last Taskforce Meeting
- Status of BRCH Motion

- Nancy Wilcox retirement from SBCEH – its impact on our region (homeless count, COC, thought partner)

O. South Bay Fiber Network – 12:55 PM

- Assessing whether to apply for a technical assistance grant with the state. Need to understand how competitive SBCCOG would be. Grants are up to \$500,000 for planning – application should be available in May/June
- Exploring Wireless Internet Service Providers (WISP) opportunities to provide underserved economic areas of Torrance and Carson with competitively priced fractional service that would be “backhauled” using the SBFN (added revenue for our business model)
- Construction of Work Order #4 continues and Work Order #5 – the Torrance Transit Center lateral will begin this month
- Phase 1 - Final site selection analysis and possible access agreements under way

P. Legislative Committee report – 1:05 PM

- Status of Legislation that we are sponsoring
- Status of Housing Trust Fund

Q. Update on Local Travel Network – 1:15 PM

R. Update on South Bay Environmental Services Center Activities – attached – 1:25 PM (Pages 85-89)

S. Update on Senior Services – next meeting – May 24 – program: - 1:35 PM

- County Dept of Aging – Laura Trejo, Executive Director to present on her agenda for the Dept.
- Discuss Eviction Moratoriums and Mobile Home issue

T. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES – 1:45 PM

U. Other updates since agenda distribution

VIII. NEXT STEERING COMMITTEE/BOARD MEETING – Monday, June 13, 2022 @ 12:00 noon – hybrid

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South Bay Cities Council of Governments

Steering Committee MINUTES

Monday, April 11, 2022

Attendees: *John Cruikshank, RPV (in office), Rodney Tanaka, Gardena (in person), Olivia Valentine, Hawthorne (in office), Hildy Stern, Manhattan Beach (via zoom), Cedric Hicks, Carson (via zoom), Bill Uphoff, Lomita (via zoom), Barry Waite, Lomita (in office), Britt Huff, Rolling Hills Estates, Bernadette Suarez, Lawndale, Stacey Armato, Hermosa Beach, Alfonso Ruiz-Delgado, LA County D2, Christian Horvath (virtual); Gaby Segovia (Metro Service Council nominee), Ara Mihranian, RPV City Manager (virtual), Allan Pullman (Studio One Eleven, virtual), David Leger, SBCCOG, Wally Siembab, SBCCOG, Kim Fuentes, SBCCOG, Jacki Bacharach, SBCCOG, Natalie Champion, SBCCOG, Martha Segovia, SBCCOG, Steve Lantz, SBCCOG, Jonathan Pacheco Bell, SBCCOG*

- I. CONFIRM THE QUORUM - 12:00 pm
- II. REPORT OF POSTING OF THE AGENDA
 - ACTION: Received and filed
- III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA - NONE
- IV. PUBLIC COMMENT - NONE
- V. CONSENT CALENDAR – action items noted, remainder are receive & file – 12:05 pm
VALENTINE/TANAKA
 - A. Steering Committee March 14, 2022 meeting minutes attached - CHAIR VIRTUAL
 - ACTION: Approved
 - B. Modification of Contract with Energy Coalition re: the SoCal Regional Energy Partnership
 - Agreement modification attached – provides additional \$50,000
 - ACTION: Recommended Board approval
 - C. Employee Salary Schedule & Updated Job Descriptions
 - Memo attached
 - ACTION: Recommended Board approval effective May 1, 2022 and direct staff to revise the job descriptions as proposed
 - D. Appointments to Outside Agencies
 - Memo attached
 - ACTION: Recommended Board approval
 - E. Grant letters of support for South Bay projects from other agencies – letters available on request
 - Water Replenishment District - Clean Drinking Water and Groundwater Cleanup Program
 - Cal State Dominguez Hills – tech equipment
 - COMMENT LETTER ON CALTRANS ATP TOO
 - F. City Attendance at SBCCOG Meetings – attached
 - G. Media Report – attached
- VI. ACTION ITEMS

- H. Metro Service Council selection – 12:10 pm
- Memo attached – UPHOFF WITHDREW
 - **ACTION:** Review candidates and determine whether a selection should be made now or if a subcommittee should be formed to interview the nominees
 - **CRUIKSHANK – WANTS ALL CANDIDATES INTERVIEWED**
 - **HUFF – GREAT IDEA TO HAVE SPANISH SPEAKING PEOPLE ON THE BOARD. IS G. SEGOVIA FAMILIAR WITH ALL OF THE COMMITMENTS OF THE JOB? – YES**
 - **SUAREZ – INTERVIEW CANDIDATES**
 - **CRUIKSHANK WORRIED THAT WITHOUT INTERVIEWS, PEOPLE WILL STOP APPLYING**
 - **SUAREZ – OK WITH THIS BUT SHOULD HAVE A PROCESS**
 - **HUFF – WE HAVE A PROCESS – AND THIS GOES TO THE BOARD**
 - **HICKS – WERE THE OTHER APPLICANTS TOLD TO BE HERE?**
 - **VALENTINE – HAVE OTHER 4 CANDIDATES ATTEND THE BOARD MEETING – *email sent to all candidates 4/11/22 with invite to board meeting***
 - **MOTION: TANAKA/DELGADO TO SKIP INTERVIEWS AND MOVE TO APPOINT SEGOVIA – CRUIKSHANK/TANAKA. OPPOSED HICKS – MOTION PASSES**
 - **VALENTINE/DELGADO – CRESPO & LOVE RECOMMENDED TO BOARD – NO OPPOSITION**
- I. SCAG Regional Early Action Program funds to accelerate housing – 12:20 PM
- Commercial Redevelopment into Housing project recommendation – memo attached'
 - **ACTION:** RecommendED Board approve a contract with Studio One Eleven (including subconsultant Kosmont Companies and Labib Funk + Associates) at a cost not to exceed \$274,660 – **SUAREZ/HUFF**
- J. Alert South Bay – 12:25 PM - TABLED
INFORMATION NOT YET COMPLETE
- K. South Bay Fiber Network – 12:45 PM
- Technical assistance grant with the state to be applied for – free CCF assistance working with Magellan – up to \$500,000 for planning – application should be available in May
 - Work Order #5 and Change order #3
 - **ACTION: RecommendED board approval of work order #5 and change order #3 - WAITE/VALENTINE**
 - **WAITE – PROBLEMS WITH BROADBAND – ONLY ONE PROVIDER AND NOT MUCH IN UNDERSERVED AREAS.**
- L. General Assembly De-Brief – 1:05 PM
- **POWERPOINT BY KIM- AUDIO VISUAL MALFUNCTIONED. DIDN'T GET FULL FEED OF THE EVENT. THEY OFFERED REDUCED COST OF \$1000. HICKS – MAKE IT MORE (\$1500 AT LEAST) – EX. MORE FUNDS DISCOUNT FOR NEXT YEAR. MOTION - \$1500 TO \$2500 – HICKS/VALENTINE**
 - **WAITE – WAS NICE – ENERGY IN THE ROOM, PEOPLE WANTED TO BE THERE. TOPIC NOT GOVERNMENT WHICH WAS A GOOD CHANGE.**
 - **DELGADO – GREAT EVENT – FUTURE OF WORK PERSPECTIVE GOOD**
 - **VALENTINE – COMMUNITY OF INNOVATION WAS HER FAVORITE. HOW WORK IS GOING TO CHANGE – ENJOYED BEYOND MEAT. LOVES SBCCOG BECAUSE WE ARE ALWAYS INNOVATING. IMPORTANT TO KNOW OTHER HEALTH OPTIONS. CONGRATULATE THE STAFF. VERY WELL DONE.**
 - **TANAKA – JUST BEING IN THE VENUE – GREAT – INTIMATE, NO MASKS, NO ONE LOOKED ON THEIR PHONES. THANKS TO DREW FOR THE PRESENTERS. STAFF DID GREAT JOB. FOOD GOOD.**
 - **HUFF – AGREES WITH ALL. VERY FESTIVE. THRILLED TO BE BACK. REGISTRATION EXCELLENT AND FOOD GREAT THERE. REUNION ATMOSPHERE. LIKED BEYOND MEAT.**

- **HICKS – FIRST LARGE EVENT AT COMMUNITY CENTER AFTER COVID. LOTS OF FEEDBACK ABOUT THE TECHNOLOGY OF THE FUTURE AND WHERE JOBS ARE GOING. ATTENDEES WANTED TO DETERMINE HOW TO GET THESE INDUSTRIES IN THEIR CITY. KUDOS TO THE TEAM.**
- **CRUIKSHANK – CARSON STAFF DID EXCELLENT JOB. AGREE WITH ALL COMMENTS. KUDOS TO CHAIR. SHOWED SYMBIOTIC RELATIONSHIP WITH PRIVATE AND PUBLIC.**

M. Board Meeting Agenda Development – 1:15 PM

- April – draft attached
 - Juliette Finzi-Hart, formerly with OPR re: climate issues
 - 2022-2023 Work program
 - 2028 Olympics – **INVITE TO APRIL METRO RE: TRANSPORTATION PLANNING**
- Future meeting possible speakers:
 - Stephanie Wiggins, Metro CEO
 - Chief Deputy of DA
 - Signal Synchronization applications with the SBFN – What’s Happening in Manhattan Beach
 - Speaker on Pensions and City Liability
- **ACTION:** Provide direction

N. Legislative Committee report – 1:20 PM

- Status of Legislation that we are sponsoring – **LETTERS OF SUPPORT FROM CITIES REQUESTED**
- Status of Housing Trust Fund – to be discussed at special board meeting
- Legislative Briefing – **CANCELLED, NEXT IS JULY**

O. Regional Planner Assessment – 1:30 pm

- After reviewing the work that has been charged to the assessment by the regional planner this year, SBCCOG staff is recommending that the assessment be reduced by 50% – from \$110,500 to \$55,250. The reason is that more charges have been made to the SCAG REAP account than was anticipated.
- Revised amounts per city attached
- **ACTION:** Recommended that the board reduce special assessment for 2022-2023 for the regional planner by 50% **TANAKA/VALENTINE – SUAREZ ABSTAINED HOPEFULLY LAWDALE AND ROLLING HILLS WILL PAY.**

P. Approval of Invoices – to be sent separately – 1:35 PM

- **ACTION:** Approved invoices for payment **TANAKA/VALENTINE**

Q. Homeless Program – 12:55 PM

- **WE ARE WORKING WITH THE BEACH CITIES TO PILOT AN ALTERNATIVE CRISIS RESPONSE MOBILE TEAM – CURRENTLY SPEAKING WITH POTENTIAL PROVIDERS AND WRAP AROUND SERVICE PARTNERS**
- **WE ARE WORKING WITH HAWTHORNE ON THEIR PALLET SHELTER PROJECT – MADE AN INTRODUCTION TO PROVIDENCE HEALTH AS A POTENTIAL PARTNER IN THE PROJECT**
- **CONTINUE TO WORK WITH THE CITY OF TORRANCE ON THE SHELTER PROJECT – NEW OPENING DATE PROJECTED TO BE JUNE 27**
- **WE SIGNED THE COUNTY INNOVATION FUND CONTRACT AND ARE CURRENTLY PROCESSING OUR CITY MOUS**
- **WE ARE ALSO WORKING WITH WELLS FARGO ON ESTABLISHING THE NEW CLIENT AID ACCOUNT**
- **HAND SANITIZERS – CALL OUT OF THE BLUE – 3 OF OUR SERVICE PROVIDERS TAKING SOME**

- Comments on BRCH report
- **HORVATH – ADVOCATE THAT SUPERVISORS TAKE UP THESE RECOMMENDATIONS. LITERALLY CREATING A NEW COUNTY ENTITY REPORTING TO BOARD OF SUPERVISORS BUT CAN DEAL WITH ALL OF THE SEPARATE DEPARTMENTS AND COORDINATE RESPONSE. TIME IS OF THE ESSENCE. STRONG RECOMMENDATION THAT LAHSA GOES BACK TO DOING LESS. THEY HAVEN'T BEEN ABLE TO KEEP UP WITH THEIR GROWTH. LETTER IS FAIRLY HIGH LEVEL AND REPORT SUPPORTS WHAT IT SAYS. NOW SBCCOG AND CITIES NEED TO TALK ABOUT WHAT THIS MEANS. RONSON HAS ADDED A LOT WITH MORE SPECIFIC RECOMMENDATIONS. URGENCY IMPORTANT. PEOPLE FRUSTRATED.**
- **CRUIKSHANK – LOTS OF HOMELESS HAVE MENTAL HEALTH ISSUES. IS THAT ADDRESSED BY BRCH?**
- **HORVATH – THEY FOCUSED ON GOVERNANCE AND DR. SHERIN (DMH) SPOKE TO BRCH MULTIPLE TIMES. NOT ENOUGH CLINICIANS TO DEAL WITH CRISIS AT HAND. NO FEEDBACK YET FROM SUPERVISORS. HORVATH WANTED ACTIONABLE ITEMS. SUPERVISOR MITCHELL SEEMED POSITIVE.**
- **VALENTINE – WHEN WILL BOARD CONSIDER IT? HORVATH ONLY HEARS RUMORS. NEED TO ASK THEM DIRECTLY.**
- **DELGADO – NO OPINION UNTIL WEDNESDAY WHEN THEY SEE MOTION ON THE FLOOR. COMING TO MEETING ON APRIL 19.**
- **ACTION: Recommended board approval of BRCH report comment letter AND SHARE LETTER WITH OTHER COGS.TANAKA/WAITE ; DELGADO ABSTAINED – *sent to other COG's and our cities 4/13/22 – sent to county – time critical***

VII. INFORMATION ITEMS

- R. Update on South Bay Environmental Services Center Activities – attached – 1:40 PM
 - **HELPING CITIES COMPLY WITH A STATE LAW. SET UP ACCOUNTS FOR OUR CITIES FOR ENERGY STAR. GIVING EVERY CITY ACCESS TO THE SYSTEM TO BETTER MANAGE THEIR BUILDINGS AND ENERGY USE.**
 - **KITS FOR KIDS – 4TH GRADE CLASSROOMS – COMPLETION COMING UP WITH CHECK FOR EACH CLASSROOM.**
 - **CAN DO LUNCH AND LEARNS – WORKING WITH MB TO DO SOME – ENERGY EFFICIENCY AND WATER DROUGHT – SOME AREAS SO SEVERE THAT WORRY IS ABOUT WATER SHORTAGE. WBMWD IS DOING PRETTY WELL BUT THEY WILL BE CONTINUING TO REDUCE TO SUPPORT OTHER AREAS AND POSSIBLE RATE INCREASES.**
 - **GRASS REPLACEMENT PROGRAM FOR CITIES. \$4-6 SQ.FT. AND THEY WILL DO LANDSCAPE DESIGN AND CAN BE DEMO GARDEN FOR COMMUNITY**
 - **REACTIVING VOLUNTEERS – TRAINING ON THURSDAY, APRIL 14 @ 5 PM IN THE OFFICE**
 - **CRUIKSHANK – MAKE SBCCOG LOGO MORE PROMINENT ON OUR BANNER AT TABLES**
- S. Local Travel Network – 1:45 PM
 - Wayfinding RFP – due April 14
 - Subcommittee to meet
 - Met with Placer – Cruikshank contact – very robust data tool. Following up NEXT WEEK WITH HOW WE MIGHT USE IT
- T. Update on Senior Services - good meeting March 22, next May 24 – 1:50 PM
 - **CALIFORNIA DEPT OF AGING DIRECTOR AT LAST MEETING. AND MANAGER FROM AMERICAN CANCER SOCIETY. LOOKING FOR FUTURE SPEAKERS.**

U. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES – 1:55 PM

V. Other updates since agenda distribution

- **NOMINATING COMMITTEE TO START**
- **DELGADO – WANTS TO MEET EVERYONE ON THE BOARD.**
- **VALENTINE – INVITE TO HAWTHORNE BUSINESS EXPO – APRIL 26 & 27 – FREE**
- **HICKS – MAY 1 – FIRST OUTDOOR BIG EVENT – CARSON PARK – CINCO DE MAYO – NOON TO 5.**

IX NEXT STEERING COMMITTEE/BOARD MEETING – Monday, May 9, 2022 @ 12:00 noon – HYBRID

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of April 28, 2022, by and between South Bay Cities Council of Governments (SBCCOG), a joint powers authority organized and existing pursuant to the laws of the State of California, and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (the "LACMTA"), organized and existing pursuant to the laws of the State of California. The SBCCOG and the LACMTA shall collectively be referred to herein as the "Parties."

WITNESSETH:

- A. The LACMTA Board of Directors (Board) includes a member appointed by the Los Angeles City Selection Committee to represent the Southwest Corridor of the County of Los Angeles. That member shall be referred to herein as the "COG Representative."
- B. The COG Representative requires staff assistance with his or her duties as a member of the LACMTA Board comparable to staff available to other Board members.
- C. The LACMTA acknowledges the need of the COG Representative to have a staff assistant ("Assistant") to provide support services in the performance of his or her duties as a Board member.
- D. The Parties desire that the SBCCOG contract directly with the Assistant for the provision of services to aid the COG Representative, and as such, the Parties understand and acknowledge that the Assistant will not be an employee of the LACMTA.
- E. The LACMTA desires to provide office accommodations to the Assistant and to reimburse the COG a portion of the cost of the Assistant's compensation.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT:

Section 1. Contract between SBCCOG and Assistant

- A. The SBCCOG shall exercise its sole discretion in selection of the Assistant. The SBCCOG shall contract directly with the Assistant for the services of the Assistant. The contract between the SBCCOG and the Assistant shall herein be referred to as the "Contract."
- B. Assistant shall be a contractor of the SBCCOG and shall not under any circumstances be deemed an employee of the LACMTA.

Section 2. Payment.

- A. The LACMTA shall reimburse the SBCCOG in an amount equal to the actual annual cost of the Contract, plus an administrative fee not to exceed 3% of the actual annual cost of the Contract; however, in no event shall the total reimbursement from the LACMTA to the SBCCOG exceed \$103,954.55 for the first 12 months of the Contract and the same amount for each consecutive 12 months thereafter during the term of this MOU, except as provided in Section 2.B, below.

- B. During the term of this MOU, the reimbursement from the LACMTA to the SBCCOG for the cost of the Contract shall remain unchanged, except that the LACMTA shall increase the reimbursement due the SBCCOG by the same percentage as that approved by the Board for LACMTA non-contract employee salary increases. The increase in reimbursement shall be effective the same date that the LACMTA Board-approved LACMTA non-contract salary increase becomes effective.
- C. The reimbursement described in this Section 2 shall be payable by the LACMTA to the SBCCOG in 12 monthly installments, each such installment representing approximately 1/12th of the annual reimbursement for the Contract as due under Sections 2.A and B above. Each month, the SBCCOG shall send the LACMTA an invoice for the amount due. The LACMTA shall pay the SBCCOG the invoiced amount within 30 days of receipt.

Section 3. Contractor Status and Accommodations.

- A. The LACMTA shall provide the Assistant throughout the term of this MOU with accommodations at its headquarters to aid in the performance of Assistant's duties to provide support services for the COG Representative in the performance of his or her duties as a Board member. The accommodations shall include a common area with access to an office, telephone, and a computer with Internet access, and any other accommodations to which the Parties mutually agree.
- B. The office space provided by the LACMTA pursuant to this paragraph shall not be the primary office of the Assistant.
- C. The LACMTA shall provide the Assistant throughout the term of this MOU with the same access to and within the LACMTA headquarters as that enjoyed by deputies to the other Board members.

Section 4. Term.

The term of this MOU shall commence on July 1, 2022 and expire on June 30, 2027, unless terminated earlier by mutual written agreement of the Parties.

Section 4. Miscellaneous.

- A. Notices. All notices which any party is required or desired to give hereunder shall be in writing and shall be deemed given on the date delivered personally or five (5) days after mailing by registered or certified mail (return receipt requested) to the following addresses or at such other addresses as the parties may from time to time designate by written notice in the aforesaid manner:

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

To the LACMTA: Los Angeles County Metropolitan Transportation Authority
 One Gateway Plaza
 Los Angeles, CA 90012
 Attn: Stephanie Wiggins, Chief Executive Officer

- B. Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this Agreement and their respective successors and assigns.

- C. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- D. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.
- E. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.
- F. No Presumption in Drafting. The Parties agree that the general rule that an Agreement is to be interpreted against the Party drafting it or causing it to be prepared shall not apply.
- G. Entire Agreement. This MOU constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- H. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this MOU.

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

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

Drew Boyles, Chair, Board of Directors

ATTEST:

Jacki Bacharach, Board Secretary

APPROVED AS TO FORM:

Michael Jenkins, General Counsel

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

Stephanie Wiggins, Chief Executive Officer

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MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement (“FA”) is made and entered into effective as of July 1, 2021 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the South Bay Cities Council of Governments (“GRANTEE”) for Planning Activities (0.5 %) for the South Bay Local Travel Network, LACMTA Project ID# MM5502.10 (the “Project”). This Project is eligible for funding under Lines 50, 63, 66 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the “Ordinance”), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as “Measure M” and became effective on July 1, 2017.

WHEREAS, the LACMTA Board, at its June 22, 2017 meeting, adopted the Measure M Master Guidelines which allow resources (not to exceed 0.5%) to support the subregional planning activities.

WHEREAS, as of May 24, 2018, the LACMTA entered into a separate agreement, FA# 9200000000M550201, with GRANTEE for the Planning Activities for the South Bay Cities Measure M Multi-Year Subregional Program \$738,513.

WHEREAS, the funding set forth herein is intended to fund Planning Activities (0.5%) for the South Bay Local Travel Network, and are currently programmed as follows:

1. South Bay Highway Operational Improvements Program (Measure M Expenditure Plan Line 63) – \$116,919 in FY 2021-22.
2. South Bay Transportation System & Mobility Improvements Program #1 (Measure M Expenditure Plan Line 50) - \$81,843 in FY 2021-22.
3. South Bay Transportation System & Mobility Improvement Program #2 (Measure M Expenditure Plan Line 66) – \$158,758 in FY 2021-22.

The total designated for the Planning Activities (0.5 %) for the South Bay Local Travel Network is \$357,520.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Quarterly Progress/Expenditure Report

FTIP #: N/A
Subregion ID: 5502.10

Project ID#: MM5502.10
FA# 9200000000M550210

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:


LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By: _____ Date: 4/28/2022

Deputy

GRANTEE:

South Bay Cities Council of Governments

By: _____ Date: _____
Drew Boyles
Board of Directors Chair

APPROVED AS TO FORM:

By: _____ Date: _____
Michael Jenkins
Counsel to the South Bay Cities Council of Governments

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Planning Activities (0.5 %) for the South Bay Local Travel Network, LACMTA Project ID# MM5502.10.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of Measure M Funds.
 - 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$357,520 (the "Fund") for the Project. LACMTA Board of Directors' action of June 22, 2017, granted the Measure M Funds for the Project. The Funds are programmed over one Fiscal Year (FY) FY 2021-22.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. In no event can the final Milestone date be changed or amended by written concurrence by the LACMTA Senior Executive Officer Managing the Measure M Multi-Year Subregional Program. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule

consistent with the lapsing policy in Part II, Section 9. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-1. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-1 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Isidro Panuco
LACMTA Project Manager
Mail Stop: 99-18-2
Phone: (213) 418-3208
Email: PanucoI@metro.net

FTIP #: N/A
Subregion ID: 5502.10

Project ID#: MM5502.10
FA# 9200000000M550210

11. GRANTEE's Address:

South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance CA, 90501
Attention: Jackie Bacharach
Phone: (310) 371-7222
Email: jacki@southbaycities.org

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

**Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296**

All invoice material must contain the following information:

Re: LACMTA Project ID# MM5502.10 and FA# 9200000000M550210
Isidro Panuco; Mail Stop 99-18-2

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects/call_projects/call_projects-reference_documents/. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-1) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting

Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
- (iii) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (iv) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part

of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media,

and construction site signage. A more detailed definition of “Communications Materials” is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE’s compliance with the terms and conditions of this Section. GRANTEE’s failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney’s fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service

provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

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

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MSP - Planning Activities 0.5% MSP Programs - Funding Agreement Projects - FA# 9200000000M550210

Project Title: Planning Activities for the South Bay Local Travel Network Project#: MM5502.10

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	FY 2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS								
MEASURE M FUNDS -- HOIP (Line 63)		\$ 116,919					\$ 116,919	
MEASURE M FUNDS -- TSMIP #1 (Line 50)		\$ 81,843					\$ 81,843	
MEASURE M FUNDS -- TSMIP #2 (Line 66)		\$ 158,758					\$ 158,758	
SUM PROG LACMTA FUNDS	\$ -	\$ 357,520	\$ -	\$ -	\$ -	\$ -	\$ 357,520	100%
OTHER NON LACMTA FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
SUM NON-LACMTA FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
TOTAL PROJECT FUNDS	\$ -	\$ 357,520	\$ -	\$ -	\$ -	\$ -	\$ 357,520	100%

Use Actual \$\$\$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Planning Activities 0.5% MSP Programs - Funding Agreement Projects - FA# 9200000000M550210
 Project Title: Planning Activities for South Bay Local Travel Network Project#:MM5502.10

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev			\$65,000	\$53,500	\$108,000	\$115,000	\$16,020		\$357,520
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total Measure M	\$0	\$0	\$65,000	\$53,500	\$108,000	\$115,000	\$16,020	\$0	\$357,520
SUM PROG LACMTA FUNDS:	\$0	\$0	\$65,000	\$53,500	\$108,000	\$115,000	\$16,020	\$0	\$357,520
PROJECT FUNDING FY2021-22 and FY2022-23	\$0	\$0	\$65,000	\$53,500	\$108,000	\$115,000	\$16,020	\$0	\$357,520
TOTAL LACMTA FUNDS	\$0	\$0	\$65,000	\$53,500	\$108,000	\$115,000	\$16,020	\$0	\$357,520
TOTAL NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$0	\$65,000	\$53,500	\$108,000	\$115,000	\$16,020	\$0	\$357,520

**ATTACHMENT C
SCOPE OF WORK
PLANNING ACTIVITIES – 0.5% FUNDING**

PROJECT NAME: 0.5% Planning Activities for the South Bay local Travel Network

MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM(S):

1. South Bay Highway Operational Improvements (Expenditure Plan Line 63)
2. South Bay Transportation System & Mobility Improvement #1 (Expenditure Plan Line 50)
3. South Bay Transportation System & Mobility Improvement #2 (Expenditure Line 66)

PROJECT AREA:

The project is located are within the cities of Hawthorne, Gardena, Lawndale, El Segundo, Manhattan Beach, Hermosa Beach and Redondo Beach.

- a) Corridor 1 Cities: Hawthorne, Gardena, Lawndale
- b) Corridor 2 Cities: El Segundo, Manhattan Beach, Hermosa Beach, Redondo Beach

0.5 PLANNING ACTIVITIES DESCRIPTION SOUTH BAY LOCAL TRAVEL NETWORK:

The purpose of the Phase 1 Project is to complete the planning, route refinement, and design for the South Bay Local Travel Network (LTN) - as a subregional sharrow system on local streets (consistent with Manual on Uniform Traffic Control Devices -MUTCD- design standards) for Corridors 1 and 2 with branded wayfinding signage. The LTN will support the goals of active transportation, reduced vehicle miles travelled (VMT), and adoption of zero-emission vehicles to reduce greenhouse gas (GHG) emissions. This project will finalize the route(s) through each participating South Bay local jurisdiction and incorporate stakeholder input received during the planning process. A final route map will be produced for each participating jurisdiction and will be approved by the appropriate city-specific processes and procedures (i.e., city commissions and city council). The final route map, in conjunction with the technical work products from the wayfinding & signage planning effort, will provide South Bay jurisdictions the information and materials needed for consideration of the, respective, cities' participation in a subregional Measure M MSP-funded implementation project.

MSP 0.5% PLANNING FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	TOTAL
0.5% PLANNING SB LOCAL TRAVEL NETWORK		
Line 63 – HOIP	116,919	116,919
Line 50 – TSMIP #1	81,843	81,843
Line 66 – TSMIP #2	158,758	158,758
TOTAL BUDGET COST	\$357,520	\$357,520

ESTIMATED PROJECT COSTS:

COG Staff	Task 1 (Route Refinement)	Task 2 (Planning/ Design for Sharrow/ Wayfinding/ Parking)	Task 3 (Project Implementation Packages)	Task 4 Project Administration	Total
Executive Director	\$8,000	\$4,000	\$2,500	\$1,000	\$15,500
Other Director(s)	\$9,000	\$4,000	\$2,000	\$1,000	\$16,000
Senior Project Manager(s)	\$60,000	\$60,000	\$40,000	\$5,000	\$165,000
Analyst(s)	\$7,500	\$7,500	\$2,500	\$0	\$17,500
Accountant	\$0	\$0	\$0	\$5,000	\$5,000
Administrative Asst.	\$500	\$500	\$500	\$500	\$2,000
GIS Services	\$7,500	\$3,000	\$1,020	\$0	\$11,520
Technical Consultant	\$0	\$125,000	\$0	\$0	\$125,000
Total	\$92,500	\$204,000	\$48,520	\$12,500	\$357,520

The SBCCOG plans on utilizing a technical consultant to assist with the following tasks:

- Development of symbology and/or wording for sharrow markings (consistent with MUTCD)
- Development of wayfinding signage, including branding, to provide directions/destination and modal information
- Siting analyses to create best practices for placement of sharrow markings and wayfinding
- Development of estimated specifications and costs for implementation of sharrow markings and wayfinding
- Provide guidance on best practices for safety evaluations as part of pre/post implementation testing
- Analysis of existing/potential parking facilities to support the network

- Provide guidance on potential survey instruments to gauge community interest and potential mode shift pre/post implementation

The project budget is an estimate and funding may move between tasks as needed.

PROJECT SCOPE:

The Final Planning and Route Refinement process will consist of stakeholder, working group, and other meetings and exercises to receive, process, incorporate feedback, and build consensus on proposed LTN routes through participating South Bay jurisdictions. Various materials in support of the planning process, such as project summaries, maps, presentations, social media, and other visual content will need to be produced. The SBCCOG will work with its consultant and city staff to identify existing safety conditions, existing/proposed sharrows, bicycle infrastructure, city wayfinding assets, parking and charging assets.

The SBCCOG strongly feels that in order to demonstrate the efficacy of the LTN, the project must be implemented across jurisdictions. A manageable scale for implementation of Phase 1 was determined to include seven (7) South Bay cities based on the following rationale:

- Geography
- Demographics
- Existing micromobility use
- Ability to demonstrate intra-city as well as inter-city connectivity

In support of that vision, SBCCOG staff has identified two initial corridors that will be the focus of Phase 1 implementation. Corridor #1 cities include: Gardena, Hawthorne, and Lawndale; Corridor #2 cities include: El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach. Final planning and route refinement may not be limited to those cities, but initial efforts will focus on those communities.

Four tasks are envisioned for this project:

1. Route Refinement: To engage and incorporate stakeholder feedback (including elected officials and staff, commissioners, community groups, businesses, and the general public) into a final LTN route through the local jurisdiction. Upon completion of the stakeholder engagement process, SBCCOG staff/contractors will utilize GIS to produce a series of final maps. SBCCOG staff will then seek local jurisdiction approval of those final routes using each jurisdiction's appropriate internal processes (commissions, city council, etc.). Work products will include:
 - a. Stakeholder meetings and workshops
 - b. Maps (GIS layers, etc.)
 - c. Informational/background materials
 - d. Other materials as needed
 - e. GIS services for final maps
 - f. Final LTN route maps in each participating local jurisdiction

- g. Support for local approval processes as needed
2. Planning/Design for Sharrows, Wayfinding, and Parking: To engage stakeholders (as in Task 1 above), build consensus and develop technical details/resources (including existing conditions and best practices) in support of cities' Measure M applications for implementation of the Local Travel Network - a sub-regional branded sharrow system. Task 2 will include a SBCCOG Request for Proposals (RFP) process to procure a technical consultant to address the following elements:
- a. **Sharrow-markings:** agreed upon markings on the street (consistent with Manual on Uniform Traffic Control Devices – MUTCD – design standards) for a sub-regional network that may designate Neighborhood Electric Vehicles (NEVs), bikes, and, potentially, other designs to describe the Network and/or class of modes that will share the rights of way with traditional cars.
 - b. **Wayfinding signage:** a critical, element that will complement the sharrow-markings. Wayfinding signage is envisioned to provide a brand for the sub-regional network while, at the same time, adding valuable directional/destination and modal information for LTN users. Additionally, Wayfinding signage will provide a unique opportunity for cities, businesses, and community-based organizations to participate in a sustainable mobility strategy for the region.
 - c. **Parking/Amenities:** Detailed information to support deployment choices of parking and amenities' infrastructure that will complement the implementation of the LTN, including existing conditions, siting, infrastructure types, and costs.

Work Products will include:

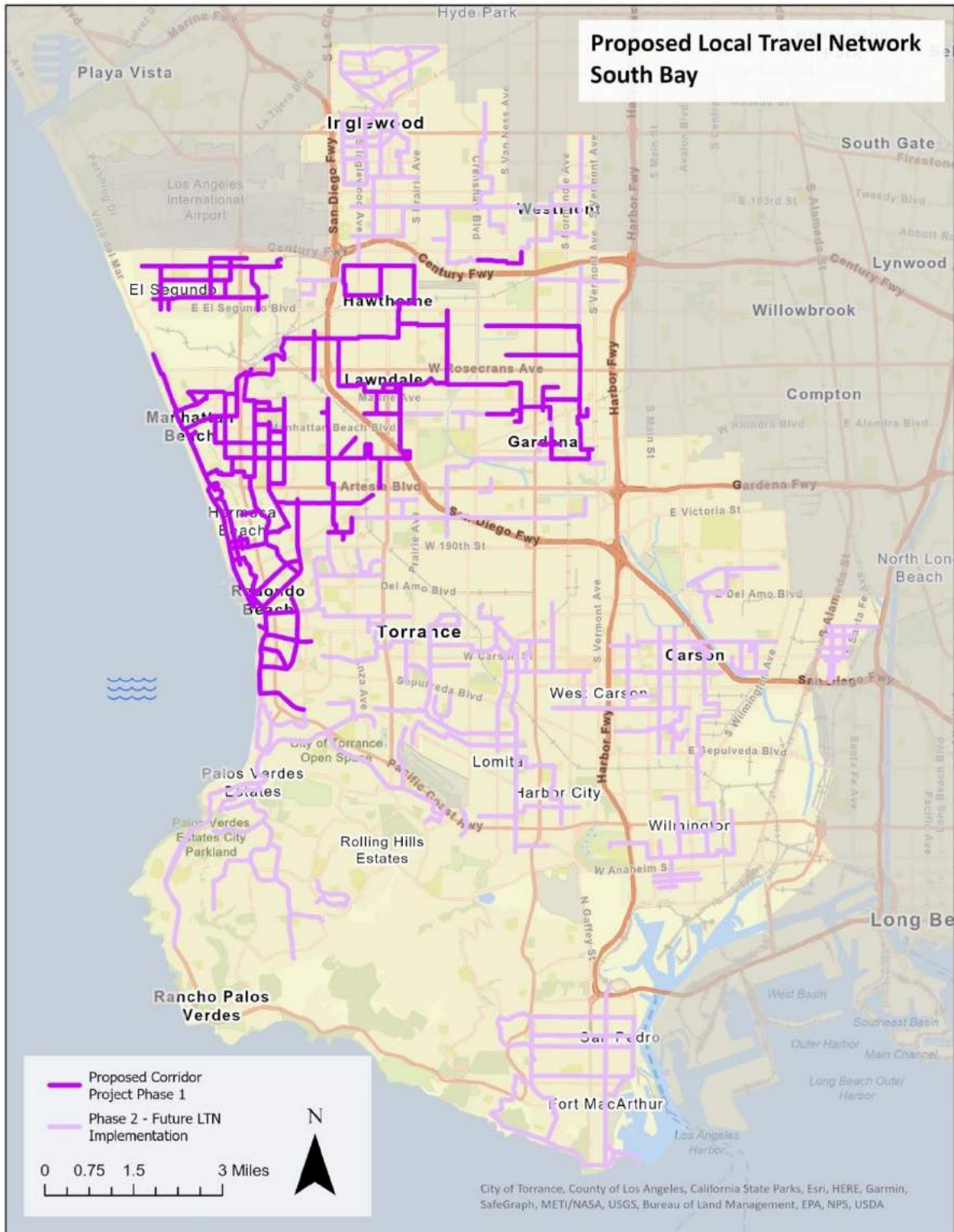
- a. Approved logo/brand and sign mock-ups
 - b. GIS maps
 - c. Technical design and siting memos
 - d. Best practice memos
 - e. Cost analyses
 - f. Surveys
 - g. Safety study
3. City LTN Implementation Packages will be prepared and will include the items necessary to support participating local jurisdictions' applications for consideration of Measure M MSP funding for implementation. Work products will include:
- a. GIS route maps
 - b. GIS wayfinding signage locations list and map

- c. Wayfinding signage design template
 - d. Other materials in support of a Measure M MSP project application
4. Administration: To prepare, supervise, and oversee RFP process for consultant (vendor) to assist SBCCOG Team. Reporting and project progress documentation, drawings, and other materials necessary for project management and control and to provide quarterly progress reports / invoices to the SBCCOG Board and Metro Team. Work products will include:
- a. RFP Materials and Documentation of Process
 - b. Review and approval of all vendor memos and reports
 - c. Reports to SBCCOG Board and Metro
 - d. Quarterly invoices

PROJECT DETAILED SCHEDULE:

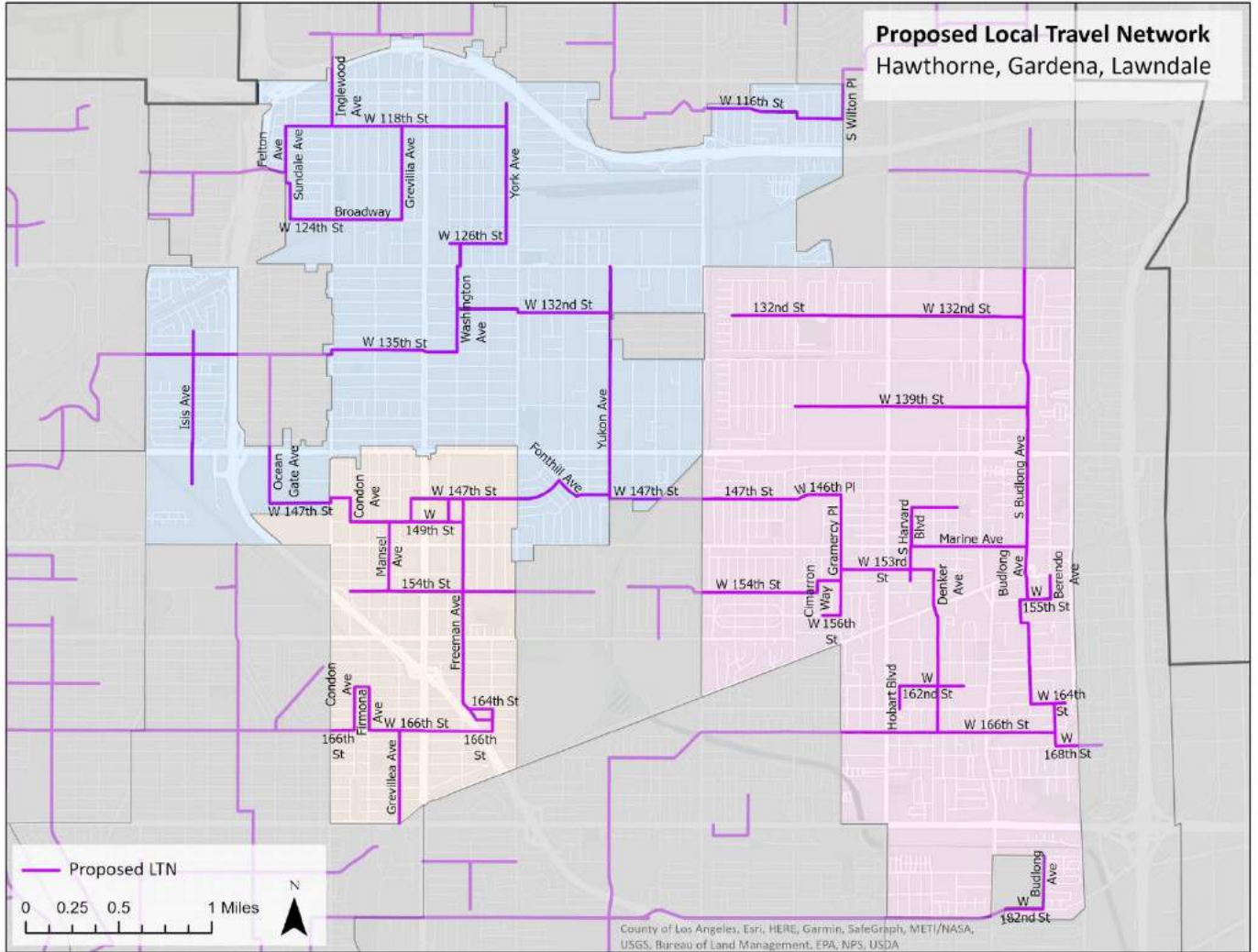
Milestones	Begin	End	Duration (months)
SBCCOG RFP FOR SBLTN TECHNICAL CONSULTANT	APRIL 2022	MAY 2022	2
ROUTE REFINEMENT	JULY 2022	JULY 2023	12
PLANNING DESIGN (SHARROW, WAYFINDING, PARKING)	JULY 2022	DECEMBER 2022	6
CITY IMPLEMENTATION PACKAGS	JULY 2022	DECEMBER 2022	6

PROJECT MAP:

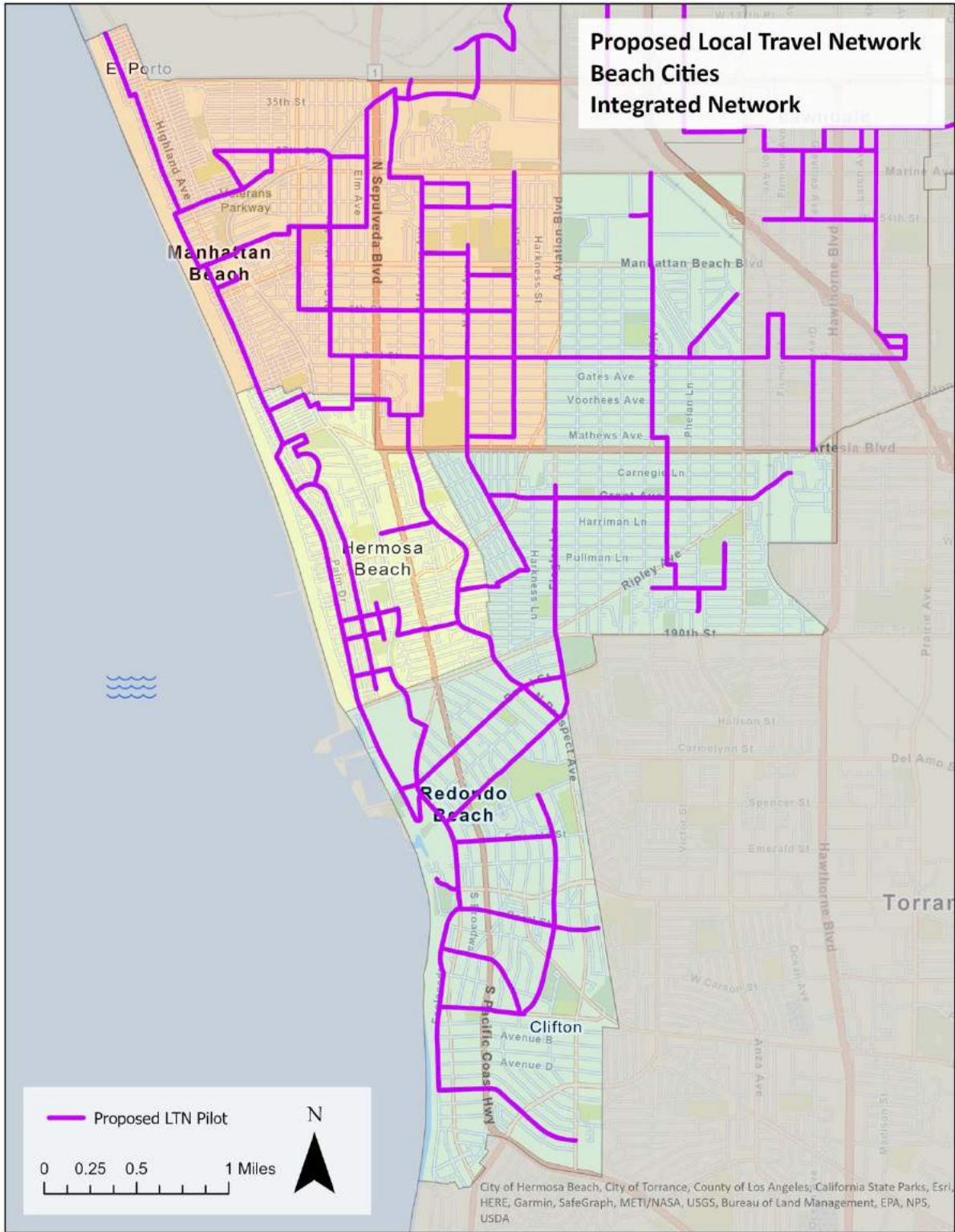


**Please note: Dark purple lines indicate areas covered by this project. Light purple represents anticipated future project scope.*

Proposed LTN Corridor #1



Proposed LTN Corridor #2



FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA, after receiving LACMTA Project Manager’s acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**LACMTA FA MEASURE M ATTACHMENT D-1
 QUARTERLY PROGRESS/EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M550210
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296
 Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure M Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :** 2020-2021 2021-2022 2022-2023
 2023-2024 2024-2025 2025-2026
- Quarter :** Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

Measure M Multi-Year Subregional Program Type: Planning Activities for Measure M Multi-year Subregional Programs

LACMTA Project Manager	Name:	Isidro Panuco
	Phone Number:	213-418-3208
	E-mail:	panucoi@metro.net

Grantee Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Planning Activities/Prog Dev				
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
 No
 Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

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South Bay Cities Council of Governments

May 9, 2022

TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, Executive Director
SUBJECT: XEROX - Office I.T. Equipment Replacement

Adherence to Strategic Plan:

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

BACKGROUND:

The existing XEROX contract is ending. This contract was for a 60-month period at the cost of \$479.09/month.

ANALYSIS:

The South Bay Cities Council of Governments staff researched options to meet the current and anticipated printing/copying needs of the organization -- including outreach services for partner contracts. Several options were identified ranging from \$387.73 - \$402.84 /month. Pricing varied based on function and size of machine and was lower due to technology improvements over the last 5 years.

Based on this review, staff is recommending the XEROX Model C8135 (option #2 attached) which includes color copying, updated scanning functions, and automatic finishing. Staff recognizes this model is slightly smaller than the existing machine; however, believes that this option is robust enough to handle the office and contract needs adequately.

COSTS:

The cost for option #2, is \$399.68 per/month. This cost includes the monthly lease (60-months), supplies and maintenance, 1,000 copy monthly allowance for black and white printing with estimated overage at .001 cent/copy, and estimate of color copies at .87 cents/copy. The recommended model presents a monthly average cost savings of \$79.41 over the existing machine.

RECOMMENDATION

Approve new contract for XEROX C8135 copy machine in the amount of \$387.83 per/month for a 60-month period.

Prepared by Ghia Horton



Xerox Equipment Review

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

Prepared by Bill McDermott

Bill@qdoxs.com

3030 Old Ranch Parkway, Ste. 190

Seal Beach, CA 90740

www.qdoxs.com

UPDATED : 04/29/2022

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Our Team of Experts

Together everyone achieves more



Bill McDermott
Sales Executive &
Account Manager



Lindsey Marks
Vice President of
Sales



David Schmitz
Sr. Network Systems
Analyst



Rick Archer
Workflow Solutions
Manager



Sue Yates
Managed Print
Services Specialist



Ron Scruggs
Office Supplies
Manager



Jim Jones
Customer Relations
Manager



Brad Blackburn
Director of Operations

A knowledgeable team with the best tools and a genuine desire to help our clients succeed.

Award winning industry experts help you pick the right technology for your needs.

Xerox certified Account Managers, Product Specialists and Program Managers are now your resources to find and tailor the best possible solution for your team.

Xerox certified network analysts customize the hardware and software solutions in tandem with your IT

Years of experience in hundreds of offices in Southern California.

Customized On-site customer training designed for you

Learn how to fully utilize your new tools with an expert on-site, live with your applications.

QDoxs Account Management

All from the technology partner you want on your team.



Executive Summary

Xerox and I would like to thank you for supporting us in putting this recommendation together. This recommendation will provide you the most cost-effective Solution with the latest technology upgrades and service from Xerox Corporation.

The following proposal is priced at a 60-month lease. Delivery, installation and staff training is included. All equipment supplies are included in the 'cost per page', except paper.

My proposed solution includes:

1,000 B/W Copies monthly

500 Color Copies monthly



Bill McDermott

Xerox Sales Executive

562.435.2769 x 1773

bill@qdoxs.com

CURRENT MODEL: Xerox W7855PT

I was able to pull the information below from your existing contract and also from my Customer Relations Manager.

- XEROX W7855PT (EFFECTIVE 2/06/2017)
- SERIAL NUMBER: MX4-497203
- ACCESSORIES: PROFESSIONAL FINISHER, KEYBOARD, AUTOSTORE
- XEROX SERVICE CALLS IN 2022 = 0
- XEROX SERVICE CALLS IN 2021 = 2

- MONTHLY LEASE = \$ 426.42 / month
- SUPPLIES & MAINTENANCE = \$ 0.00
- MONTHLY ALLOWANCE B/W = 0
- AVERAGE MONTHLY B/W VOLUME = 1,349
- AVERAGE MONTHLY B/W OVERAGE @.005 = \$ 6.74
- MONTHLY ALLOWANCE COLOR = 0
- AVERAGE MONTHLY COLOR VOLUME = 919
- AVERAGE MONTHLY COLOR OVERAGE @.0500 = \$ 45.93
- TOTAL MONTHLY AVERAGE = \$ 479.09

PROPOSED MODEL OPTION #1: Xerox C8135

- XEROX C8135
- ACCESSORIES: CONVENIENCE STAPLER AND SHELF
- (max paper size 11x17 in tray 1 & 2)



- 60 MONTHLY LEASE = \$ 285.49 / month
- SUPPLIES & MAINTENANCE = \$ 62.30
- MONTHLY ALLOWANCE B/W = 1,000
- AVERAGE MONTHLY B/W VOLUME = 1,349
- AVERAGE MONTHLY B/W OVERAGE @.0100 = \$ 3.49
- MONTHLY ALLOWANCE COLOR = 500
- AVERAGE MONTHLY COLOR VOLUME = 919
- AVERAGE MONTHLY COLOR OVERAGE @.087 = \$ 36.45
- TOTAL MONTHLY AVERAGE = \$ 387.73

- AVERAGE MONTHLY SAVINGS = \$ 91.39
- AVERAGE SAVINGS OVER TERM = \$ 5,483.56

PROPOSED MODEL OPTION #2: Xerox C8135

- XEROX C8135
- ACCESSORIES: OFFICE FINISHER
- (max paper size 11x17 in tray 1 & 2)



- 60 MONTHLY LEASE = \$ 297.44 / month
- SUPPLIES & MAINTENANCE = \$ 62.30
- MONTHLY ALLOWANCE B/W = 1,000
- AVERAGE MONTHLY B/W VOLUME = 1,349
- AVERAGE MONTHLY B/W OVERAGE @.0100 = \$ 3.49
- MONTHLY ALLOWANCE COLOR = 500
- AVERAGE MONTHLY COLOR VOLUME = 919
- AVERAGE MONTHLY COLOR OVERAGE @.087 = \$ 36.45
- TOTAL MONTHLY AVERAGE = \$ 399.68

- AVERAGE MONTHLY SAVINGS = \$ 79.42
- AVERAGE SAVINGS OVER TERM = \$ 4,765.00

PROPOSED MODELS OPTION #3

Xerox Color Desktop MFD C505 & Xerox Color Desktop Printer C500

- XEROX C505 DESKTOP MFD (qty = 1) &
- C500 COLOR DESKTOP PRINTER (qty = 2)
- ACCESSORIES: SINGLE TRAY
- (max paper size 8.5 x14 in bypass tray)

- 60 MONTH LEASE = \$ 144.39 / month
- SUPPLIES & MAINTENANCE = \$ 258.45
- MONTHLY ALLOWANCE B/W = 500 / each
- AVERAGE MONTHLY B/W VOLUME = 1,349
- AVERAGE MONTHLY B/W OVERAGE @.0213= \$ 0.00
- MONTHLY ALLOWANCE COLOR = 500 / each
- AVERAGE MONTHLY COLOR VOLUME = 919
- AVERAGE MONTHLY COLOR OVERAGE @.13100 = \$ 0.00
- TOTAL MONTHLY AVERAGE = \$ 402.84

- AVERAGE MONTHLY SAVINGS = \$ 76.26
- AVERAGE SAVINGS OVER TERM = \$ 4,575.40



XEROX Configuration



Xerox AltaLink C8100 Family



Total width: 24 in (620 mm) **Total height:** 44 in (1,130 mm) **Total depth:** 28 in (723 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

Xerox AltaLink C8135 (Tandem Tray)

The Xerox AltaLink C8135 is designed with a powerful mix of features, accessories and finishing that help you get more work done in any location, at medium to high volumes and at a speed of 35 ppm color and black and white.

- Prints up to 1200 x 2400 dpi.
- Single Pass Duplex Automatic Document Feeder: 130 sheets, speeds of up to 141 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3.
- Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in./89 x 98 mm to 320 x 1,320 mm (SEF)
- Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF)
- Tray 2: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)
- High Capacity Tandem Tray: Up to 2,000 sheets; Sizes: 8.5 x 11 in./A4
- Total Paper Capacity 3140 sheets.
- Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 6
- 250 sheet Dual Offset Catch Tray and 100 sheet Face up Tray.
- Equipped with the Smart Proximity Sensor which wakes up the device when a user approaches, saving precious time and saving energy when idle.



Convenience Stapler

For simple stapling needs, the Convenience Stapler provides offline stapling of printed output and original documents. Staples 50-sheets (based on 20 lb. bond/75 gsm). (Includes a Work Surface in the U.S.)



XEROX Configuration



Xerox AltaLink C8100 Family



Total width: 47 in (1,207 mm) **Total height:** 44 in (1,130 mm) **Total depth:** 28 in (723 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

Xerox AltaLink C8135 (Tandem Tray)

The Xerox AltaLink C8135 is designed with a powerful mix of features, accessories and finishing that help you get more work done in any location, at medium to high volumes and at a speed of 35 ppm color and black and white.

- Prints up to 1200 x 2400 dpi.
- Single Pass Duplex Automatic Document Feeder: 130 sheets, speeds of up to 141 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3.
- Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in./89 x 98 mm to 320 x 1,320 mm (SEF)
- Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF)
- Tray 2: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)
- High Capacity Tandem Tray: Up to 2,000 sheets; Sizes: 8.5 x 11 in./A4
- Total Paper Capacity 3140 sheets.
- Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 6
- 250 sheet Dual Offset Catch Tray and 100 sheet Face up Tray.
- Equipped with the Smart Proximity Sensor which wakes up the device when a user approaches, saving precious time and saving energy when idle.



Office Finisher

2,000-sheet stacker, 50 sheets stapled, 2-position stapling. See optional hole punch and optional booklet maker for Office Finisher.



XEROX Configuration



Xerox® VersaLink® C500/C600 Family



Total width: 18 in (470 mm) **Total height:** 25 in (644 mm) **Total depth:** 19 in (503 mm)
Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

VersaLink® C505 Multifunction Printer

Xerox® VersaLink® C505 Color Multifunction Printer, Print/Copy/Scan/Email, Letter, Up To 55 ppm (53 ppm A4), 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 100-Sheet DADF (Single-Pass Duplex)



Xerox® VersaLink® C500/C600 Family



Total width: 16 in (427 mm) **Total height:** 17 in (443 mm) **Total depth:** 18 in (465 mm)
Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

VersaLink® C500 Printer

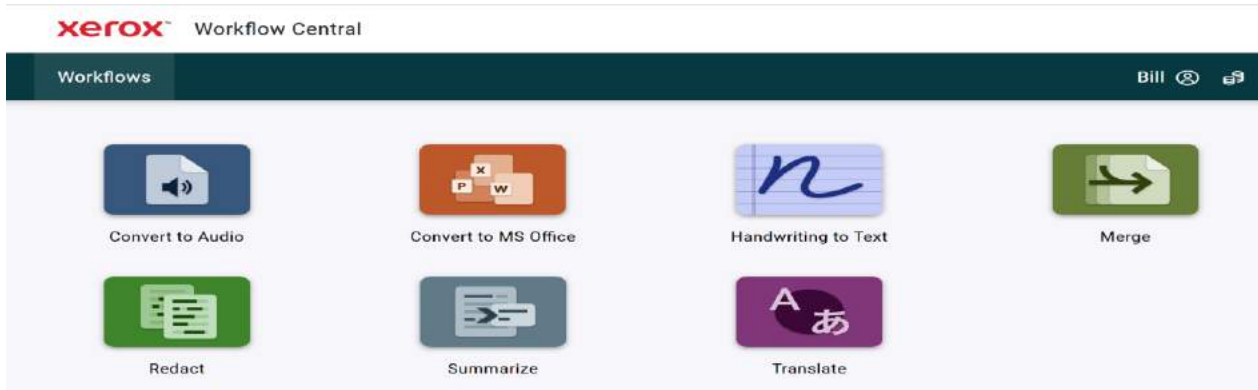
Xerox® VersaLink® C500 Color Printer, Print Letter, Up To 45 ppm (43 ppm A4), 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray



Xerox Equipment & Technology Updates

XEROX APP PACK:

CONVERT TO AUDIO, CONVERT TO MS OFFICE, HANDWRITING TO TEXT, MERGE, REDACT, SUMMARIZE, TRANSLATE, SCAN & PRINT APP



Automation built in

The “Always On” XDA ensures information is up to date, meter reads are submitted automatically, you receive proactive & reliable supplies, service and support!

XDA as a Service, at no charge!

Dedicated Appliance for XDA “Always On” Connection
Simplifies, Service, Supplies and Meters
Remote Monitoring and Support

Business Analytics for Better Decisions

Print Costs
Environmental Impact
Paper Use & Waste
For Your Xerox and Non-Xerox alike



Advanced Printer-Fleet Web Portal


24/7 tool that provides detailed, real-time information,
Dashboard view of supply levels
Place Service Requests and additional Supply Orders

Online Ticket Requests

24/7 tool that provides detailed, real-time information,
Dashboard view of supply levels
Place Service Requests and additional Supply Orders

Optional: Xerox Equipment Protection Program

Your lease agreement with Xerox Financial Services LLC requires that the equipment is insured against loss or damage for its full replacement value. Your lease also requires that you carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance").



«LTDT»

«IVNM»
«ADD1»
«ADD2»
«CITY», «STCD» «PSCD»

Xerox Financial Services LLC
 olo Insurance Center
 P.O. Box 3547
 Bellevue, WA 98009
 Phone: 866.223.6383
 Web: agent.gaic.com
 Insurance Center Hours: 6 a.m. – 6 p.m. Pacific Time, M – F

Example
New Customer Letter

Subject: How to Fulfill Your Lease's Insurance Requirement
Account No. «LSCD»

Thank you for choosing to lease your new equipment through Xerox Financial Services LLC. Your business is important to us.

Why you are receiving this letter:

Your lease agreement with Xerox Financial Services LLC requires that the equipment is insured against loss or damage for its full replacement value. Your lease also requires that you carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance").

There are two options to fulfill the property insurance component of your Required Insurance obligation:

Option 1 – Obtain your own insurance in accordance with the requirements in your lease, and have your insurance agent or broker confirm your coverage by going to agent.gaic.com or by calling the Insurance Center at **866.223.6383**.

Option 2 – Enroll automatically in the Equipment Protection Program for a monthly charge of \$«GINVx», which is included on each lease invoice as a separately identified line item. This rate is fixed over the term of your lease and will not increase due to claim activity. The Equipment Protection Program for the customers of Xerox Financial Services LLC is underwritten by member companies of Great American Insurance Group and covers loss and damage from more types of perils than a typical commercial policy. This coverage includes damage by water, flood, and earthquake. In addition, there is no deductible for covered damage or loss that exceeds \$100. Refer to the Frequently Asked Questions on the reverse side of this letter for more information. To choose this option, no action is required. To ask any questions you may have, please call the Insurance Center at **866.223.6383**.

Focused Implementation

Tasks	Week 1	Week 2	Week 3	Week 4 +	Date
Order Authorization	X				
Statement of Work Complete	X				
Order Submitted	X				
Local Warehouse Delivery		X			
Solution Configuration		X			
On-Site Customer Assembly: (Physical delivery)			X		
Network Installation: Network machine, print drivers, scanning & XDA)			X		
Application Testing: Test scanning applications with end users)			X		
End User Training: Initial training either day of delivery or schedule shortly thereafter)			X		
Review Processes: (Sue will review Service and Supply process & portal)				X	
Optimization: Review billing, insurance & future workflow solutions)				X	





Customer References

QDoxs | Copiers & Printers in Los Angeles & Orange County | Xerox Agent

Website Directions Save Call

4.9 ★★★★★ 98 Google reviews

Office equipment supplier in Seal Beach, California

Julie Denny
11 reviews · 5 photos
★★★★★ 2 years ago

Bill and his Team are AMAZING! Bill comes with solutions and is never pushing sales, he is truly here for the us, the customer. We have had Xerox printers for years and they are very good and reliable. Ron is also great for supplies. Jonathan provides tech services and goes above and beyond for us. Highly recommended Team.



1

Cynthia Credell
3 reviews
★★★★★ 3 years ago

Quite often my experience has been companies forget to practice "good customer service." My experience with QDoxs and their representatives, specifically, Bill McDermott, Rick Archer, and David Schmitz, to name a few, has been exactly the opposite. Not only did Bill present this office with a newer model of Xerox, he also found us substantial savings and a way for our office to save a tree or two. The actual sales presentation and installation of a new machine was faultless, we were shown how to enhance our productivity, and did I mention "SUBSTANTIAL SAVINGS?" The follow through after we actually purchased the machine was also five-star and we were not left feeling like now the machine was in our possession - their job was finished. I would rate them 10 stars if I could. Thank you so much QDoxs.



1

Mark Razavi
2 reviews
★★★★★ 4 days ago NEW

I've been a customer for 7+ years because the service our office receives from Bill, Dave, Shane and the rest of the team is second to none!



Like

Shachihata Xstamper
1 review
★★★★★ a week ago NEW

The level of service we've received continues to be outstanding. Special thanks to Bill for proactively addressing our needs!



Like

"This company is professional and on top of their business! My company has been working with QDoxs since 2013 and every second has been perfect! We plan to be with them for many more years to come."

~ Sandra in Orange County

"Their services are so efficient you almost don't need them but when you do, their customer support and response time is excellent"

~ Juan in Los Angeles County

Read more at www.qdoxs.com/reviews



CONTACT US

HEADQUARTERS

3030 Old Ranch Parkway
Suite 190
Seal Beach, CA 90740

- ✉ hello@qdoxs.com
- 💻 www.qdoxs.com
- 🐦 [@qdoxs](https://twitter.com/qdoxs)
- ☎ 562.435.2769

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City Attendance at Meetings

April 2022																	
Monthly Meetings	Cities that attended																
	Carson	El Segundo	Gardena	Hawthorne	Hermosa Beach	Inglewood	Lawndale	Lomita	Manhattan Beach	Palos Verdes Estates	Rancho Palos Verdes	Redondo Beach	Rolling Hills	Rolling Hills Estates	Torrance	County of LA	Los Angeles
City Managers Meeting	R. Lennox	D. George B. Voss			S. Lowenthal	H. Singh				M. Prestwich	A. Mihranian K. Banales	M. Witzansky	E. Jeng	G. Grammer	A. Chaparyan D. Santana F. Fulton J. Reid		
Economic Development Directors' Roundtable Group	J. Raymond	B. Voss C. Reveles	J. Choi		C. Teague			B. Waite				G. Kapovich					J. Ickle M. Alam M. Cheung
Infrastructure Working Group		L. Xu					J. Lee		E. Zandvliet H. Shi								
Legislative Committee		D. Boyles C. Pimentel					B. Suarez					Z. Obagi Jr.					
Parks and Rec	M. Whittaker R. Lennox	A. Hester	S. Santin N. Sweeney								C. Linder		C. Horvath		J. LaRock		
Planning Directors/Community Dev.					C. Luis	M. Wilcox		S. Repp	T. Mirzakhania	S. Brady	K. Rukavina				M. Ramirez		
Transit Operators Working Group			D. Pynn								M. Gombert	J. Rooney L. Scott					
Transportation Committee		C. Pimentel L. Xu		O. Valentine					E. Lee H. Shi		J. Cruikshank R. Awwad	L. Scott			S. Furukawa	L. O'Brien (SD2) K. Shamdassani (SD2) V. Gomez (SD4) M. Adhami (DPW) M. Cheung (DPW)	R. Ghazarian D. Rodman

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Media Report – April 2022

The following is a summary of metrics from efforts to promote the SBCCOG via social media, email marketing and earned media (external media) for the month of March.

Social Media Followers – Year-Over-Year Comparison

SBCCOG	2021	2022	Percentage Increase
Twitter	323	389	20%
Facebook	174 (likes)	283 (followers)	N/A <i>“Likes” metric phased out in Jan. 2022 / “Following” metric not recorded in Feb. 2021</i>
LinkedIn	146	225	35%
SBESC	2021	2022	Percentage Increase
Twitter	569	582	2%
Facebook	757 (likes)	855 (followers)	N/A <i>“Likes” metric phased out in Jan. 2022 / “Following” metric not recorded in Feb. 2021</i>

Top Social Media Posts for Each Platform

Channel	Post	Exposure	Engagements (<i>clicks, shares, comments</i>)
SBESC Facebook	Water Replenishment District is hosting tours of its state-of-the-art Albert Robles Center for Water Recycling & Environmental Learning. Find out how the center creates a locally sustainable...	71 impressions	4 engagements
SBCCOG Facebook	And the winner is...Raymond Fujii of Torrance! Fujii is the first-place winner of our inaugural “Why I Love the South Bay” Photo Contest with his breathtaking snap of the Redondo Beach Pier...	66 impressions	7 engagements
SBESC Twitter	Attention South Bay multifamily property owners, contractors, and HVAC, lighting and water heating workers: Sign up to attend a webinar hosted by the @_soCalREN...	132 impressions	4 engagements
SBCCOG Twitter	The City of Hawthorne – Government is using Federal Emergency Housing Vouchers to help its unhoused residents find permanent housing solution. Read more...	355 impressions	22 engagements

Top Email Marketing Campaign

Note: open rate industry avg. = 15 to 25%; click-through rate = 2.5% (source: campaignmonitor.com)

Medium	Exposure	Engagements (<i>clicks, shares, comments</i>)
April 2022 SBESC E-Newsletter	15,148 recipients (36% open rate – 5,092)	1% click through rate (182)

Earned Media Placements

Outlet	Link	Headline	Date	Quality	Relevance	Sentiment
Los Cerritos Community News	https://www.loscerritosnews.net/2022/04/18/local-elected-officials-oppose-tribal-gaming-initiative/	Local Elected Officials Oppose Tribal Gaming Initiative	4/19/22	Low	Low	Neutral
The Beach Reporter	N/A Print Edition	Torrance resident wins ‘Why I Love the South Bay’ Photo Contest	3/14/22	High	High	Positive
Torrance CitiCABLE - “COVID-19 TODAY”	https://www.youtube.com/watch?t=527&v=Np4sZNNcjjI&feature=youtu.be	Torrance resident wins ‘Why I Love the South Bay’ Photo Contest	4/7/22	High	High	Positive
Daily Breeze	https://www.dailybreeze.com/2022/04/05/torrance-resident-wins-why-i-love-the-south-bay-photo-contest/	Torrance resident wins ‘Why I Love the South Bay’ Photo Contest	4/6/22	High	High	Positive

South Bay Cities Council of Governments

May 9, 2022

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director
Jonathan Pacheco Bell, Regional Planner

SUBJECT: Housing Education Program REAP Project

Adherence to Strategic Plan:

Goal A: Environment, Transportation, and Economic Development. Facilitate, implement, and/or educate members and others about environmental, transportation, and economic development programs that benefit the South Bay. Strategy 2 – Promote sustainable communities and serve as a resource to member cities.

BACKGROUND

SBCCOG received funding for four (4) projects through Regional Early Action Planning (REAP) grants from the California Department of Housing and Community Development (HCD) and administered through the Southern California Association of Governments (SCAG). One of the REAP projects funds the Housing Education Program. This project includes a series of educational workshops (Housing Education Forum) to inform South Bay city leaders about residential density and design that supports a range of housing options and helps decision makers and stakeholders understand ways to meet 6th Cycle Regional Housing Needs Assessment (RHNA) allocations. Attendees will be elected officials, planning commissioners, community development staff, and community advocates.

SBCCOG submitted this project on behalf of all our member agencies. SBCCOG will manage the educational forum, which will take place on Zoom, with session recordings uploaded to SBCCOG's website. The resulting housing resources will be instructive to the South Bay.

PROJECT COMPONENTS

To meet the project objectives, SBCCOG will implement the following activities:

- Convene and coordinate an Advisory Committee.
- Create a Housing Education Forum with a Bench of Experts.
- Develop a housing education webpage on SBCCOG's website.

Each of these activities will be funded using the Micro-purchase option provided in MOU No. M-017-21 between SBCCOG and SCAG, as follows:

- **Micro-purchase** – For services costing \$5,000 or less. No bids required.

Advisory Committee

SBCCOG staff will convene and coordinate an Advisory Committee comprised of approximately nine (9) South Bay city leaders. Committee members will be drawn from SBCCOG's cities.

Eligible participants will be city council members, planning commissioners, and community development staff, all serving in a volunteer capacity.

This activity is allocated a budget not to exceed \$5,000 to coordinate committee duties.

Housing Education Forum with Bench of Experts

SBCCOG staff will create a Housing Education Forum. The forum will gather attendees for a discussion of housing opportunities and constraints followed by a sharing of goals, priorities, and programs for successfully providing adequate housing and addressing Housing Element requirements and RHNA goals.

In consultation with the Advisory Committee, SBCCOG will assemble a bench of subject matter experts to develop and deliver the forum's ten (10) units of housing education for South Bay city leaders. The bench will be comprised of 10-14 recognized experts in topics addressed in the educational forum. Speakers will describe the housing "system and players/stakeholders" to attendees.

We anticipate assembling a diverse array of guest speakers, such as:

- Affordable housing developers
- Thought leaders in the housing field
- Current or former Community Development Directors and Planning Commissioners
- Experts in housing law, finance, urban design, transportation and land use, gentrification, CEQA
- Current or former HCD staff to explain RHNA
- Current or former CA Department of Finance staff to explain population forecasts influencing RHNA

An invited speaker will be paid an honorarium of approximately \$1,000 for serving as a subject matter expert on an educational unit topic. Speakers will be acquired in clusters – for example, four guest speakers in cluster #1, five speakers in cluster #2, and so forth – so as not to exceed the \$5,000 limit for Micro-purchases. For each cluster acquired through Micro-purchase, the cost will not exceed \$5,000. Including all clusters, the total cost for this activity will not exceed \$24,999. SCAG staff has approved this method of acquiring the speakers.

Housing Education Webpage

SBCCOG will develop a webpage within SBCCOG's existing website consistent with the design template of the site to showcase information on successful housing developments in the South Bay. This webpage resource complements the Housing Education Forum. The webpage will provide information on RHNA, state housing laws, and links to other housing related websites. There will be a description of typical housing types and design approaches for higher density housing. Information will focus on different strategies for addressing design, density, and affordability in the South Bay.

Costs for this activity will not exceed \$5,000.

RECOMMENDATION

That the SBCCOG Board approve this plan for the Housing Education Program REAP project activities to provide educational resources for SBCCOG cities to encourage informed discussions regarding residential density and design that support a range of sustainable and affordable housing options and help South Bay decision makers and stakeholders understand optimal ways to meet regional housing needs.

Additionally, that board members who are interested in being part of the Advisory Committee and/or recommending someone from their city (Planning Commissioner, Community Development Director) send the names to Jonathan Pacheco Bell at jonathan@southbaycities.org.

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South Bay Cities Council of Governments

SBCCOG Board of Directors' Meeting Thursday, May 26, 2022 @ 6:00 pm 2355 Crenshaw Blvd, Suite 125, Torrance & virtual

DRAFT AGENDA

- I. **CALL TO ORDER** (6:00 PM)
Drew Boyles, Chair
- II. **VERIFY QUORUM**
- III. **CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK**
- IV. **BROWN ACT DECLARATION** - Pursuant to AB 361, the Board of Directors finds that a statewide state of emergency remains in force and State and local officials continue to recommend measures to promote social distancing (attachment)
- V. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA**
- VI. **COMMENTS FROM THE PUBLIC** (6:05 pm)
- VII. **CONSENT CALENDAR** (6:08 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. **April 28, 2022 minutes** (attachment) – Approve
- B. **MOU Contract Renewal with Metro for Board Deputy Staffing** (attachment) – Approve
- C. **Measure M Funding Agreement for Planning Activities for the South Bay Local Travel Network** (attachment) - Approve
- D. **XEROX - Office I.T. Equipment Replacement** (attachments) – Approve
- E. **Legislative Matrix**– (attachment) – Approve
- F. **Monthly Reports – Receive and File**
 - 1. **Transportation Report** (attachment)
 - 2. **City Attendance at SBCCOG meetings** (attachment)
 - 3. **Media Report** (attachment)
 - 4. **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)*
 - b. *SCAG Regional Council (Drew Boyles, Mark Henderson, James Gazeley)*
 - c. *Metro Service Council (Don Szerlip)*
 - d. *South Bay Association of Chambers of Commerce (Olivia Valentine)*
 - e. *South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)*
 - f. *South Bay Workforce Investment Board*

- VIII. **PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)**
 - A. **DPH - SPA 8 Update** – Lindsey Lastra, LA County Dept. of Public Health (6:10 pm)

- IX. **TRANSPORTATION REPORTS (6:20 pm)**
 - A. Metro Report - Board member James Butts/Steve Lantz
 - B. Transportation Committee report – Chris Pimentel/Steve Lantz

- X. **SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (6:30 pm)**
 - A. Nominating Committee report – open nominations from the floor
 - B. Alert South Bay
 - C. General Assembly Feedback
 - D. Homeless Services
 - E. Legislative Committee report
 - a. Report from Regional Housing Trust Fund status
 - F. SBESC projects and programs
 - a. South Bay Environmental Services Center Report (attachment)
 - G. South Bay Fiber Network
 - H. Local Travel Network
 - I. Senior Services
 - J. Virtual/Hybrid/In Person
 - K. Other

- XI. **AGENCY REPORTS (7:10 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. Sanitation Districts of Los Angeles County
 - C. Air Quality Management District (Joe Buscaino & Denny Shaw)
 - D. Santa Monica Bay Restoration Commission (Bill Brand/Alegria)
 - F. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)
 - G. California Association of Councils of Governments - CALCOG (Britt Huff)

- XII. **UPCOMING EVENTS & ANNOUNCEMENTS**

- XIII. **ADJOURNMENT**

Next Board meeting - Thursday, June 23, 2022

South Bay Cities Council of Governments

May 9, 2022

TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, Executive Director
SUBJECT: Hybrid Meeting Criteria

Adherence to Strategic Plan:

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

BACKGROUND

Last month, the South Bay Cities Council of Governments (SBCCOG) was planning to host a hybrid meeting but only 4 board members indicated that they were coming in person. Because staff is now not regularly working in the office and the need to provide refreshments and set-up and closing, a decision was made that the meeting should just be virtual. This decision was made not for convenience but to save costs of staff working after hours and food expenses. This decision began the SBCCOG Board discussion of how many members coming in person would be the minimum amount to hold a hybrid meeting.

PROPOSAL FOR HYBRID MEETING IN-PERSON PARTICIPATION

There are 18 jurisdictions with representatives on the Board of Directors – 16 cities and 2 supervisorial districts. Each of those jurisdictions has one or more alternates. At this point, 9 jurisdictions represented with a delegate or alternate constitute a quorum.

From the SBCCOG Board discussion, there appeared to be consensus that 8 or 9 people attending in person would be the minimum for an in-person Board meeting. It was also agreed that the Steering Committee could decide each month based on possible RSVPs.

RECOMMENDATION

As long as hybrid meetings are legally allowed, the Steering Committees would continue to be hybrid and in person participation at the Board meetings would be open to a minimum of 8 people in attendance.

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South Bay Cities Council of Governments

May 9, 2022

TO: SBCCOG Steering Committee
FROM: Steve Lantz, SBCCOG Transportation Director
RE: Metro CLAX/ Green Line Operating Plan Reconsideration

Adherence to Strategic Plan:

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

BACKGROUND

In 2018, L. A. Metro staff discussed with the SBCCOG Metro's initial operating plans for train service between the Crenshaw /LAX (CLAX) and Green Lines. Metro chose Option C-3, a one-year pilot operating plan that provided a one-seat ride between Torrance and Norwalk but required a transfer from the Green Line to the CLAX Line at the Green Line Aviation/Imperial station for travel between Torrance, LAX and the Exposition Line. Although the SBCCOG favored Option C-2, which would provide a one-seat ride between Torrance and the Exposition Line, the SBCCOG Board agreed to support a one-year pilot of C-3 in consensus with the Gateway Cities Council of Governments.

Since that time, Metro has experienced delays in the completion of the CLAX rail project which has shortened the time gap between opening the CLAX line north of LAX and integrating operations between the CLAX line and the Green Line. In addition, the LAX / Metro connector project is under construction which will add a new common station connecting the people mover from all LAX terminals to the CLAX Line at 96th Street and Aviation Boulevard rather than requiring a shuttle bus ride between the Green Line Aviation/Imperial station and the LAX terminals.

Metro Staff does not believe there is sufficient time to implement a one-year pilot, evaluate and adjust the CLAX operation plan before the CLAX line can operate through the APM station to the Green Line in 2023 and before the LAX APM station opens in 2024. The northern segment of the CLAX line (Segment 1 - Westchester/Veterans to Expo/Crenshaw) is expected to open in Fall 2022. Segment 2 (between Westchester/Veterans and the Green Line) is now projected for a Fall 2023 opening. The AMC is expected to open in late 2024.

Instead of instituting a one-year pilot, Metro staff is now undertaking a public outreach program to reconsider whether its CLAX/Green Line integrated operating plan should be the compromise C-3 or C-2, which is consistent with SBCCOG's initial recommendation (see C-2 and C-3 schematic drawings, Exhibit 1).

C-2 would enable a one-seat ride from Torrance to the Exposition Line, with one-seat ride extended to Hollywood once the Crenshaw Line Northern Segment is completed. The Green Line trains would provide a one-seat ride between Norwalk and the LAX AMC CLAX station. Riders between Norwalk and Torrance also would transfer at the LAX AMC CLAX station.

Option C-2 provides the best opportunity to increase ridership on the west end of Green Line by providing a competitive north/south service with the opening of the Green Line Southern segment to Torrance enabling a one-seat

ride from Torrance to the Exposition Line and providing a one-seat ride from Norwalk to the AMC station. However, riders travelling from Norwalk to Torrance or Exposition would need to transfer at the AMC station.

For the South Bay, projected C-2 peak-hour ridership would increase ridership on the Green Line South segment between Torrance and Redondo Beach by approximately 1,400 riders per hour with total peak-hour ridership on the segments as follows:

Norwalk to AMC	4,980
Crenshaw/Expo to Torrance	6,320
Airport People Mover	<u>920</u>
Total Peak Hour	12,220

The C-2 option also has lowest operating cost, requires fewer new operators, and requires the smallest railcar fleet expansion. The C-3 option has higher cost due to an overlap of service between Willowbrook/Rosa Parks and Aviation/LAX stations but estimated ridership is minimally different. Metro staff projects the relative cost and operational differences as follows:

<u>Option</u>	<u>Annual Operating Cost</u>	<u>Railcar Fleet Need</u>	<u>Reduced Operators Vs C-3</u>
C-2	\$76.0M	51	-15
C-3	\$90.6M	60	N/C

The SBCCOG Board also requested that Metro immediately begin initiating two significant capital projects to improve the reliability and capacity of the CLAX and Green Lines. One would expand Green Line Platforms to accommodate 3-car trains. The other would increase power capacity at the Green Line and CLAX traction power stations. Metro staff does not believe there is a need to expand platforms to operate 3-car trains or to increase traction power before the CLAX line is extended north from the Exposition Line to Hollywood. The platform extensions and additional traction power will be evaluated in the context of the Crenshaw North project planning.

RECOMMENDATIONS

That the SBCCOG Board of Directors:

1. Reaffirms SBCCOG’s endorsement of the C-2 CLAX / Green Line Operating Plan now being proposed by L. A. Metro staff; and
2. Requests L. A. Metro continue development and delivery of the 3-car platform extension projects at the Green Line Aviation, Mariposa, Douglas and Marine Green Line stations to conform with Metro system design standards in all phases of the Crenshaw North light rail segment development.

Attachment

Exhibit 1 - C-2, C-3 Operating Schematics

Alt C-2: Crenshaw/Redondo Interline, Norwalk Shortline



Alt C-3: Green Line shortline, Crenshaw to Norwalk



South Bay Cities Council of Governments

May 9, 2022

TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, Executive Director
SUBJECT: 2022-2023 Draft Budget

Adherence to Strategic Plan:

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

BACKGROUND

SBCCOG staff normally presents the draft budget to the Steering Committee and Board in the month of May for comment, makes any changes that are directed by the members, and then brings the final budget back to the Steering Committee and Board in June for adoption,

This year, we have a new Administrative Officer, Lara Gerges, who just started on May 2 and we would like her to be an integral part of the budget development for next year. Therefore, we are proposing a change in our normal schedule.

PROPOSED SCHEDULE AND OPTIONS

Staff would like to use the month of May to develop the draft budget and bring it to the Steering Committee and Board in June. At that time, there can be the following option:

1. Adopt the budget that is presented with minor modifications if there are any
2. Make modifications to the budget as presented and adopt a continuing resolution which would allow the SBCCOG to continue operations for July with the understanding that the budget will be discussed again at the July Steering Committee and adopted at the July Board meeting. (Note: The By-laws say that the budget should be adopted before July 1 but Mike Jenkins, SBCCOG legal counsel, opined that a continuing resolution was a reasonable option.)
3. Hold a special meeting before July 1 to adopt the budget before the new fiscal year begins

RECOMMENDATION

That the SBCCOG Board approve Option 1 or 2 and ask staff to present the draft budget at the June meetings. At that time, if there are more than minor modifications that cannot be fixed at the June Board meeting, a continuing resolution will be presented to continue the budget discussion and adoption to the July meetings.

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South Bay Cities Council of Governments

May 9, 2022

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – April 2022

Adherence to Strategic Plan:

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

Climate

GHG emission inventory updates – CivicSpark Fellow

The SBCCOG is working with city staff and local utilities on the data acquisition process in order to update greenhouse gas (GHG) emissions inventories. As the data is received, it is entered into the ICLEI ClearPath portal. The SBCCOG has also prepared and distributed data requests for emissions related to water use. As data continues to come in, the Fellow is working on GHG emission calculations. The SBCCOG continues to respond to city questions about the inventory update process.

Energy Efficiency

Regional Energy Network (SoCalREN); CITY SUPPORT

Contract period is January 1, 2020 - December 31, 2022

Contract goal: Work Plan (including goals) are underway for 2022

In coordination with the SBCCOG and the SoCalREN, the City of Manhattan Beach held a residential Earth Day event, virtually, on April 27th. West Basin Water District was invited as a special guest. With a push from the SBESC newsletter that tripled registration rates, residents heard about City sustainability initiatives along with ways to save energy through energy efficiency and energy conservation practices, as well as SCE, SoCalGas, and West Basin residential programs. The webinar concluded with a call to action, asking residents to share photos of their energy-saving activity via social media or email, for the chance to win a Target gift card. Winners will be drawn on May 4th. A webinar recording will be made available on the SBCCOG and Manhattan Beach websites.

The SBCCOG continues to meet with cities to support state benchmarking compliance and assist cities with accessing their portfolios in ENERGY STAR Portfolio Manager (ESPM), a free online energy management tool maintained by the EPA. Each city portfolio contains property and energy usage of all city-owned buildings, thus providing an opportunity for cities to understand their energy usage in greater detail. SBCCOG staff have conducted workshops on using ESPM and provided cities with the opportunity to ask any additional questions they may have on their portfolio

and state compliance. To date, SBCCOG staff have met with the following cities: Gardena, Hermosa Beach, Lawndale, Lomita, Manhattan Beach, Redondo Beach, and Rolling Hills Estates.

Regarding the development of the facility equipment inventory, the SBCCOG continues to coordinate with the SoCalREN. The inventory will help inform cities on equipment replacement and potentially provide the CPUC data to help develop incentives. The SoCalREN and SBCCOG are further assessing which software should be used to compile the data.

Staff continue to collect utility data for new SoCalREN enrollees in order to complete city specific comparative energy analysis (CEA) which helps identify energy efficiency projects. To date, CEA reports have been presented to the cities of Gardena, Hawthorne, Hermosa Beach, Manhattan Beach, Rancho Palos Verdes, Redondo Beach, Rolling Hills Estates, Torrance, and El Segundo Unified School District. The Redondo Beach Unified School District CEA is in final review and will be presented to the district shortly.

Agencies enrolled in SoCalREN to date: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Lawndale, Lomita, Manhattan Beach, Rancho Palos Verdes, Redondo Beach, Rolling Hills Estates, Torrance, El Segundo Unified School District, Redondo Beach Unified School District, and Torrance Unified School District.

Regional Energy Network (SoCalREN): MULTIFAMILY

Contract period is September 1, 2020 – August 31, 2022

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

The SBCCOG attended a multifamily program webinar hosted by the SGVCOG on April 26 and promoted the webinar to South Bay cities. Staff is assessing lessons learned from the webinar in hopes of implementing new promotional ideas.

Regional Energy Network (SoCalREN): Kits for Kids

SBCCOG staff continues to promote the Kits for Kids SoCalREN program focused on providing energy efficiency education to third and fourth grade students. The SBCCOG coordinated a grant award ceremony for Towne Elementary in Carson which was held on April 7. The teachers were presented with a ceremonial check as two fourth grade classrooms were awarded \$1,000 grants each. The actual payments have already been made to the school. Boardmember and Carson Councilmember Cedric Hicks joined the ceremony and presented certificates to the school, teachers, SoCalREN and the SBCCOG. The teachers and students completed program surveys which will be used as testimonials to incentivize other South Bay schools to participate.

ICF is working on creating new marketing materials in a resource kit that will include the flyer and testimonials. This item should be completed in May at which time the SBCCOG will provide the kit to the South Bay school district public information and/or communication contacts.

Los Angeles Department of Water and Power (LADWP)

Contract period is July 1, 2021 through June 30, 2022

Task – Community Outreach and Promotional Events

Contract goal: Exhibit or present at 8-12 targeted special events.

Status of goal: 6 exhibit events completed.

Task - Commercial Kitchen Water Assessments

Contract goal: Conduct 6-8 commercial kitchens in CD15 for water assessment.

Status of goal: 8 water assessments completed, and materials package was distributed – **GOAL MET**

PACE

SBCCOG continues to promote PACE financing for homeowners through Ygrene. For 2021 Q4 payments totaled \$120.37.

Water Conservation

West Basin Municipal Water District Programs (West Basin)

Contract period is July 1, 2021, through June 30, 2022

SBCCOG and West Basin staff met on April 13th to discuss implementation of programs and 2022-23 budget.

Task – Educational Outreach Support - Exhibit Events

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

Status of goal: 84 exhibit events, presentations, workshops, networking opportunities, etc.

Staff continue to work with West Basin and community event planners to identify opportunities.

Task – 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

Staff continue outreach efforts to promote the Water Bottle Filling Station Program. Follow up phone calls were conducted to school districts in the South Bay.

Task - Support for Workshops, Events, & Webinars Educational Classes

Contract goal: 5 physical classes or webinars/virtual

Status of goal: 5 completed (virtual classes) **GOAL MET**

Staff continue to work with West Basin staff to hold virtual classes.

Task - Rain Barrel Giveaway

Contract goal: Home delivery pilot program and/or distribution events

Status of goal: Assist West Basin with rain barrel distribution **GOAL MET**

SBCCOG Staff and West Basin have started discussions on next program year's rain barrel distribution.

Task - Cash for Kitchens (CFK)

Contract goal: conduct up to 100 water assessments and distribute water efficiency packages

Status of goal: 64 water assessments completed, and materials package was distributed.

SBCCOG staff will continue to meet with West Basin staff weekly to discuss program implementation and status. Follow up phone calls were conducted to local businesses and outreach walks were conducted in the communities of Lennox and Hermosa Beach. Twelve water assessments were conducted in the month of April 2022. For the month of May, business walks are being planned for El Segundo.

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

Contract goal: Distribute up to 500 conservation kits, based on qualified surveys

Status of goal: 350 water conservation packages were distributed

Contract goal: Obtain up to 25% photos of installed devices

Status of goal: 9 photos collected

SBCCOG staff promoted this program at the South Bay Cities Council of Governments General Assembly.

Water Replenishment District of Southern California (WRD)

Contract period is July 1, 2021-December 31, 2022.

Ongoing promotion of WRD programs continues through SBCCOG's e-newsletters and other social media channels. In addition, SBCCOG posts WRD events on the website and sends out e-blasts to increase attendance at events.

Waste Reduction

Sanitation Districts of LA County (LACSD)

Contract period is July 1, 2021-June 30, 2022

Educational Outreach Support Exhibit Events

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

Status of goal: 85 exhibit events, presentations, workshops, networking opportunities, etc. as of April 2022.

Contract goal: Schedule up to 3 Sanitation Districts-related presentations

Status of goal: 1 presentation has been completed

Green Business

California Green Business Network (CAGBN):

Contract period February 28, 2022 – December 10, 2022

Contract goals: 15 certified business per city (total 30)

Status of goal: 0

CAGBN – State funding has been distributed to the City of El Segundo and Hawthorne. SBCCOG was awarded both City of El Segundo and City of Hawthorne CA Green Business Network contracts. A kickoff meeting was held with the City of Hawthorne, and business appointments have been scheduled. SBCCOG staff attended the City of Hawthorne Business Expo on 4/27/2022 to

promote the program. The SBCCOG team is working with the City of Torrance on a contract which will be approved after July 2022.

South Bay Green Business Assist Program (GBAP):

Ongoing

GBAP - SBCCOG continues to provide information to local businesses on opportunities to implement sustainability programs. In addition, businesses receive information on the status of SBCCOG utility partners' operations during the COVID-19 pandemic. GBAP by city: Carson (13), El Segundo (26), Gardena (20), Hermosa Beach (12), Hawthorne (52), Inglewood (18), Lawndale (30), Lennox (10), Lomita (6), Manhattan Beach (8), Palos Verdes Estates (9), Rancho Palos Verdes (11), Redondo Beach (6), Rolling Hills Estates (6), Torrance (63) and Los Angeles County – Community of Westmont (1) for a total of **313** businesses in the program as of the end of April 2022.

Transportation

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

Contract goals: 85 outreach events; 36 vanpool, rideshare, telework meetings/events; 8

Marketing/Media Survey Engagements

Status of goals: 258 outreach events; 14 vanpool or rideshare meetings; 4 Survey Engagements

The SBCCOG facilitated two informational vanpool meetings with two employers. SBCCOG staff continued to distribute Shared Mobility materials at virtual meetings and online events as well as socially distant outdoor events. In addition, Shared Mobility information was shared through SBCCOG social media platforms. 19 such engagements took place during the month of April– 14 of the events was “in-person” community outreach events.

Metro Express Lanes (MEL) (Contract period November 15, 2019 – November 14, 2022)

Most SBCCOG outreach events continue to be held virtually. Staff continue to prepare, update, and share the SBCCOG outreach calendar for both virtual and in person outreach events that would provide opportunities to support the mission and goals of the Metro Express Lane program. In total, the SBCCOG/SBESC distributed MEL materials at 19 events.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Outreach Events

In April

- 4 – Virtual Networking
- 1 – Business Event
- 14 – In Person Event

For the period July 1, 2021, through April 2022:

- 32 Virtual Networking
- 12 Virtual Workshop
- 28 In-person Community Event
- 10 Business Event
- 2 Presentation

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**THE ENERGY COALITION
SUBCONSULTANCY AGREEMENT MODIFICATION**

May 1, 2022

South Bay Cities Council of Governments (SBCCOG)
Attn: Kim Fuentes
2355 Crenshaw Blvd, Suite 125
Torrance, CA 90501

Re: Project Name: SoCalREN Regional Partnerships 1022A PDP
Project No.: TEC20-0046
Amendment No. 5

Dear Kim Fuentes,

This modification letter amends and modifies the Agreement entered into between South Bay Cities Council of Governments (SBCCOG) ("Subconsultant") and The Energy Coalition with an effective date of February 17, 2020, and an approved start work date of March 23, 2020.

The Energy Coalition and Subconsultant hereby agree to the following changes to Contract TEC20-0046 effective January 1, 2022:

1. The agreement revises the 2022 NTE funding to \$183,660.59 for services rendered January 1, 2022 through December 31, 2022. Unspent funds will not carry forward to 2023.

The foregoing changes are the sole modification or amendment to the Agreement, and no other express or implied modification or amendment is intended or shall be construed herefrom. All other provisions and obligations of the Agreement and previous amendments, shall continue in full force and effect.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

**SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS**

By: _____

By: _____

Print: Craig Perkins

Print: Drew Boyles

Title: President & Executive Director

Title: Chair, SBCCOG Board of Directors

Date: _____

Date: _____

Attachment 2
Schedule of Payments
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046
Amendment 5

THE ENERGY COALITION

A. Payment for Base Services:

The Subconsultant Work will be performed on a Time and Materials basis. The estimated cost to perform the services set forth in Article 1, "Scope of Services" is

- **\$183,660.59 for services rendered January 1, 2022 through December 31, 2022.**

Subconsultant shall not exceed this estimated amount without the express written authorization of TEC. TEC must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide TEC with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Scope of Services. In such event, TEC may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice TEC monthly pursuant to the requirements of this Agreement.

Title	Rate (\$/hour)
Executive Director	\$180.00
Deputy Executive Director	\$140.00
Senior Project Manager	\$107.00
ESA III	\$87.00
Project Manager	\$84.00
Accountant	\$84.00
ESA II	\$78.00
ESA I	\$62.00
Administrative Assistant	\$49.00

B. Payment for Additional Services: N/A

**THE ENERGY COALITION
SUBCONSULTANCY AGREEMENT MODIFICATION**

May 1, 2022

South Bay Cities Council of Governments (SBCCOG)
Attn: Kim Fuentes
2355 Crenshaw Blvd, Suite 125
Torrance, CA 90501

Re: Project Name: SoCalREN Regional Partnerships 1022B DER DAC
Project No.: TEC20-0047
Amendment No. 5

Dear Kim Fuentes,

This modification letter amends and modifies the Agreement entered into between South Bay Cities Council of Governments (SBCOG) ("Subconsultant") and The Energy Coalition with an effective date of February 17, 2020, and an approved start work date of April 23, 2020.

The Energy Coalition and Subconsultant hereby agree to the following changes to Contract TEC20-0047 effective January 1, 2022:

1. The agreement revises the 2022 NTE funding to \$31,339.41 for services rendered January 1, 2022 through December 31, 2022. Unspent funds will not carry forward to 2023.

The foregoing changes are the sole modification or amendment to the Agreement, and no other express or implied modification or amendment is intended or shall be construed herefrom. All other provisions and obligations of the Agreement and previous amendments, shall continue in full force and effect.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

**SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS**

By: _____

By: _____

Print: Craig Perkins

Print: Drew Boyles

Title: President & Executive Director

Title: Chair, SBCCOG Board of Directors

Date: _____

Date: _____

Attachment 2
Schedule of Payments
Project Name: SoCalREN Regional Partnerships 1022B DER DAC
Project Number: TEC20-0047
Amendment 5

THE ENERGY COALITION

A. Payment for Base Services:

The Subconsultant Work will be performed on a Time and Materials basis. The estimated cost to perform the services set forth in Article 1, "Scope of Services" is

- **\$31,339.41 for services rendered January 1, 2022 through December 31, 2022.**

Subconsultant shall not exceed this estimated amount without the express written authorization of TEC. TEC must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide TEC with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Scope of Services. In such event, TEC may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice TEC monthly pursuant to the requirements of this Agreement.

Title	Rate (\$/hour)
Executive Director	\$180.00
Deputy Executive Director	\$140.00
Senior Project Manager	\$107.00
ESA III	\$87.00
Project Manager	\$84.00
Accountant	\$84.00
ESA II	\$78.00
ESA I	\$62.00
Administrative Assistant	\$49.00

B. Payment for Additional Services: N/A