

South Bay Cities Council of Governments

Steering Committee Monday, January 9, 2023 REVISED AGENDA via Zoom

PUBLIC COMMENTS:

To address the SBCCOG Steering Committee on any agenda item or a matter within the Steering Committee's purview, please provide written comments by 11:00 am, January 9, 2023 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

- 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 - add B.1 to Consent Calendar – Contract Extension for Black and Veatch
- IV. PUBLIC COMMENT – NONE
- V. CONSENT CALENDAR – action items noted, remainder are receive & file – 12:05 pm
 - A. Steering Committee December 12, 2022 meeting minutes attached (Pages 5-9)
 - ACTION: Approve
 - B. Contract Renewal with Water Replenishment District
 - Attached (\$72,000 for the SBCCOG) (Pages 11-26)
 - ACTION: Recommend Board approval
 - B.1 Contract Extension for Black and Veatch REAP ADU project
 - Attached
 - ACTION: Recommend Board approval (Page 27)
 - C. City Attendance at SBCCOG Meetings – attached (Page 29)
 - D. Media Report – attached (Pages 31-32)
- VI. ACTION ITEMS
 - E. Equity Principle – 12:10 pm
 - Memo attached (Page 33-35)
 - ACTION: Discuss the draft Equity Principle and proposed addition to SBCCOG's Guiding Principles and select wording for approval by the Board of Directors
 - F. Homeless Services report – 12:20 pm
 - Client Aid status of disbursements – attached (Page 37)
 - Renewal of Silvernest Partnership – terms attached (Page 39)

- Updates re:
 - Taskforce
 - Homeless Count
 - Local Solutions Fund planning

G. Board Meeting Agenda Development – **12:30 pm**

- January – draft agenda attached (**Page 41-43**)
 - Note new sentence under Consent Calendar explanation
 - SBCCOG orientation and review of SBCCOG Committees – annual report and who members are for newly elected officials and all board members – time for introductions?
 - Department of Public Health quarterly reports – Lindsey Lastra
- January 12
 - Legislative Briefing – 9 am to 10:45 am, hybrid – focus on state issues
 - 1st Housing Education Forum with Ken Hira from Kosmont focusing on the housing market – flyer attached (**Page 45**)
- February
 - Green Line extension EIR (April for recommendation)
 - Mid-Year Budget & Report of Finance Committee
- March – General Assembly
- April
 - Status of each city’s efforts re: Energy and Climate Recognition Program
 - Department of Public Health quarterly reports – Lindsey Lastra
- Special meetings
 - Bus tour re: Green Line land use issues – Thursday, March 2 from 1 pm to 5 pm starting at the SBCCOG office
- Future meeting possible speakers:
 - Sheriff Luna
 - Mayor Karen Bass, City of Los Angeles
 - Supervisor Hahn, Chair of the Board of Supervisors
 - Supervisor Mitchell
 - Stephanie Wiggins, Metro CEO

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

- **ACTION:** Approve invoices for payment

VII. INFORMATION ITEMS

I. Request for Legislation in the coming state session – **12:45 pm**

- Update at the meeting

J. Local Travel Network – **12:50 PM**

- Update

K. South Bay Fiber Network – **12:55 pm**

- Update

L. SCAG REAP 1.0 and 2.0 Update – **1:05 pm**

- REAP 1.0 projects – ADU, Commercial Redevelopment, Housing Education
- REAP 2.0 projects pending – earmark of \$585,856, formal applications due in February but possibly postponed until March - Anticipating funding to be available by June 2023.
 - Housing Trust Fund formation steps
 - Implementation of Commercial Redevelopment into Housing using Other to Residential Toolkit

- Metro REAP 2.0 project funds – applied for Three Mobility Projects to Support Neighborhood Oriented Development and Sustainable Housing in the South Bay
 - Educational support for Micro-Mobility and the Local Travel Network implementation
 - Feasibility Study for the Siting and Development of 4 Neighborhood Mobility Hub Pilot Projects in Disadvantaged Communities in the South Bay
 - State of Micro-Mobility and Housing Study in the South Bay – data collection and evaluation

M. Update on South Bay Environmental Services Center Activities – attached – **1:15 PM (Page 47-51)**

- Potential Grants being pursued
 - So. Cal. Gas Company Regional Ambassador Program – application submitted 12/29/22
 - San Gabriel Valley Rivers Conservancy – Biodiversity Project – applications due 1/31/23

N. Update on Senior Services – **1:25 pm**

O. General Assembly Planning Update – **1:30 pm**

P. Opportunities to Serve – **1:40 pm**

- South Bay Association of Chambers of Commerce - deadline for interest 1/20/23

Q. Finance Committee – Next meeting Thursday, January 19 @ 5 pm – virtual – **1:45 pm**

VII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES – 1:50 PM

IX. NEXT STEERING COMMITTEE – Monday, February 13, 2023 @ 12:00 noon – hybrid

THIS PAGE LEFT INTENTIONALLY BLANK

South Bay Cities Council of Governments

Steering Committee December 12, 2022 Minutes

Attendees:

Board members: John Cruikshank (Chair, Rancho Palos Verdes), Rodney Tanaka (2nd Vice Chair, Gardena -arrived @ 12:55), Drew Boyles (El Segundo), Olivia Valentine (Hawthorne – left @ 1:30), Bernadette Suarez (Lawndale), Bill Uphoff (Lomita), Alfonso Ruiz-Delgado (County SD 2), Hildy Stern (Manhattan Beach)

Other: Assemblyman Al Muratsuchi, Erick Ponce Furlos (Assemblyman Muratsuchi), Mark Dierking (Metro), Alicia Chang and Lindsey Lastra (County Dept. of Public Health), William Stracker, consultant, J.M. Diaz

SBCCOG Staff: Jacki Bacharach, Kim Fuentes, Wally Siembab, Steve Lantz, David Leger, Natalie Champion

- I. **CONFIRM THE QUORUM - 12:00 pm**
- II. **REPORT OF POSTING OF THE AGENDA**
 - **ACTION:** Received and fileD UPHOFF/VALENTINE
- III. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA – ADD ALICIA CHANG FROM DPH @ 1:30 PM**
- IV. **PUBLIC COMMENT - NONE**
- V. **CONSENT CALENDAR – action items noted, remainder are receive & file – 12:05 pm**
 - A. Steering Committee October 10, 2022 meeting minutes attached UPHOFF/VALENTINE
 - **ACTION:** Approved
 - B. SoCal REN (payments to the SBCCOG)
 - **Contract Amendment - attached**
 - **Renewal of Master agreement - attached**
 - **ACTION: Approved**
 - C. IT Managed Services Provider (payment from the SBCCOG)
 - **Memo & Recommended Proposal attached**
 - **ACTION: Approved**
 - D. Usage of SBCCOG conference room for SBACC Board of Directors Meetings
 - **Letter of agreement attached**
 - **ACTION: Approved**
 - E. Amendment No. 1 to Facility and Equipment Usage Agreement between SBCCOG and SCAG
 - **Contract amendment attached to use SCAG video equipment**
 - **ACTION: Approved**
 - F. City Attendance at SBCCOG Meetings – attached
 - G. Media Report – attached

VI. ACTION ITEMS

- H. Thanks to Assemblyman Muratsuchi for successfully carrying AB 2432 - Neighborhood electric vehicles: County of Los Angeles – a step to implement the Local Travel Network – 12:10 pm
- **MURATSUCHI ENJOYS WORKING WITH THE SBCCOG BECAUSE OF OUR GREAT IDEAS – BROADBAND AND THEN LTN – ANOTHER GREAT IDEA**
- I. Request for Legislation in the coming state session - 12:25 pm
- **CRUIKSHANK – GREAT OPPORTUNITY. MEASURABLE OUTCOME IS IMPORTANT. WE NEED 3-5 KEY POINTS FOR OUR MESSAGING AND THIS SHOULD BE ONE OF OUR KEY POINTS.**
 - **ME – NO LEGISLATIVE COMMITTEE – CRUIKSHANK IS OK WITH THAT**
 - **UPHOFF – OVER WHAT PERIOD OF TIME – 3-5 YEARS. MEASURABLE OUTCOME.**
 - **VALENTINE – LOVES THE IDEA. MORE POWERFUL IN A SPECIFIC TIMEFRAME FOR OUR MEETINGS WITH LEGISLATORS – EITHER IN SACRAMENTO OR VIA ZOOM**
 - **MURATSUCHI – INDIVIDUAL MEETINGS ALLOW FOR MORE IN DEPTH DISCUSSIONS WITH LEGISLATORS**
 - **ACTION: Approved for forwarding to our legislative delegation with meetings to be scheduled with their offices in January (new legislation must be submitted by January 20) – AND GET LETTERS OF SUPPORT FROM CITIES – UPHOFF/VALENTINE**
- J. Look Ahead re: Green Line Extension – 12:35 pm
- **EIR release expected in January– will be controversial in the South Bay – memo attached**
 - **ACTION: Consider sponsoring a bus tour through residential areas of the Gold Line and Expo Line that have impacts similar to those that would occur on the Green Line South and,**
 - **ACTION: Withhold any formal position on the alignment at this time - **CONSENSUS****
 - **SUAREZ – MY EXPLANATION WAS RIGHT. WALKS HAVE BEEN HELPFUL. EXISTING ROUTE IS LITERALLY IN PEOPLE’S BACKYARDS. LAWDALE FEELS THE MOST IMPACTED.**
 - **LANTZ – METRO HAS CONTROL OVER THE FUNDS BUT WE NEED TO RECOMMEND WHAT ALTERNATIVES THERE ARE.**
 - **DIERKING – DRAFT IS COMING OUT END OF JANUARY. NO STAFF RECOMMENDATION. LOCALLY PREFERRED ALTERNATIVE DECISION IS SCHEDULED FOR SPRING OR SUMMER OF NEXT YEAR. RIDERSHIP OPTIONS AND FINANCIAL COSTS WILL BE OUT AT THE END OF JANUARY.**
 - **CRUIKSHANK – DO TOUR IN FEBRUARY – SUAREZ AGREES AND ALSO THE ACTUAL AREAS IN LAWDALE. TRANSPORTATION COMMITTEE SHOULD TAKE THE LEAD.**
 - **CRUIKSHANK MOVED BUS TOUR IN FEBRUARY – SECOND – UPHOFF. WORK WITH MITCHELL’S OFFICE FOR A DATE**
- K. Opportunities to Serve – 12:45 pm
- **Positions Vacated by Olivia Valentine leaving office**
 - **South Bay Association of Chambers of Commerce**
 - **South Bay Aerospace Alliance – UPHOFF WOULD LIKE THE POSITION (Rodney Tanaka is the alternate)**
 - **DON’T KNOW IF RODNEY WANTS TO BE DELEGATE**
 - **Potential Western Sector AQMD seat – SEND OUT INFO RE: THIS – CHECK WITH RICHARDSON**
 - **ACTION: In January send out notice so that new councilmembers are included**
- L. Board Meeting Agenda Development – 12:50 PM
- **Open House – November 17 TY to staff**
 - **January**
 - **SBCCOG orientation and review of SBCCOG Committees – annual report and who members**

are for newly elected officials and all board members – time for introductions?

- Department of Public Health quarterly reports – Lindsey Lastra
- Consider equity principle for SBCCOG – **TO ADDRESS STATE GRANTS AND OTHERS WHO ASK ABOUT OUR ORGANIZATION’S COMMITMENT**

■ February

- Green Line extension EIR (April for recommendation)
- Mid-Year Budget & Report of Finance Committee

■ March – General Assembly

■ April

- Status of each city’s efforts re: Energy and Climate Recognition Program
- Department of Public Health quarterly reports – Lindsey Lastra

■ Special meetings

■ January 12

- Legislative Briefing – 9 am to 10:45 am – **hybrid - DIVIDE BY STATE AND FEDERAL – EVERY OTHER ONE? BOYLES AGREED. STATE WOULD BE BEST. ORAL REPORTS WOULD BE STATE AND OTHERS CAN BRING INFO FOR CHAT. QUESTIONS AND KEY POINTS FROM SBCCOG.**

- Housing Education Forums – noon to 1 pm – virtual

- Possible net metering meeting

- bus tour

■ Future meeting possible speakers:

- Sheriff Luna
- Mayor Karen Bass, City of Los Angeles
- Supervisor Hahn, Chair of the Board of Supervisors
- Supervisor Mitchell
- Stephanie Wiggins, Metro CEO
- Signal Synchronization applications with the SBFN – What’s Happening in Manhattan Beach
- How Villages help to age in place

■ Hybrid meetings until 1/24?

- BB&K took a deeper dive into the question of whether the Board may continue to meet virtually after the Governor lifts the state of emergency (scheduled for February, 2023). The attached memo concludes that the legislative bodies of the SBCCOG may continue meeting virtually (if they so choose) until AB 361 expires in early 2024 so long as they make specific findings on their agendas, similar to the findings they make now.
- Additionally, since the findings would rely on social distancing, that would be required for the in-person portion of the meeting.
- **ACTION:** Review and provide direction – **KEEP THINGS THE WAY THEY ARE**

UPHOFF – LOMITA WILL CONTINUE WITH HYBRID MEETINGS.

CRUIKSHANK – OTHER CONFERENCE ROOM COULD HELP WITH SOCIAL DISTANCING. BE IN PERSON AS MUCH AS POSSIBLE

M. Approval of Invoices – to be sent separately – 1:00 PM

- **ACTION:** Approved invoices for payment **UPHOFF AND VALENTINE**

VII. INFORMATION ITEMS

N. Local Travel Network – 1:05 PM

- **Update on Presentations (local + State/Regional)**
- **Dr. Lyou, in response to SBCCOG presentation, proposed that the state should be funding these types of micro mobility and use the South Bay program as a model or template for other regions in the state. Hilary Norton advocated for more Cap and Trade funding being dedicated to micro-mobility and expanding options for seniors and other dependent populations. Also, there were comments about changing some of the Strategic Growth Council program guidelines to support micro-mobility.**

- It would appear that Jacki will be working with the CTC staff on possible further legislative and administrative actions to foster and support the concepts of micro-mobility.
- **OTHER PRESENTATIONS: HERMOSA BEACH PUBLIC WORKS COMMISSION, MANHATTAN BEACH COMMISSION – BOTH WELL RECEIVED. SBCCOG SENIOR SERVICES WORKING GROUP – WAY TO MAINTAIN MOBILITY. LWV TRI-CITIES IN JANUARY.**
- **Status of Technical Consulting Work (i.e., the law enforcement focus group; TAC; etc.) – E-BIKES ARE THEIR MAIN ISSUE. NO NEV ISSUES. PUTTING IN REQUEST FOR FUNDING FOR EDUCATION AND SAFETY. EL SEGUNDO POLICE WORKING WITH LA COUNTY BICYCLE COALITION RE: CLASSES – MAYBE WE CAN EXPAND THAT. MORE COMING WITH STATE REBATES.**
- **Measure M Applications – MB, RB AND EL SEG ANTICIPATED. ASKING FOR MORE MONEY FROM METRO TO PLAN GETTING IN AND OUT OF EL SEGUNDO**
- **TALKING TO CIRCUIT**
- **GRANT OPPORTUNITIES**
 - **SUSTAINABLE COMMUNITIES PLANNING GRANT**
 - **TRANSIT AND RAIL PLANNING GRANT – MORE PRODUCTIVITY WITH FIRST/LAST MILE – SAVES MILES AND TIMES**
 - **CLEAN MOBILITY GRANT**
- **UPDATES TO TRANSPORTATION COMMITTEE AND REFER POLICY THERE**
- **UPHOFF – TIE IN WITH OLYMPICS**

O. South Bay Fiber Network – 1:10 pm

- **LATA Grant Award - \$498,949 – review next steps – WALLY DISCUSSED LATA GRANT NEEDS ASSESSMENT. FEASIBILITY STUDY - NOT UNIVERSAL SERVICE. UNIVERSAL ACCESS,**
- **Work order #6 with LA County transport circuit**
- **Status of wireless pilot project for businesses**

P. SCAG REAP 1.0 and 2.0 Update – 1:20 pm - JONATHAN GAVE THE UPDATE

- **REAP 1.0 projects – ADU, Commercial Redevelopment, Housing Education**
- **REAP 2.0 projects pending – earmark of \$585,856, formal applications due in February 2023 but possibly postponed until March - Anticipating funding to be available by June, 2023.**
 - **Housing Trust Fund formation steps**
 - **Implementation of Commercial Redevelopment into Housing using Other to Residential Toolkit**
- **Metro REAP 2.0 project funds – applied for Three Mobility Projects to Support Neighborhood Oriented Development and Sustainable Housing in the South Bay**
 - **Educational support for Micro-Mobility and the Local Travel Network implementation**
 - **Feasibility Study for the Siting and Development of 4 Neighborhood Mobility Hub Pilot Projects in Disadvantaged Communities in the South Bay**
 - **State of Micro-Mobility and Housing Study in the South Bay – data collection and evaluation**

Q. Homeless Services report – 1:25 pm

- **Client Aid status of disbursements – attached**
- **Update for meetings to advocate for pilot project to remove some of the barriers to use Section 8 vouchers – MET WITH GOVERNOR’S REP. MORE INVOLVEMENT IN 2023 FOR CITIES TO WEIGH IN**
- **Hawthorne Ground Breaking**
- **West Haven Supportive Housing**

- FIELD TRIPS STILL BEING PLANNED – ONE WILL BE TO ORANGE COUNTY FOR CARE COURT
- NEED MORE FREQUENT REPORTS FROM DMH LIKE WE ARE GETTING FROM DPH
- UPHOFF – HOW DOES COUNTY MEASURE SUCCESS?
- CHU – ASKED LAHSA FOR YEARLY GOAL AND HE GOT REPRIMANDED FOR THIS.
- THIS PAST YEAR SBCCOG HOUSED 20% - 2023,WANT TO INCREASE TO 30% OR MORE

R. ALICIA CHANG FROM DPH @ 1:30 PM – 3RD COVID WINTER – MORE OTHER ILLNESSES

- S. Update on South Bay Environmental Services Center Activities – attached – 1:30 PM
- CONVERSATION WITH ENERGY COALITION RE: MICROGRID AND ENERGY STORAGE. LOOKING FOR INTERESTED COMMUNITIES (USE FED ENVIROSCREEN). NEED TO DETERMINE THE INTEREST DAC COMMUNITIES IN SOUTH BAY. NEED AN ENGAGED PARTNER.
 - STAFF DOING SITE VISITS RE: FACILITY EQUIPMENT – GOING WELL. PROVIDING TURF REMOVAL OPPORTUNITIES TO WBMWD FROM THESE VISITS
 - SOCIAL REN – RESILIENCY HUBS – FITS INTO OUR LARGER VISION – LOOKING AT RPV AND EL SEGUNDO
 - CRUIKSHANK – LIKES PRESENTATIONS TO HIS CITY COUNCIL
 - WORKING ON AWARDS PROGRAM WHICH MIGHT LEAD TO CITY COUNCIL PRESENTATIONS AND CITY COMMITTEE AND COMMISSIONS

T. Update on Senior Services - 1AGE FRIENDLY CITIES GRANT COMING UP NEXT YEAR.

- U. SPA 8 Working Group - Supervisor’s rep, DMH, DPS, DHS – quarterly meetings
- After a meeting with Beach Cities Health District staff, it was agreed that we would move this working group to staff level. Staff from SBCCOG, BCHD and LA County will be meeting quarterly and SBCCOG will report out to the elected officials at the Board meetings after those meetings.

V. General Assembly Planning Update – FINE TUNING THE PROGRAM. IDENTIFYING SPEAKERS. 2 PANELS, KEYNOTE AND CLOSING SHORT PANEL. NORMAL TIME FRAME. PROGRAM 10, LUNCH 12:30, KEYNOTE, CLOSING PANEL. STATE GOALS THAT CONFLICT- EV CONVERSION/GRID/AC, ETC. WHAT’S HAPPENING IN THE SOUTH BAY? EX. LTN. BIODIVERSITY IN GIVE AWAYS.

W.Finance Committee – 1:50 PM – BILL UPHOFF WILL JOIN

- 1st meeting is December 15 @ 5 pm - virtual

X. Monthly Transportation Report – attached – 1:55 pm – STEVE – TIME TO START LOOKING FOR CHARGING STATIONS. HEAVY DUTY TRUCKS DIESEL BEING PHASED OUT. WILL BE ELECTRIC AND HYDROGEN. CARB WANTS TO PROVIDE FUNDING FOR SUSTAINABLE IN DAC’S – FIND OUT MORE
UPHOFF – WHAT CHARGING DO WE NEED?

VII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES – 2:00 PM
CLEAN POWER ALLIANCE USING OUR OFFICE FOR SATELLITE LOCATION FOR MEETINGS

IX. NEXT STEERING COMMITTEE – Monday, January 9, 2023 @ 12:00 noon – hybrid

THIS PAGE LEFT INTENTIONALLY BLANK



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

This Professional Services Agreement (the “Agreement”) is made and entered into this **5th day of January, 2023**, by and between the Water Replenishment District of Southern California (“District”) and **South Bay Cities Council of Governments**, (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. Scope of Services. Consultant shall perform the scope of services described in Exhibit A hereto (“Services”). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

1.1 Standard of Care. In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. Term. The term of this Agreement shall commence on **January 5, 2023** and shall end on **December 31, 2023** (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District

2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be

entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

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

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

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

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

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

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

4. Consultant's Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to

determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant's failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

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

- 8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant's employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.
- 8.3 District will not make any payments to Consultant, or Consultant's employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.
- 8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.
9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: **Angie Mancillas, Manager of External Affairs.**
10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District's prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant's use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.
11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

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

12.1 Required Policies.

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

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

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

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

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

12.2 Required Terms.

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

12.2.2 All policies (with the exception of Professional Liability) shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional

Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit "C". In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

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

13. Indemnification. Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively "District"), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death)

incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. Arbitration and Attorneys’ Fees. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement. .
15. Conflict of Interest. No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.
16. Equal Opportunity. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.
17. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.
18. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. Notices. All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

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

If to Consultant:

Lara Gerges
South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, CA 90501
Phone: 310-371-7222 x 211
Email: Lara@southbaycities.org

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

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D.S. Allen

Print Name
President, Board of Directors

Title

Signature
Vera Robles DeWitt

Print Name
Secretary, Board of Directors

Title

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS ("CONSULTANT")

Signature

Print Name

Title

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

Attorneys for the Water Replenishment
District of Southern California

EXHIBIT A
SCOPE OF WORK

Consultant shall perform the scope of services as described in Exhibit A-1 attached hereto.

**EXHIBIT A-1
CONSULTANT'S PROPOSAL**

EXHIBIT B
CONSULTANT RATE SCHEDULE

- 1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement.

- 2.0 A budgetary amount of **\$72,000.00** (which amount applies to Consultant's fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name _____

Project Name: _____

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

Endorsement(s)

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

Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.

South Bay Cities Council of Governments

Water Programs Educational Outreach Support Proposal Between

Water Replenishment District of Southern California

and

South Bay Cities Council of Governments

SCOPE OF WORK

(January 1, 2023 - December 31, 2023)

This Scope of Work (SOW) covers the programs and activities that the South Bay Cities Council of Governments' (SBCCOG) South Bay Environmental Services Center (SBESC) will conduct in support of educational outreach support for the Water Replenishment District of Southern California (WRD) water programs commencing on January 1, 2023 through December 31, 2023. The total agreement amount is \$72,000 for a twelve-month period.

The SOW tasks include education, coordination, and implementation of WRD's water programs as shown below. SBCCOG will submit a quarterly invoice to WRD in the amount of \$18,000.

Section I. Program Overview

The proposed program partnership focuses on advancing the WRD's mission in the SBCCOG's service area which includes the cities of: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance, and Los Angeles 15th Council District communities of San Pedro, Harbor City/Harbor Gateway, and Wilmington as well as the unincorporated South Bay areas of Los Angeles County. The SBCCOG Board of Directors is comprised of elected officials from each of the SBCCOG's member cities and serves as the primary governing body taking actions to support endeavors aimed at maximizing the quality of life and productivity of the South Bay region.

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

Section II. Program Elements

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

Section III. Core Tasks

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

Task 1: Communication and Information to SBCCOG Member Cities

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

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

- A. Collaborate with WRD's staff to disseminate WRD's educational and informational materials in support of WRD's mission, including the 2040 Master Plan and the WRD/Goldsworthy Desalter project to the general public.
- B. Display WRD information at community events throughout the South Bay at SBESC-staffed exhibit table. The SBESC has the capacity to deliver outreach in Spanish.
- C. Explain the value of the WRD water replenishment services at outreach events where SBESC has materials and displays.
- D. Promote WRD's programs and events to the general public's through SBCCOG and SBESC communication channels including websites, press releases, newsletters, e-blasts, and social media platforms.
- E. Include WRD-provided articles in the SBESC monthly e-newsletter, with a monthly circulation of over 17,000 members of the public who have all self-selected to be on the distribution - exhibiting at least one step toward sustainability.

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

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

Section IV. Reporting and Documentation

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

1st AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This amendment to SBCCOG Professional Services Agreement is made as of December 1, 2022 by and between the South Bay Cities Council of Governments, a California joint powers authority (“SBCCOG”) and Black & Veach Corporation (“Consultant”).

RECITALS

- A. SBCCOG and Consultant entered into a Professional Services Agreement as of March 17, 2022 wherein SBCCOG engaged the services of the Consultant as an independent contractor to provide professional services to SBCCOG in support of the REAP 1.0 ADU Acceleration Project.
- B. The Agreement expired on December 1, 2022 and the parties desire to extend the Term through June 30, 2023 with no increase in total task order funding.

NOW, THEREFORE, in consideration of the foregoing, the parties agree to amend the Agreement as follows: The Agreement is hereby amended by extending the Term to June 30, 2023 unless earlier terminated pursuant to the provisions of the Agreement.

Except as modified above, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement to be effected as of the date first written above.

“SBCCOG”

South Bay Cities Council of Governments

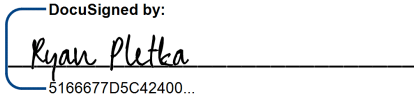
By: _____
John Cruikshank (Signature)
SBCCOG Board Chair

Date: _____

Attest: _____
SBCCOG Board Secretary

“Consultant”

Black & Veach Corporation

By:  _____
5166677D5C42400...

Name & Title: Ryan Pletka _____

Date: 22-Dec-2022 | 10:14 AM CST _____

THIS PAGE LEFT INTENTIONALLY BLANK



City Attendance at Meetings

November/December 2022	Cities that attended																
Monthly Meetings	Carson	ElSegundo	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				A. Crespi	H. Singh			B. Moe G. Gabriel	M. Prestwich	A. Mhramian M. Bright	M. Witzansky	E. Jeng	G. Grammer	V. Hoang	E. Velasquez (SD 4) I. Sulic (SD 4)	
Energy Management Working Group	R. Kulcsar	E. Sassoon		A. Farokhi S. Acuna	D. Krauss				K. Tonkovich		R. Awwad						
GIS									B. Shrewsbury			R. Tucker			S. Lai		P. Tsai
Infrastructure Working Group			K. Kwak						E. Lee H. Shi E. Zandvliet K. Doherty			T. Semaan			S. Furukawa	N. Mi M. Cheung	S. Martinez
Planning Directors/Community Dev.					C. Kates			B. Rindge	C. Tai	S. Brady	K. Rukavina		J. Signo	J. Naughton			
Senior Services Working Group (December meeting)	A. Valorosi			D. Brown	K. Vint	T. Uwai B. Devilai		B. Uphoff			M. Bright			B. Huff	B. Virokik		
Transit Operators Working Group			D. Pynn								M. Gombert	D. Amaya					
Transportation Committee		C. Pimentel E. Sassoon		O. Valentine S. Acuna		J. Butts			E. Lee H. Shi			T. Semaan L. Scott			J. Crump	L. O'Brien (SD 2) L. Klipp (SD 4) M. Cheung	

THIS PAGE LEFT INTENTIONALLY BLANK



Media Report – December 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 December.

Social Media Followers – Year-Over-Year Comparison

SBCCOG	2021	2022	Percentage Increase
Twitter	366 followers	434 followers	19%
Facebook	270 followers	337 followers	25%
LinkedIn	175 followers	351 followers	101%
SBESC	2021	2022	Percentage Increase
Twitter	578 followers	579 followers	.2%
Facebook	866 followers	850 followers	-1.8%

Top Social Media Posts for Each Platform

Channel	Post	Exposure	Engagements (<i>clicks, shares, comments</i>)
SBESC Facebook	Did you know WRD Water Replenishment District has a free Eco-Gardening Program? Register for their upcoming in-person classes or take them on-demand. There is no better way to start the new year than with...	35 impressions	1 engagement
SBCCOG Facebook	Our fall issue of South Bay Watch is here. Read about a Redondo Beach, California woman's return to housing stability thanks to home sharing. Get an update on Manhattan Beach, California's drought-busting new reservoir...	302 impressions	19 engagements
SBESC Twitter	Did you know the Robert W. Goldsworthy Desalter treats 5 million gallons/day of brackish groundwater from the W. Coast Groundwater Basin? Owned by @WRDsocal & operated by @TorranceCA, it's used as potable H2O in Torrance. Click the link to learn more. http://ow.ly/mCXJ50MfKSQ	128 impressions	5 engagements
SBCCOG Twitter	Long delayed by COVID, the SBCCOG hosted an Open House at its (now not so new) office space in Torrance for the community, and its partners and volunteers. Thank you to everyone who joined us for this festive evening. We couldn't do what we do without you!	165 impressions	19 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>)
South Bay Watch – Fall Issue	14,861 recipients (37% open rate – 5129)	2% click through rate (225)

Earned Media Placements

Outlet	Link	Headline	Date	Quality	Relevance	Sentiment
Easy Reader (Print Issue)	https://easyreadernews.com/rb-sbccog-hssb-teams-save-renters-from-eviction/	RB, SBCCOG, HSSB teams save renters from eviction (reprinted from South Bay Watch fall issue)	12/21/22	High	High	Positive
Daily Breeze/Los Angeles Daily News	https://www.dailybreeze.com/2022/12/20/la-county-supervisors-vote-to-join-la-mayor-karen-bass-in-homeless-emergency/	LA County Supervisors vote to join LA, Mayor Karen Bass, in homeless emergency	12/20/22	Medium	High	Positive
Bloomberg.com	https://www.bloomberg.com/news/features/2022-12-13/make-room-for-minicars-the-electric-vehicles-cities-need	Tiny Cars, Big Opportunity	12/13/22	Medium	High	Positive

South Bay Cities Council of Governments

January 9, 2023

TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, Executive Director
Jonathan Pacheco Bell, Senior Project Manager
SUBJECT: Proposed Equity Principle

Adherence to Strategic Plan:

Goal B: Regional Advocacy. Advocate for the interests of the South Bay. Strategy 6 – Identify challenges and opportunities that transcend municipal boundaries and work with the cities for the SBCCOG to assume the leadership to address the threats and capture the opportunities.

BACKGROUND

Equity is part of the national conversation. Today, organizations are taking a closer look at equity in their programs, services, and actions. A commitment to equity is a way for organizations to address past wrongs while creating meaningful pathways to achieve equality and justice. Increasingly, the prevalence of an organization's equity policy is being factored into competitive grant funding. One way to maintain organizational accountability is to create an Equity Principle to guide your work. While the South Bay Cities Council of Governments pursues equity in its services and programs, the organization lacks a guiding principle.

In response, Executive Director Jacki Bacharach tasked SBCCOG's regional planner, Jonathan Pacheco Bell, with drafting an Equity Principle for the organization.

Following are the steps that were taken to develop the proposed Equity Principle for your Steering Committee's consideration.

DEVELOPMENT OF THE PRINCIPLE

First, staff reviewed SBCCOG's existing programs and services that have an equity aspect, whether stated or implied. This included SBCCOG's homeless and senior services under the [Social Welfare, Equity, Access](#) program, efforts to accelerate affordable housing, sustainability and climate change work, energy efficiency services and programs, leadership in bringing affordable fiber broadband to the South Bay, targeted community outreach and more. This review provided a baseline understanding of how equity permeates our work and goals.

Second, staff researched the creation of meaningful Diversity, Equity, and Inclusion (DEI) priorities for organizations. The literature reviewed focused on more recent DEI resources prepared during the COVID pandemic. Best practices include:

- Candidly Analyze Your Current Efforts
- Identify and Embrace Areas of Opportunity
- Be Open to Criticism from Internal or External Voices
- Develop Values Collaboratively
- Use Clear and Actionable Language
- Recruit and Retain a Diverse Workforce That Reflects Your Principles
- Commit To and Carryout Principles

Third, since SBCCOG’s Mission and Vision are program-oriented, a statement added to the Guiding Principles seemed an appropriate place to include Equity that would be meaningful and guide our operations and approaches. Staff analyzed SBCCOG’s Guiding Principles to see where an Equity Principle could fit and what, if anything, is missing regarding equity imperatives.

These steps informed the development of a first draft of the Equity Principle.

Fourth, staff presented the first draft of the Equity Principle at SBCCOG’s All-Staff meeting on September 13, 2022. This review was conducted as a roundtable discussion with team members from SBCCOG’s various programs and service areas. The conversation was collaborative, with staff members’ comments and ideas building upon each other. Recurring themes included a desire to frame the Equity Principle as *goal oriented* and *actionable* through SBCCOG programs and services. This team discussion produced the proposed Equity Principle before your Steering Committee.

PROPOSED EQUITY PRINCIPLE

The proposed Equity Principle proposed by the staff:

- **Advance equality in the South Bay by intentionally pursuing equity through our programs and services.**

An alternative:

- **Pursue equitable outcomes in all services and programs for the South Bay.**

RECOMMENDATION

Discuss the draft Equity Principle addition to SBCCOG’s Guiding Principles inserted as the third bullet from the bottom – see current guiding principles below. Select wording for approval by the Board of Directors.

CURRENT GUIDING PRINCIPLES

The guiding principles state the manner in which the mission and vision are carried out and guide the conduct of the organization.

The SBCCOG shall:

- Promote cooperation among member agencies in the discussion of issues of mutual interest.
- Act collaboratively on programs or activities that can be better accomplished collectively than by any one jurisdiction.
- Acknowledge each jurisdiction's independence while advocating for the South Bay with one voice.
- Support member proposals that further the mission, vision and goals of SBCCOG.
- Identify challenges and opportunities that transcend jurisdictional boundaries.
- Seek solutions to issues of common concern without duplicating or harming other agencies' efforts.
- INSERT HERE
- Represent the interests of the South Bay with other governing bodies and organizations.
- Seek resources from county, regional, state and federal agencies that will benefit the South Bay.

THIS PAGE LEFT INTENTIONALLY BLANK

THIS PAGE LEFT INTENTIONALLY BLANK

Memo: Contract Renewals
Date: Nov. 15, 2022
From: Amy Ford, VP of Strategic Partnerships
To: Ronson Chu & Laurie Jacobs, SBCCOG

Summary:

Silvernest and Homeshare South Bay's contract is due to expire on December 31, 2022. [Silvernest evolved its partnership options](#) in the summer of 2022, and therefore has a simplified and more cost-effective option for continuing our work together.

Silvernest recommends a Program Partnership for Homeshare South Bay beginning Jan. 1, 2023. [Details of this option can be found on our website](#) and are listed below for your convenience:

Program Partnership

\$2,500 per year, plus any sponsored Silvernest Plus subscriptions sold in 3-month Plus pack(s) of 20 subscriptions. Includes:

- ✓ One-hour refresh onboarding and training call with a Silvernest team member
- ✓ Continued hosting of customized/cobranding landing page
- ✓ Refreshed Friends of the Nest email with activation materials
- ✓ Continued access to the Silvernest Partner Resource Library
- ✓ Real-time signup notification emails
- ✓ Weekly and monthly report dashboard of activity
- ✓ Quarterly program check-in meetings

If this option is agreeable to the South Bay team, the next steps would include:

- Let us know how many Host and/or Homeseecker Plus subscriptions you'd like to sponsor
- We'll generate an invoice (payable by credit card or check) for the \$2,500 program partnership annual fee plus the cost of your desired number of sponsored subscriptions
- Instead of signing a contract, we now offer an easy way to accept our [Vendor Terms](#) when you pay the invoice.
- If you would prefer to do a contract instead, we would need to keep our existing contract as-is and update the Statement of Work to reflect the program partnership offering and sponsored subscriptions.

Please let us know how you'd like to proceed on or before Nov. 30, 2022 (the day of our quarterly check-in).

THIS PAGE LEFT INTENTIONALLY BLANK

South Bay Cities Council of Governments

SBCCOG Board of Directors' Meeting Thursday, January 26, 2023 @ 6:00 pm 2355 Crenshaw Blvd, Suite 125 Torrance, CA 90501 & virtually via Zoom

PUBLIC COMMENTS:

To address the SBCCOG Board of Directors on any agenda item or a matter within the Board of Directors' purview, please provide written comments by 5:00 pm, January 26, 2023 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record. Unless otherwise noted in the Agenda, the Public can only provide written comment on SBCCOG related business that is within the jurisdiction of the SBCCOG and/or items listed on the Agenda which will be addressed during the Public Comment portion of the meeting (Item #VI).

ACCESSING THE MEETING:

In-person participation is available at the SBCCOG Office located at 2355 Crenshaw Blvd., Suite 125, Torrance, CA 90501.

To participate via Zoom, use the link

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

Public: To participate via video conference, use this link: <https://scag.zoom.us/j/968020200> and follow any prompts. To participate via telephone, dial: (669) 900-6833, Meeting ID: 968 020 200; Passcode 398836

DRAFT AGENDA

- I. **CALL TO ORDER (6:00 PM)**
John Cruikshank, Chair
- II. **VERIFY QUORUM AND VOTES NEEDED FOR ACTION (attachment)**
- 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) – **Approve**
- V. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA**
- VI. **COMMENTS FROM THE PUBLIC (6:05 pm)**
- VII. **CONSENT CALENDAR (6:10 pm)**
Matters listed under Consent Calendar are considered routine and will be enacted by one motion and one vote. **Action items have all been approved by the Steering Committee unanimously unless otherwise noted.** There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and considered separately.

- A. **November 17, 2022 minutes** (*attachment*) – **Approve**
- B. **Contract with Water Replenishment District** (\$72,000 for the SBCCOG) (*attachment*) – **Approve**
- C. **Silvernest Partnership Renewal** (\$2500 from the SBCCOG) (*attachment*) – **Approve**
- D. **Equity Principle** (*attachment*) – **Approve**
- E. **Actions of Steering Committee since last Board meeting** (*attachment*) – **Receive and file**
- 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 ([Britt Huff](#), Bea Dieringer & [Jeff Kiernan](#))
 - b. KHRH (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)

- VIII. **PRESENTATIONS** – (all prepared presentations will be posted @ www.southbaycities.org)
- A. **Welcome to Newly Elected South Bay City Councilmembers & Brief Orientation** (6:15 pm)
 - B. **Update from Department of Public Health** (6:35 pm)
 - 1. Lindsey Lastra

- IX. **SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES** (6:45 pm)
- A. Local Travel Network
 - B. SCAG REAP
 - 1. ADU study
 - 2. Commercial Redevelopment to Housing study
 - 3. Housing Education Forums (*attachment*)
 - 4. REAP 2.0
 - C. Legislative Issues
 - D. Finance Committee
 - E. Homeless Services
 - F. Transportation Reports
 - 1. Metro Report - Board member James Butts/Steve Lantz
 - 2. Transportation Committee report – Chris Pimentel/Steve Lantz
 - 3. Green Line Bus Tour
 - G. SBESC projects and programs
 - 1. South Bay Environmental Services Center Report (*attachment*)
 - H. South Bay Fiber Network
 - I. Local Travel Network
 - J. Senior Services
 - K. General Assembly
 - L. Other

- X. **AGENCY REPORTS** (7:45 pm)
- NOTE: Oral reports will only be made to clarify or amplify written attachments (No Attachments received)**
- A. SCAG
 - i. SCAG Regional Council (Drew Boyles, Mark Henderson, James Gazeley)
 - ii. Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)
 - iii. Transportation (James Gazeley)
 - iv. SCAG Energy & Environment Committee (Britt Huff)
 - B. Santa Monica Bay Restoration Commission (Bill Brand/Eric Alegria)
 - C. Metro Service Council (Don Szerlip)
 - D. California Association of Councils of Governments - CALCOG (Britt Huff)

- E. South Bay Association of Chambers of Commerce (Olivia Valentine)
- F. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
- G. South Bay Workforce Investment Board

XI. **UPCOMING EVENTS & ANNOUNCEMENTS**

XII. **ADJOURNMENT**

Next Board meeting - Thursday, February 23, 2023

THIS PAGE LEFT INTENTIONALLY BLANK

Lunch and Learn

South Bay Housing Education Forum

A virtual series to understand housing issues in the South Bay from multiple perspectives. Open to member agencies of the South Bay Cities COG.



Unit 1: Housing Markets

Speaker:

**Ken K. Hira, President
Kosmont Companies**

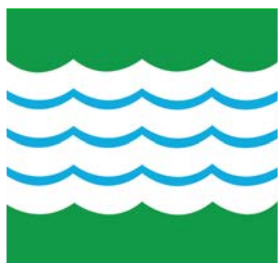
Thursday, January 12, 2023

12-1pm on Zoom

Registration: bit.ly/SBCCOG-Forum1

RSVP by 10am the day of event

Save the Date
Next sessions:
January 26th
February 2nd
February 23rd
March 2nd
March 30th



SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

For questions, contact:

Jonathan Pacheco Bell
jonathan@southbaycities.org

45
www.southbaycities.org

THIS PAGE LEFT INTENTIONALLY BLANK

South Bay Cities Council of Governments

January 9, 2023

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – December 2022

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

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 2023

Facility Equipment Inventory pilot project – SBCCOG staff and the CivicSpark Fellow continue to conduct on-site visits to collect equipment information. To date, site visits have been conducted at the following cities: Carson, El Segundo, Hawthorne, and Hermosa Beach. SBCCOG staff will coordinate with additional cities to arrange for on-site visits in the coming months. Information obtained will be used to identify projects, joint purchases, and recommendations to the CPUC for incentives.

➤ **15 - Sites Identified for Facility Equipment Inventories**

- City of Hawthorne (3)
- City of Hermosa Beach (3)

➤ **Potential (9) - Carson, Rancho Palos Verdes, Torrance**

Energy Audits

A total of 16 facility energy audits have been completed for 5 jurisdictions – see below.

➤ **16 - Facility Energy Audits Completed**

- El Segundo USD (4)
- City of Manhattan Beach (3)
- City of Gardena (2)
- Torrance USD (3)
- City of Hawthorne (4)

ENERGY STAR Portfolio Manager (ESPM) - SBCCOG Staff will begin planning the schedule for submitting the required annual reports for interested cities.

Regional Energy Network (SoCalREN): MULTIFAMILY

Contract period is September 1, 2020 – December 31, 2022 **GOAL MET**

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. Discussions are ongoing regarding time extension on the contract.

SBCCOG is assisting a 21-unit condominium property in Rancho Palos Verdes which is interested in adding energy efficiency elements as they upgrade this 50-year-old complex. The HOA is reviewing eligible contractors to consider for the multifamily energy efficiency rebates and is now working on completing the required Property Owner Agreement and providing their most recent copies of the complex SGC and SCE bills.

SBCCOG continues to seek outreach opportunities to promote the multifamily program. SBCCOG staff are following up with cities to identify opportunities and next steps.

Regional Energy Network (SoCalREN): Kits for Kids

SBCCOG staff continue to promote the Kits for Kids SoCalREN program focused on providing energy efficiency education to third and fourth grade students. The SBCCOG and ICF are working to re-launch the program using new updated marketing materials that include testimonials from the Towne Elementary grant award ceremony. The SBCCOG sent updated flyers to South Bay School Superintendents. To date, the Hawthorne and Torrance offices have responded showing interest in sharing the program with their elementary schools.

PACE

SBCCOG continues to promote PACE financing for homeowners through Ygrene. Residential PACE offerings are still suspended. The company continues to support existing projects and complete projects that are in the approval process. As for Q2 (Apr-Jun 2022) and Q3 (Jul-Sep 2022), Ygrene has been billed \$114.02 and \$92.89 respectively - payment is expected Q1 2023.

Water Conservation

West Basin Municipal Water District Programs (West Basin)

Contract period is July 1, 2022, through June 30, 2023

SBCCOG and West Basin staff met on December 12 to discuss implementation of programs.

Task – Educational Outreach Support - Exhibit Events

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

Status of goal: 49 exhibit events, presentations, workshops, networking opportunities, etc.

Task - Speakers Bureau

Contract goal: identify and coordinate 14 speaking opportunities

Status of goal: 6 completed

Task – Water Bottle Filling Station Program

Contract goal: To assist with identifying locations for stations (Conduct outreach and marketing for program until grant dollars are fully expended or until West Basin reaches its maximum number of applicants)

Status: Public sites are eligible to install two (2) water bottle filling stations per Tax ID

SBCCOG staff continue to do outreach to market the program and reach the goal. Information is included in discussions with public agencies when meeting on other topics such as energy efficiency.

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

Contract goal: 13 physical classes or virtual webinars

Status of goal: 6 completed (virtual classes) 2 classes in person

Staff continue to work with West Basin to hold virtual and in person classes to execute the 2022-23 program year goals.

Task - Commercial Water Efficiency Program

Contract goal: Assist the program consultant in identifying up to 12 commercial sites

Status of goal: 0/12

The SBCCOG staff provided GIS maps of locations that are participants of the green business program. The information will be used to help identify opportunities for this new program.

Task - Rain Barrel Giveaway

Contract goal: 5 Rain barrel distribution events

Status of goal: 5/5 **GOAL MET**- All Rain Barrel distribution events for 2022 are complete.

Water Replenishment District of Southern California (WRD)

The 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.

Los Angeles Department of Water and Power (LADWP)

Contract period is July 1, 2021, through July 30, 2023

Task – Community Outreach and Promotional Events

Contract goal: Exhibit or present at 9-12 targeted special events.

Status of goal: 12 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 and packages were distributed

SBCCOG staff is in the process of setting up a meeting with the LADWP to discuss the next 12 months of activity and set new goals.

Waste Reduction

Sanitation Districts of LA County (LACSD)

Contract period is July 1, 2022-June 30, 2023

Educational Outreach Support Exhibit Events

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

Status of goal: 71 exhibit events, presentations, workshops, networking opportunities, etc.

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

Status of goal: SBCCOG staff scheduled a total of 0 presentations, 0 presentations have been completed.

SBCCOG is currently working with LACSD to identify topics the organization would like to promote through community presentations.

Green Business

California Green Business Network (CAGBN):

Contract period February 28, 2022 – January 31, 2023

Contract goals: 15 certified businesses per city (total 45)

*Status of goal: **El Segundo**: 15 certified (completed sustainable actions), 3 enrolled (indicated interest in the program & enrolled); **Hawthorne**: 16 certified; 1 enrolled; **Torrance**: 15 certified; 2 enrolled; NOTE: enrollment means that the company is in the program and is interested in implementing sustainable actions to become certified.*

CAGBN – The SBCCOG is working with the cities of El Segundo, Hawthorne, and Torrance to “green” certify local businesses. SBCCOG staff conducted onsite audits in each of these cities to help identify opportunities for sustainable improvements and connect business owners with utility incentives and programs. The team is also working with city staff to promote businesses that have received certification and is reaching out to elected officials for potential business walks.

South Bay Green Business Assist Program (GBAP):

Ongoing

GBAP - SBCCOG continues to provide information to local businesses on opportunities to implement sustainability programs. SBCCOG staff reached out to CalWater to provide information for potential sponsorship. In addition, businesses receive information on the status of SBCCOG utility partners’ operations during the COVID-19 pandemic. GBAP by city: Carson (18), El Segundo (35), Gardena (26), Hermosa Beach (12), Hawthorne (60), Inglewood (20), Lawndale (30), Lennox (10), Lomita (9), Manhattan Beach (10), Palos Verdes Estates (9), Rancho Palos Verdes (11), Redondo Beach (6), Rolling Hills Estates (6), Torrance (72) and Los Angeles County – Community of Westmont (1) for a total of **335** businesses in the program as of December 2022.

Transportation

Metro Express Lanes (MEL) (Contract period November 18, 2022 – November 17, 2023)

South Bay events are being held both virtually and in-person. SBCCOG staff continue to prepare, update, and share the SBCCOG outreach calendar for events that provide opportunities to support the mission and goals of the Metro Express Lane program. In total, the SBCCOG/SBESC distributed MEL materials at 3 events.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Outreach Events

In December 2022

- 0 – Virtual Networking
- 1 - Workshops
- 2– In Person Event
- 0 – Presentation

For the period July 1, 2022, through December 2022

- 13 - Virtual Networking
- 19 - Workshop
- 0 - Business Event
- 8 - Presentation
- 35 - In-person Community Event

THIS PAGE LEFT INTENTIONALLY BLANK