South Bay Cities Council of Governments

SBCCOG Board of Directors’ Meeting
Thursday, January 23, 2020 @ 6:00 pm
Redondo Beach Main Library
303 N. Pacific Coast Highway
Redondo Beach 90277

To assure a quorum, if you or your alternate representative cannot attend the meeting, please contact SBCCOG Executive Director Jacki Bacharach @ 310-377-8987.

PLEASE NOTE: YOU CAN ALSO FIND SBCCOG AGENDAS ON OUR WEB SITE - www.southbaycities.org

The Board of Directors, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Written materials distributed to the Board within 72 hours of the Board meeting are available for public inspection immediately upon distribution in the SBCCOG/SBESC office at 20285 Western Avenue, Torrance, CA90501, during normal business hours.

Unless otherwise noted in the Agenda, the Public can only comment on SBCCOG related business that is within the jurisdiction of cities and/or items listed on the Agenda during the Public Comment portion of the meeting (Item #V). The time limit for comments is three (3) minutes per person. Before speaking to the Board, please come to the podium and state: Your name and residence and the organization you represent, if appropriate.

REVISED AGENDA – new items VI.H.3.e,f,g & VIII.H.1.

I. CALL TO ORDER & SALUTE TO THE FLAG (6:00 PM)
   Christian Horvath, Chair

II. INTRODUCTIONS

III. CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

V. COMMENTS FROM THE PUBLIC (6:05 pm)

VI. CONSENT CALENDAR (6:10 pm)
   Matters listed under Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and considered separately.

   A. November Board Meeting Minutes (attachment) – Approve (Pages 5-10)

   B. Contract amendment with Southern California Gas for SBCCOG services to LA DWP (attachments) – Approve (Pages 11-13)

   C. Energy Engineer Contract Renewal (attachments) – Approve (Pages 15-25)

   D. Contract with The Energy Coalition to Provide Support to the Regional Energy Network (attachment) – Approve (Pages 27-63)
      NOTE: Entire contract in electronic version. One printed copy will be available at the meeting

   E. Amendment to Siembab Corporation contract (attachment) – Approve (Pages 65-66)

   F. Actions of Steering Committee since last Board meeting (attachment) – Receive and file (Page 67)

   G. Update on Office Move (attachment) – Receive and file (Pages 69-70)
H. Monthly Reports – Receive and File
   1. South Bay Environmental Services Center Report (attachment) (Pages 71-76)
   2. Transportation Report (attachment) (Pages 77-83)
   3. Reports from Outside Agencies
      a. Service Council Report by Ralph Franklin, Chair (attachment) (Page 85)
      b. Air Quality Management District (Judy Mitchell, Joe Buscaino, Janice Hahn & Denny Shaw) (attachment)
      c. SCAG & Committees (attachments) (Page 87)
         1. Energy and Environment (Judy Mitchell, Jim Osborne)
         2. Transportation (Dan Medina, James Gazeley, Drew Boyles)
         3. Community, Economic, & Human Development (Frank Zerunyan & Mark Waronek)
         4. Regional Council (Judy Mitchell, Dan Medina, James Gazeley)
      d. League of California Cities & LA Division Legislative Committee (Bea Dieringer & Jeffrey Kiernan) (attachment) (Page 89)
      e. South Bay Association of Chambers of Commerce (Olivia Valentine) (attachment) (Page 91)
      f. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka) (attachment) (Page 93)
      g. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine) (attachment)
         (Page 95)

VII. PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)
   A. Landside Modifications to LAX (6:15 pm)
      1. Evelyn Quintanilla, LAWA

VIII. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (6:40 pm)
   A. Comments on SCAG’s SoCal Connect – Regional Transportation Plan (attachment) — APPROVE (Pages 97-99)
   B. Homeless Services
      1. Projects to be funded with county innovation funds (attachment) – APPROVE (Pages 101-104)
      2. Report on SBCCOG Adopt a Family
   C. Trip to Sacramento (attachment) — APPROVE (Pages 105-106)
   D. Senior Services
   E. South Bay Fiber Network
   F. Ad Hoc Finance Committee
   G. General Assembly (attachment) (Page 107)
   H. Other
      1. Contract with Los Angeles County for SBCCOG to Provide Homeless Services (attachment)
         (Page 109-183)– Approve subject to legal review
         NOTE: Entire contract in electronic version. One printed copy will be available at the meeting

IX. TRANSPORTATION REPORTS
   A. Metro Report by Board member James Butts/Mike Bohlke (7:00 pm)
   B. SBCCOG Transportation Committee by Christian Horvath (7:05 pm)
      1. Evaluation of Measure M & R Call for Projects & Sub-Fund Transfer Option (attachments) (Pages 185-192)

X. AGENCY REPORTS (7:20 pm)
   NOTE: Oral reports will only be made to clarify or amplify written attachments

No Attachments received
   A. Santa Monica Bay Restoration Commission (Bill Brand/Kenneth Kao)
   B. Stormwater Funding
      1. CCCA/LCC Stormwater Funding Options Committee (Hany Fangary & Milton Herring)
   C. California Association of Councils of Governments - CALCOG (Britt Huff)
   D. South Bay Workforce Investment Board (Chris Cagle)
XI. UPCOMING EVENTS & ANNOUNCEMENTS

January 31       LCC/SBCCOG/SBACC Meet and Greet for Legislators *(attachment)* (Page 193)

XII. ADJOURNMENT

*Next Board meeting - Thursday, February 27, 2020*
@ Redondo Beach Library
<table>
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<tr>
<th>SBCCOG MEETINGS: ATTENDANCE 2019 - 2020</th>
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**Number of Active Agencies** | 17 | 17 | 17 | 17 | 15 | 17 | 16 |
**Quorum Required (50% +1)** | 9 | 9 | 9 | 9 | 8 | 9 | 9 |
**Number of Agencies Attending** | 14 | 13 | 12 | 11 | 13 | 14 |
I. CALL TO ORDER
Chair Horvath called the SBCCOG Board of Directors meeting to order at 6:00pm.

II. INTRODUCTIONS

In attendance were the following voting elected officials:

Drew Boyles, El Segundo
Dan Medina, Gardena
Alex Monteiro, Hawthorne
Ralph Franklin, Inglewood
Bernadette Suarez, Lawndale
Christian Horvath, Redondo Beach
Eric Alegria, Rancho Palos Verdes
Bea Dieringer, Rolling Hills
Britt Huff, Rolling Hills Estates
Geoff Rizzo, Torrance
Lacey Johnson, SD-2 (6:44 arrival)
Jennifer LaMarque, SD-4 (7:22 arrival)

The following non-voting elected officials were in attendance:

James Butts, Inglewood (7:12 arrival)
Jim Osborne, Lawndale
Maria Del Carmen, Ecuador City Councilmember

Also, in attendance were the following persons:

Scott Mitnick, El Segundo
Ken Berkman, El Segundo
Michael Ervin, SD-4
Tunisia Johnson, Inglewood
Emory Ward, Inglewood
Lisa Trifiletti, Inglewood
Omar Pulido, Inglewood
Mike Bohlke, Metro
Ernie Crespo, GTrans
Kim Turner, Torrance Transit
James Lee, Torrance Transit

Dean Logan, LA County Reg. Recorder
Aaron Nevarez, LA County Reg. Recorder
Natalie Champion, SBCCOG
Rosemary Lackow, SBCCOG
Kim Fuentes, SBCCOG
Steve Lantz, SBCCOG
Jacki Bacharach, SBCCOG
David Leger, SBCCOG
Grace Farwell, SBCCOG
Jon Rodman, SBESC Volunteer
Holly Osborne, Public

III. CONFIRM POSTING OF THE AGENDA BY THE CITY OF TORRANCE
Jacki Bacharach confirmed that the agenda was properly posted in the City of Torrance.

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA
No changes to the agenda.

V. PUBLIC COMMENT
Holly Osborne, a Redondo Beach resident and retired engineer, addressed the Board to make them aware of data errors in SCAG’s RHNA calculations and to request assistance where possible to get in contact with SCAG to remedy the error. Ms. Osborne explained that SCAG calculated RHNA figures using two Metro stops that no longer exist (190th/Hawthorne and Inglewood/Manhattan Beach Blvd). She also noted that parks are exempt from calculations and suggested cemeteries be treated similarly.

Ms. Bacharach took this time to introduce Ms. Del Carmen, an elected official from Ecuador visiting the area.

VI. CONSENT CALENDAR
A. October Board Meeting Minutes (attachment) – Approved
B. Chamber of Commerce Memberships (attachment) – Approved
C. I.T. Management Services (attachment) – Approved
D. Website Services (attachment) – Approved
E. Actions of Steering Committee since last Board meeting *(attachment)* – Approved

F. Monthly Reports – Receive and Filed
1. South Bay Environmental Services Center Report *(attachment)*
2. Transportation Report *(attachment)*

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

**VII. PRESENTATIONS**

A. **Electric Car Charging – Improving Access for Apartment-Dwellers in Carson**
   
   Mr. Rodman, an SBESC volunteer, presented his findings on improving access to electric car charging for Carson residents who live in multi-unit dwellings (MUDs). Mr. Rodman began by explaining as a recently retired employee of Mattel Toys, he quickly realized that retirement was not intellectually stimulating enough and decided that he wanted to give back. He joined the SBESC/SBCCOG in 2018 as a volunteer and asked what skills the organization needed. When he discovered that there was a need for GIS work, Mr. Rodman enrolled in a GIS course at El Camino College and put his new skills to work. For his final project, he used GIS to determine ways to increase access to EVs by looking at the location of EV chargers as related to the location of MUDs. It became clear that the existing limited EV chargers that were available to the public were largely beyond ½ mile from most MUDs (a critical distance to be considered convenient). Mr. Rodman then used GIS to look at how access was changed if EV chargers were theoretically installed at three public locations such as City Hall/Community Center, City Pool, and Veterans Park. If EV chargers were installed at those locations, almost 100% of MUD residents would have access to a charger within ½ mile. Providing access to EV chargers is not enough in itself to dramatically increase EV adoption but remains a crucial barrier to adoption in addition to other things such as affordability.

B. **Voting Solutions for All People: The Voting Experience of the Future**

   Dean Logan, Registrar-Recorder for Los Angeles County, gave a presentation on LA County’s new voting system. The system replaces the older system which has been in place in largely the same format since the 1960’s. The new system, mandated by State law, serves to increase accessibility and ease of use, while maintaining security. Mr. Logan explained that there will no longer be local polling locations and that vote centers will take their place. Vote centers will be located at convenient areas throughout the county for 11 days prior to the election. Voters will be able to visit any location in the county and receive their local ballot. Same day registration will also be facilitated through this new system. Voters will be able to fill out a sample ballot on their phone, scan a code at the vote center, and the computer will load your pre-selected positions. These choices can still be changed prior to casting your vote. The new systems will also allow for multiple languages and will be able to accommodate people with disabilities without requiring a special booth or assistance. Mr. Logan also noted that the system is separate from the tabulating system to ensure that hacking does not affect votes cast. Paper ballots are still produced by the new system which are then fed into a secure ballot box.

   Board Member Franklin asked Mr. Logan how campaign staff will be able to check which supporters have already voted during elections without having a local polling location. Mr. Logan explained that campaigns will have access to this data via a website, essentially a virtual version of the existing system.

   Chair Horvath asked Mr. Logan about staffers at the centers. Mr. Logan explained that the lead staffer will be a county employee or temporary employee, with the remaining staff likely being stipend-paid volunteers like now.

   Mr. Logan’s full presentation is available online at:

C. **SCAG Connect SoCal Briefing**

   Mr. Chidsey presented on SCAG’s new Long-Range Transportation Plan and Sustainable Communities Strategy re-branded Connect SoCal. This new effort uses data and growth forecasts to maintain and better manage the transportation network we have for moving people/goods; expand mobility choices by locating housing, jobs, and transit closer together; and increase investment in transit and complete streets. The plan hopes to leverage and align new technologies with land use and transportation strategies; and close the gap
to meet increasingly aggressive GHG reduction goals. For more detail on the plan, the presentation is available here: http://southbaycities.org/sites/default/files/board_directors/meeting/PRESENTATION_SCAG%20Presentation.pdf

VIII. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES

A. South Bay Fiber Network

1. Work Order #1 for the Construction of the Ring (attachment) – Approved

Ms. Bacharach explained that the work order is included in the agenda packet and is the first stage in building the SBFN. Board Member Dieringer asked if there had been a technical analysis done by an independent consultant to verify the charges proposed. Chair Horvath explained that Magellan Advisors has been assisting in this aspect the entire time and that the costs will be paid for by the Measure M funding agreement. Board Member Gazeley noted that his city still has some outstanding legal issues with the project and therefore he is unable to vote for it tonight.

MOTION by Board Member Franklin, seconded by Board Member Boyles, to APPROVE Work Order #1. Ayes: Boyles, Medina, Monteiro, Franklin, Suarez, Stern, Alegria, Horvath, Dieringer, Rizzo, Johnson, LaMarque Nays: Gazeley. So ordered.

B. Office Move

Ms. Bacharach reported that next week will be the last week in the SBCCOG’s current office. She also informed the Board that the additional space approved by the Board in October will not be moving forward at this time due to a disagreement between the new owner and the current owner on who will pay for buildout costs. The topic will be re-approached with the new owner after the sale is finalized. Ms. Fuentes added some details about next steps, including the movers scheduled for 11/26 and the setup of the temporary space in San Pedro. Ms. Fuentes and Ms. Bacharach both thanked SBCCOG staff for their work during the move.

C. Senior Services

Board Member Huff reported that the 12/3 was cancelled. Ms. Farwell added that the January 28th meeting will be taking place in Gardena. Ms. Bacharach also added that work continues on a regional Age-Friendly designation.

D. Homeless Services

Ms. Bacharach announced that the County Supervisors have voted to provide funds to all COGs based on their last homeless count for the purposes of either increasing housing and/or focusing on enhancing LA County services. The SBCCOG will receive approximately $735,000. The funding has to be used by June 2021, but likely won’t be available until early 2020. A call for projects was issued and project applications are due by 12/16. The next Task Force meeting will be January 8th in Hawthorne.

E. Ad Hoc Finance Committee

Ms. Bacharach reported that the first meeting was held on 11/12 with attendance from most jurisdictions, although most were represented by staff. Requests for current population, operating budget, and square mileage were made of each city.

F. General Assembly

Ms. Bacharach noted that planning is underway.

G. Other

SBCCOG staff has been meeting with cities on the Local Travel Network project and hope to meet with regional destinations in cities such as Del Amo Mall, the Manhattan Village, etc.

IX. TRANSPORTATION REPORTS

A. Metro Report

Mayor Butts reported that the Executive Management Committee met and discussed the motion being considered by the SBCCOG Board tonight regarding the Measure R transfer of funds. There are efforts underway to identify pots of money to use to accelerate projects on the 28 by ’28 list.

B. Service Council Report by Ralph Franklin

Board Member Franklin passed out his report which is available online here:
SBCCOG Transportation Committee

1. Evaluation of Measure M & R Call for Projects & Sub-Fund Transfer Option (attachments)

Ms. Bacharach began by pointing the Board to the four Transportation Committee actions in the agenda packet (page 57). Item 1A was approved by the Steering Committee since it was time critical and being considered by Metro on November 20. It is here for information - a letter to Metro on Green Line improvements which should be included in the Regional Transportation Improvement Plan.

Item 2a recommends that the SBCCOG Board recommend the Metro Board use Measure M Sub-Regional Equity Program funding in the not to exceed amount of $130M in order to ensure timely construction of the Centinela Grade Separation construction project.

Item 2b recommends that the SBCCOG Board recommend the Metro Board set for Public Hearing the approval of a total transfer of $560M from the SBCCOG’s Measure R Highway Capital Subfund (Measure R South Bay Highway Program) to the Measure R Transit Capital Subfund.

Item 2c recommends that the SBCCOG Board send a letter to Metro supporting the completion of the Park Place project in El Segundo which the SBCCOG continues to support as an eligible project which meets Measure R requirements.

Discussion focused on Item 2b. Ms. Bacharach explained that a list of project applications, included in the packet, include 48 projects (14 transit, 34 highway) received by the 10/31 deadline. $410M in transit funding was requested in addition to $972M in highway projects. Ms. Bacharach noted that the projects have not been vetted at this point. Ms. Bacharach highlighted that there is approximately $560M in SBHP funding available through FY29 and that if all the available funding is transferred, costs to complete projects as well as new projects will all have to be funded through Measure M, meaning that there is not adequate funding for all those needs. Criteria will have to be developed to determine which projects the SBCCOG would recommend approving. The intent of the motion is to return unused transit funds to highway.

Mayor Butts passed out a revised motion, available here:
http://southbaycities.org/sites/default/files/board_directors/meeting/HANDOUT_Revised%20Butts%20Motion%20re%20Transfer%20of%20Funds.pdf

Mayor Butts stated that when funding is not used or is sitting dormant, others will try to “repurpose” those funds. Since the Measure R funds being discussed (available through FY29) have not been used thus far, he is urging they be transferred to a transit fund that would provide flexibility to the South Bay to fund both highway and transit projects, in essence creating a “South Bay Highway/Transit Program”. Board Member Stern asked Mayor Butts to explain when funding is considered “not being used”, attempting to determine when funding could be transferred back for highway needs. Mayor Butts re-emphasized that South Bay cities will be able to use the funds for both highway and transit needs at any time. Mayor Butts likened the issue to household accounts. Instead of having a savings account that can only be used for home repairs, this action would move those funds to an account that could fund both home repairs and college tuition.

Board Member Boyles added that the original intent of the motion was the same, that highway projects will have access to the funds at any time, a sentiment echoed by Mayor Butts.

Mayor Butts also added that the Metro Board must provide 30-day notice of the transfer and that the process of holding hearings can begin in January, after the December 5th issuance of the 30-day notice. The Metro Board must approve the transfer by a 2/3 majority.

Board Member LaMarque shared comments from Supervisor Hahn, noting that she hopes funding of the Green Line extension to Torrance will be considered as part of future discussions and that Supervisor Hahn supports the will of the cities.

Board Member Dieringer noted that she was unaware there were actions needed on this item as it was not specifically noted on the agenda and that therefore she’s unable to vote on these recommendations tonight.
**MOTION** by Board Member Gazeley, seconded by Board Member Medina, to **RECOMMEND** that Metro use the South Bay Subregional Equity Funding Program in the not to exceed amount of $130 million in order to ensure the timely construction of the Centinela Grade Separation construction project. No objection. Abstention by Board Member Dieringer. So ordered.

**MOTION** by Board Member Franklin, seconded by Board Member Gazeley, to **RECOMMEND** the Metro Board set for Public Hearing as prescribed in Section 11 for the approval of a total transfer of $560 million from the South Bay COG Measure R Highway Capital Subfund as noted in his handed-out motion. No objection. Abstention by Board Member Dieringer. So ordered.

**MOTION** by Board Member Boyles, seconded by Board Member Monteiro, to **RECOMMEND** the SBCCOG Board send a letter to Metro supporting the completion of the Park Place project in El Segundo which the SBCCOG continues to support as an eligible project which meets Measure R requirements. No objection. Abstention by Board Member Dieringer. So ordered.

**X. AGENCY REPORTS**

**NOTE:** Oral reports are only made to clarify or amplify written attachments. All reports that were submitted or handed out are available online here: [http://southbaycities.org/committees/board-directors/board-directors-meeting-57](http://southbaycities.org/committees/board-directors/board-directors-meeting-57)

- A. South Coast Air Quality Management District *(attachment)*
- B. SCAG & Committees *(attachment)*
- C. South Bay Workforce Investment Board *(attachment)*
- D. League of California Cities & LA Division Legislative Committee
- E. Santa Monica Bay Restoration Commission – No report given.
- F. Stormwater Funding
  1. CCCA/LCC Stormwater Funding Options Committee – No report given.
- G. South Bay Association of Chambers of Commerce – No report given.
- H. South Bay Aerospace Alliance – No report given.
- I. KHHR (Hawthorne Airport) Committee re: Community Impacts – No report given.
- J. California Association of Councils of Governments

**XI. UPCOMING EVENTS & ANNOUNCEMENTS**

January 31: LCC/SBCCOG/SBACC Legislative Meet and Greet

**Huff** (Rolling Hills Estates): Peninsula Holiday Parade on December 7th

**Medina** (Gardena): There will be a holiday event with Santa Claus on December 7th.

**Suarez** (Lawndale): The annual Angel Tree Lighting will take place December 6th in conjunction with the city’s 60th anniversary celebration.

**Horvath** (Redondo Beach): Holiday Boat Parade will take place December 14th.

**XII. ADJOURNMENT**

Chair Horvath adjourned the meeting at 8:03 pm to Thursday, January 23, 2020 at 6:00 pm at the Redondo Beach Main Library.

David Leger
Assistant Board Secretary
Amendment No. 5

This Amendment No. 5 (“Amendment”) amends Agreement No. 5660046050, effective April 1, 2016 (as amended, “Agreement”), by and between Southern California Gas Company (“Company”) and South Bay Cities Council of Governments (“Contractor”). This Amendment is dated and effective as of January 3, 2020 (“Amendment Effective Date”).

Company and Contractor agree as follows:

1. Amendments to Agreement.
   
   a. Extension of Term. The expiration date of the Agreement is hereby extended through December 31, 2020.
   
   b. Increase in the Agreement Amount. The dollar amount under the Agreement is hereby increased by $40,000.00 for a new Agreement amount of $180,000.00.

   | Previous Agreement Amount: | $140,000.00 |
   | Increase to Agreement Amount: | $40,000.00 |
   | Revised Agreement Amount: | $180,000.00 |

2. Revival. The parties acknowledge that the Agreement expired on December 31, 2019. Notwithstanding the foregoing, the parties agree that the Agreement is hereby deemed to have been in full force and effect and uninterrupted since its original effective date.

3. Miscellaneous. Other than as specifically modified above, the Agreement shall remain in full force and effect and is hereby ratified, approved, and confirmed. This Amendment is subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

IN WITNESS WHEREOF, each party has caused this Amendment to be executed by its duly authorized representative as of the Amendment Effective Date.

Southern California Gas Company  South Bay Cities Council of Governments

By: ___________________________  By: ___________________________

Name: ___________________________  Name: ___________________________

Title: ___________________________  Title: ___________________________
Task 1: Community Outreach and Promotional Events

A. Promote LADWP electric and water efficiency rebate and incentive programs to residents and businesses in City Council District 15 (CD15).

B. Assist in disseminating LADWP’s efficiency educational/informational materials through marketing channels
   a. Social Media (one-two per month, including paid media posts as requested by LADWP which are not to exceed $300 per quarter)
   b. Electronic Newsletters (one per month)
   c. E-mail blasts (as requested by LADWP)

C. Exhibit or present at 8-12 (2-3 per quarter) targeted special events, such as fairs, seasonal exhibits, neighborhood council meetings, farmers markets, other gatherings; expect to reach and engage 400-600 customers during the year. Work with Councilman Buscaino’s office to support his sponsored events in CD15 with LADWP efficiency informational materials. Where practical, include efficiency pledge or other action for participants and solicit contact information for potential follow-up. Distribute efficiency devices provided by LADWP when available and appropriate.

D. Provide standard exhibit space to LADWP at the SBCCOG’s annual General Assembly event, free of charge.

E. Train up to 10 Environmental Services Center volunteers on LADWP programs.

F. Provide assistance to LADWP customers who visit the Environmental Services Center.

G. Continue to add to the customer database specific to San Pedro, Harbor City/Harbor Gateway, and Wilmington residents and businesses, and conduct follow-up. Database will be included as part of quarterly report.

Task 2: Commercial Kitchen Water Assessments
A. Identify 6-8 commercial kitchens in CD15 for water assessments and conservation training, or other combination of businesses as agreed upon between LADWP and SBCCOG.

B. Invite LADWP water conservation team to attend and participate in assessments. LADWP water conservation team to efficient kitchen water-saving devices.

C. Provide kitchen and LADWP with assessment report and recommendations.

D. Follow-up with kitchen on disposition of recommendations. Include results of follow up in quarterly reports.

Task 3: Reporting and Documentation

A. Provide quarterly progress reports - which will include a summary of activities: approximate number of attendees, number of impressions, and number of engagements as well as tracking information from media posts and e-mail blasts.

B. Develop end-of-contract year documents in coordination with LADWP which will include a summary of activities from the quarterly progress reports and assessment of results.
January 23, 2020

TO: SBCCOG Board of Directors

FROM: Jacki Bacharach, Executive Director

RE: Energy Engineer Contract Renewal

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.

BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) has contracted with GSE Solutions, LLC for the services of Greg Stevens, the SBCCOG’s Energy Engineer, since November 2011 when the firm was selected through competitive bid. The firm was reselected through competitive bid in 2016. The purpose of this contract is to assist member cities in identifying and facilitating completion of energy efficiency projects. The work has included completing Edison and SoCalGas city incentive applications, conducting facility audits, providing equipment recommendations, benchmarking facilities, and supporting the SBCCOG staff to advocate to the utilities on behalf of the member cities. The amount of the contract is approved annually.

Cities have been pleased with the services of GSE. When Mr. Stevens submitted the GSE Solutions 2016 proposal, 9 cities sent letters of recommendation (El Segundo, Gardena, Hawthorne, Hermosa Beach, Lawndale, Manhattan Beach, Rancho Palos Verdes, Redondo Beach, and Torrance).

From the end of 2011 through September 2019, working with the SBCCOG staff, Greg has assisted the South Bay cities in achieving:

- 14,740,302 annual kWh savings
- 60,994 annual therms savings
- $1,573,366 annual Energy Cost savings
- $2,938,966 total incentive checks received by SBCCOG member cities
- $1,626,497 Direct Install Value
- 10,828 annual Greenhouse Gas Emission Reductions

GSE Solutions contract has been funded through Edison and SoCal Gas Partnership funds as well as energy incentives paid by cities and Green Business Programs. Over the last two years Edison funding has continued to decrease and in 2020 no partnership funds will be provided by Edison. SoCalGas continues to fund partnerships through 2020, but it is unlikely funding will be available after this year.
DISCUSSION
The SBCCOG, along with city staff, rely heavily on Mr. Stevens to implement energy efficiency. Without his expertise, it is doubtful that member cities will be able to continue to make significant progress towards energy and money saving projects. SBCCOG staff continues to work to identify funding beyond Edison and SoCal Gas. The utilities have been instructed by the California Public Utilities Commission and actions are underway to move 60% of the energy efficiency portfolio to 3rd party providers. This action affects commercial, residential, and even the government sector. Mr. Stevens has been instrumental in assisting the SBCCOG in navigating through these changes which include facilitating 3rd party provider meetings in hopes of identifying funding and new partnership opportunities. Unfortunately, at this time, only SoCalGas funding is available to finance GSE Solution’s contract in 2020.

FUNDING/SCOPE
Funding from SoCalGas in 2020 includes working with cities as well as school and special districts. The goal for the 2020 SoCalGas and SBCCOG contract is 10,000 therms saved. The SBCCOG needs assistance to work with these agencies and SoCalGas to implement gas saving projects. To meet this goal, Greg is instrumental in identifying gas projects and helping agencies obtain gas incentives as well as taking advantage of gas direct install programs.

The proposed GSE Solutions 2020 scope of services (ending Dec. 31, 2020) for only SoCalGas related work is for $50,000. This amount is a significant reduction from the 2019 contract amount of $171,000.

RECOMMENDATION
Steering Committee recommends SBCCOG Board approval for a contract with GSE Solutions, LLC in an amount not to exceed $50,000 for the period of January 1 through Dec 31, 2020 with funding from SoCalGas utility partnership.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made as of January 1, 2020 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Greg Stevens of GSE Solutions, LLC.

RECITALS

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

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

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

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

1. Services.

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

1.2 SBCCOG agrees to conduct its best effort to assist with the success of tasks outlined in Exhibit A and understands that the Consultant assumes full responsibility to manage and produce deliverables therein to meet agreed upon goals.

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

2. Term of Agreement. This Contract shall take effect January 1, 2020 and shall continue until December 31, 2020 unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3. Compensation. SBCCOG shall pay for services based on the not to exceed budget of $50,000 as itemized in Exhibit A.

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

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

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

GSE Solutions, LLC:
800 Grand Avenue, Suite B8B
Carlsbad, CA 92008
Attention: Greg Stevens

7. **Status as Independent Contractor.**

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

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

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

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

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

(12-31-19)
(ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

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

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

C. Consultant shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

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

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

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

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

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


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

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

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

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

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

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

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

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

Jacki Bacharach – jacki@southbaycities.org
Greg Stevens – gstevens@gse-solutions.com

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

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

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

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

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

"SBCCOG"
South Bay Cities Council of Governments

By: _________________________________
   Christian Horvath
Title: SBCCOG Chairman
Date: ________________________________
Attest: ________________________________
   SBCCOG Secretary

“Consultant”
GSE Solutions, LLC

By: _________________________________
   (Signature)
   Greg Stevens
Title: ________________________________
Date: ________________________________
EXHIBIT A – Scope of work

Task 1. Identify Gas Energy Efficiency Projects

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

a) Collect and assess existing energy audit reports, energy evaluation studies, list of identified projects, and other related documentation and determine validity and applicability to current conditions at each facility. This documentation shall be made accessible to SBCCOG staff.

b) After the screening process is complete, establish a prioritized list of candidate projects from the information that is deemed applicable for each agency and review with agency helping to establish steps to implementation.

c) Provide a written report for projects that are most likely to be completed within the next year to be presented to the agency.

d) When needed, identify, and collect necessary additional data to finalize energy analysis.

Task 2. Comprehensive and Targeted Gas Audit Services

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

a) Working in conjunction with the SBCCOG Project Manager, the consultant will establish audit objectives, scope, deliverables, and budget as directed by the SBCCOG. Conduct comprehensive and targeted gas audits for public agencies as well as school and special districts. Prepare technical audit services for facilities and processes to meet rigorous SoCalGas incentive application review process. Assist in expediting the utility review and approval process. Any document provided to the public agencies must have notation that the work is being completed on behalf of the SBCCOG.

b) Identify gas energy efficiency and demand response opportunities.

c) Provide a detailed inventory of facilities’ gas equipment and energy savings and recommendations, incentives, life cycle costs, and other evaluation analysis based on the level of audit conducted. Also, include projected gas energy savings, project costs, measure life, and available incentives in the evaluation.

d) Provide a final written report for each audit completed with all findings and recommendations in a format mutually agreed upon. Work with the SBCCOG Project Manager to develop a template and add any information as needed.
**Task 3. Calculation and Incentive Application Assistance**

Conduct calculations and provide incentive application assistance.

a) Upon direction of the SBCCOG, provide detailed calculations and information needed for incentive applications. For energy efficiency projects identified in Tasks 1 and 2, the consultant will work closely with SBCCOG and participating public agencies to produce calculations and supporting assumption documentation.

c) Submit to the SBCCOG Project Manager the complete incentive application including supporting documentation upon completion of project for recordkeeping.

**Task 4. Building Commissioning for Existing Buildings**

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

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

**Task 5. Technical Support Activities**

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

a) Participate in kickoff meeting in January 2020 with SBCCOG.

b) Work with the member agencies and Project Manager to discuss project implementation and strategies to meet established goals – financing, scheduling, staffing – and assist with making them happen.

c) SBCCOG Staff Meetings:

1) Meet at least quarterly with SBCCOG Project Manager and Executive Director to discuss overall project implementation and strategies to meet established goals – financing, scheduling, and staffing.

2) Participate in meetings at least monthly to report on status of project identification and completion. These meetings may be in person or via conference call as required. A standard reporting format will be utilized.

3) Participate in Program Managers meeting in person.
d) Conduct routine job walks or site visits as needed and follow-up with participating government agencies (cities, schools, districts, county, state) and utilities to ensure that project activities are progressing towards completion. Consultant is to notify SBCCOG Project Manager of scheduled job walks or site visits prior to occurrence and provide a report after the visit (email is sufficient).

e) Provide quarterly “At A Glance” reports of each city’s gas efficiency activities and potential projects to SBCCOG as well as a report of the SBCCOG cumulative EE activities for distribution to the cities and be available to answer questions.

f) Make presentation in conjunction with SBCCOG Project Manager to the SBCCOG Board of Directors twice a year on the energy efficiency activities of each of the cities and the subregion as a whole including a progress report on meeting the SBCCOG’s goals as set by Southern California Gas Company.

g) Participate in face-to-face meetings with SBCCOG member agencies and special districts (i.e. schools) to ascertain what current projects are underway and what they have planned for the rest of the year. Consultant is to notify SBCCOG Project Manager prior to scheduled meetings and provide a report after the visit (e-mail is sufficient).

h) Work with SBCCOG and member cities, to determine what additional information or types of reports members need to move projects forward.

i) Be available to the SBCCOG staff and the SBCCOG member cities as-needed.

j) Be available to present project findings to member cities and their governing boards at the direction of the SBCCOG.

k) Complete reports or provide information for reports to SBCCOG and SoCalGasCo on activities and goals as-needed.

l) Provide SBCCOG with calculations of potentially lost savings for current projects that are not moving forward to be used to encourage cities to complete projects.

m) Provide SBCCOG with any other calculations that can be used to encourage cities to move forward with projects.

n) Participate in regional collaborative programs as directed.

o) If additional services are identified, work may be authorized by the SBCCOG on a task order basis.

**Task 6. General Energy Engineering Consulting Services**

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

a) Answer gas efficiency related technical questions beyond the SBCCOG in-house expertise similar to a “help desk” process for member public agencies and SBCCOG staff.

b) Monitor and report short-term and long-term end-use energy and environmental conditions.
c) Develop and execute measurement and verification plans.

d) Conduct site inspections.

e) Perform building energy computer simulation.

f) Perform cost and measure lifetime analysis.

g) Generate reports and presentation material.

H) Provide a full written report on the above using a template developed with the SBCCOG Project Manager.
South Bay Cities Council of Governments

January 23, 2020

TO: SBCCOG Board of Directors

FROM: Jacki Bacharach, Executive Director

RE: Contract to Provide Support to the Regional Energy Network with The Energy Coalition

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.

BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) has been a partner with Southern California Edison for the past several years. Due to California Public Utilities Commission requiring utilities to move 60% of the energy efficiency portfolio to 3rd party providers, Edison has dissolved all partnerships effective December 31, 2019. The SBCCOG’s partnership with SoCalGas remains in effect through 2020 but is anticipated to end December 31, 2020.

The SBCCOG member cities have considerable energy efficiency opportunities still to be acted on. Recent facility benchmarking reports indicate that several of the South Bay municipal facilities are performing under national standards and have more that can be done.

DISCUSSION

To help fill this gap, the SBCCOG has the opportunity to contract with The Energy Coalition to provide support to the Regional Energy Network in identifying and facilitating energy efficiency project delivery. The Regional Energy Network is a nonprofit hired by Los Angeles County to implement municipal energy efficiency under the Regional Energy Network. The draft contract scope of work is very similar to the work previously being done through the utility partnerships.

RECOMMENDATION

Direct staff to finalize the scope of work and contract, with legal review, to be approved by the SBCCOG Board at the January meeting.
January 6, 2020

South Bay Cities Council of Governments  
Attn: Kim Fuentes  
20285 S Western Ave #100,  
Torrance, CA 90501  

Subject: Project Name: SoCalREN Regional Partnerships 1022A PDP  
The Energy Coalition Project No.: TEC20-0046  

Dear Kim Fuentes,

We are pleased to offer South Bay Cities Council of Governments (hereinafter “Subconsultant”) this opportunity to participate with us in the performance of services for the subject contract. This letter of agreement, in conjunction with its attachments and exhibits, shall become the contract between ourselves which will govern our mutual obligations to one another, and to the client to whom such services are ultimately rendered (hereinafter the “Agreement”).

Included as Attachment 4, please find a copy of the Prime Agreement Terms and Conditions between The Energy Coalition (“The Energy Coalition”), and Los Angeles County (hereinafter the “Client”), dated September 1, 2019 (Date) (hereinafter the “Prime Terms and Conditions”). Your services in support of The Energy Coalition as outlined hereunder shall hereinafter be known as the “Subconsultant Work”. The Terms and Conditions are incorporated by reference, and shall be binding upon you to the extent described therein.

THE ENERGY COALITION shall pay you for the full, accurate, and timely performance of the Subconsultant Work, pursuant to the compensation provisions herein.

Our Agreement consists of this letter and the following documents, which are incorporated by reference:

Attachments:

- 1 Scope of Services
- 2 Schedule of Payments
- 3 General Subconsultancy Terms and Conditions
- 4 The Prime Agreement Terms and Conditions (Work Order ESS1022A)
- 5 Non-Disclosure Agreement
- 6 Los Angeles County Required Forms (8 Exhibits)
The foregoing and all attachments constitutes the entire understanding between the parties, and supersedes all prior proposals, negotiations, agreements, letters of intent and written and oral statements, representations and agreements. No modifications shall be effective unless in writing and executed by both parties.

Please return the following documents:

- Insurance Certificates (See Section IX Insurance)
- W9
- Business License

**Work on this project will not be authorized to begin until all documents are received and sent to LA County for approval.**

Please email these documents to: AP@energycoalition.org

We look forward to working with your firm on this project.

Sincerely,

Craig Perkins
Executive Director
Attachment 1
Scope of Services
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046

THE ENERGY COALITION

Base Services:
Subconsultant will provide regional public agency engagement, outreach and implementation support for the Southern California Regional Energy Network Energy Efficiency Project Delivery Program. TEC has requested assistance with general program support, program marketing, regional engagement support, energy planning, education and training, agency recognition, program motivation and competition, and identification of pilot activities. The Subconsultant shall be guided in their work by TEC.

Task 1: General SoCalREN Program Support
Task 1.1 The Subconsultant will provide overall project management of this Scope of Services, including staffing, reporting, scheduling, quality control, and budget oversight. The Subconsultant will manage production of high quality deliverables that meet the scope, schedules, and complete work within the budget for assigned projects and tasks.

Task 1.2 The Subconsultant will monitor the contract budget for all assignments and may be asked to provide a monthly report to describe the details of the activities performed. The Subconsultant will submit monthly invoices in a format acceptable to TEC.

Task 1.3 The Subconsultant may attend meetings as requested to participate in program training and implementation activities and to review and discuss program assignments and deliverables with TEC staff.

Task 1.4 The Subconsultant may provide other additional general program support upon request such as the development of program procedures and documents, program tools, prioritization of strategies, and other miscellaneous tasks.

Task 2: Program Marketing
Subconsultant will support SoCalREN program marketing efforts to increase overall project, partnership, and program visibility and presence through the following tasks.

Task 2.1 The Subconsultant will identify and attend events and conferences for program promotion to eligible public agencies. Event attendance must be pre-approved by TEC.

Task 2.2 The Subconsultant will collaborate with TEC on the development of co-branded marketing materials and support efforts for distribution.

Task 3: Regional Engagement Support
Subconsultant will support TEC in generating new SoCalREN enrollments and registrations with public agencies within their geographic region of influence.

Task 3.1 The Subconsultant will make introductions with existing eligible agency partnerships and identify opportunities with new eligible regional agencies. The Subconsultant will communicate and meet with agencies, other stakeholders, and TEC to support the engagement process through enrollment in programs.

Task 4: Energy Planning
Subconsultant will support program in efforts related to portfolio energy analysis and project identification with enrolled agencies within the region.
Task 4.1 The Subconsultant will coordinate with the assigned TEC Project Manager to support activities related to an agency’s portfolio energy analysis. This includes facilitation of data collection and access along with other tasks as assigned.

Task 4.2 The Subcontractor will support long-term energy planning and project identification as assigned.

**Task 5: Education & Training**
Subconsultant will support TEC to coordinate and deliver education and training activities to enrolled public agencies.

Task 5.1 Subconsultant will work with TEC to coordinate and deliver “Lunch and Learn” presentations to targeted enrolled agencies in order to identify energy project potential.

Task 5.2 Subconsultant will work with TEC to coordinate behavior change initiatives paired with retrofit projects to maximize value and ensure persistence in savings for competed energy efficiency SoCalREN projects. Activities will be guided and pre-approved by TEC.

**Task 6: Agency Recognition**
Subconsultant will bolster community and agency support for additional projects through the celebration of agency and project success.

Task 6.1 Subconsultant will coordinate with TEC and regional public agencies to apply for awards, deliver presentations and prepare case studies that celebrate project and agency success with SoCalREN programs. Other activities to celebrate success may be identified and must be pre-approved by TEC.

**Task 7: Program Motivation & Competition**
Subconsultant will work with TEC and other identified stakeholders to support the development and implementation of an innovative competitive model for agency motivation.

**Task 8: Identification of Additional Activities**
Subconsultant may work with TEC and Los Angeles County to identify potential SoCalREN strategies activities that support regional communities. Implementation of identified additional activities is outside the scope of this agreement.
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, "Base Services" is $100,000.00. Subconsultant shall not exceed this estimated amount without the express written authorization of THE ENERGY COALITION. THE ENERGY COALITION must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide THE ENERGY COALITION with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Work. In such event, THE ENERGY COALITION 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 THE ENERGY COALITION monthly pursuant to the requirements of this Agreement.

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B. Payment for Additional Services: N/A
This Agreement is made as of the date of execution (Date), by and between South Bay Cities Council of Governments ("Subconsultant") and THE ENERGY COALITION ("THE ENERGY COALITION"). The period of performance of this Agreement is the effective date through December 31, 2020. Work will not commence until all agreement materials are reviewed and approved by Los Angeles County.

The Subconsultant is:

Name: South Bay Cities Council of Governments
Address: 20285 S Western Ave #100, Torrance, CA 90501
Name of Contact Person: Kim Fuentes

The Prime Contractor is:

Name: The Energy Coalition
Address: 47 Discovery, Suite 250, Irvine, CA 92618
Name of Contact Person: Ivana Dorin

The Owner of the Project and Project property ("Client") is: Los Angeles County

As provided in this Agreement, Subconsultant will provide professional planning and design services for the following project (the "Project"): SoCalREN Regional Partnerships 1022A PDP

Attached and incorporated by reference herein is the Prime Agreement Terms and Conditions (Attachment 4) for the Project between THE ENERGY COALITION and LOS ANGELES COUNTY. Subconsultant agrees to be bound by and perform all TERM AND CONDITIONS applicable to Contractor under the Master Agreement By and Between County of Los Angeles Internal Services Department and The Energy Coalition for Energy Support Services (ESSMA) and Master Agreement Work Order and Amendments. Subconsultant hereby agrees to all performance and contractual provisions provided for in the Prime Agreement TERMS AND CONDITIONS unless otherwise agreed upon herein.

I. Subconsultant Services.

1. Scope of Services

Subconsultant will provide, in accordance with this Agreement and the Prime Agreement, the “Base Services” and, if requested in writing by THE ENERGY COALITION, the “Additional Services” as described in Attachment 1 – Scope of Services. Such services shall include all work necessary and incidental to the complete and accurate performance of such services. This work, together with any amendments agreed upon in writing by THE ENERGY COALITION are referred to herein as the "Subconsultant Work”.

Subconsultant must notify THE ENERGY COALITION in writing prior to performing any work not specifically described in Attachment 1, and receive authorization to proceed in writing by THE ENERGY COALITION before commencing such work. In the absence of such notice and approval, Subconsultant shall not be compensated for such work performed.
Subconsultant shall perform the Subconsultant Work in a sound professional manner satisfactory to THE ENERGY COALITION and so as to enable THE ENERGY COALITION to deliver the Work, and other work that is dependent on the Work, as required under the Prime Agreement. Subconsultant shall cooperate with THE ENERGY COALITION as necessary to enable THE ENERGY COALITION to fulfill its obligations under the Prime Agreement including, but not limited to, at the request of THE ENERGY COALITION, participating in meetings to discuss or establish procedures, strategy, project plans and schedules for performance of the Prime Agreement, the preparation of and adherence to work schedules and personnel assignments, and the sharing of information and work product.

Subconsultant shall notify THE ENERGY COALITION by written memorandum of any change to or condition of the Subconsultant Work which may materially, in the professional opinion of the Subconsultant; result in a design or construction conflict with other elements of the design, adversely affect the schedule or sequence of construction, result in an unsafe condition, or diverge from the usual and customary standard of care.

2. Coordination

Subconsultant shall coordinate the schedule, content, and sequence of the Subconsultant Work with the work of others, including the work of THE ENERGY COALITION, other Subconsultants to THE ENERGY COALITION, or the Owner’s consultants. If Subconsultant becomes aware of a conflict or discrepancy between the Subconsultant Work and the work of others, it shall notify THE ENERGY COALITION immediately in writing.

Except as authorized by THE ENERGY COALITION in writing, all communication between the Subconsultant and the Owner, the Owner’s consultants, other Subconsultants of THE ENERGY COALITION or any other party shall be forwarded through THE ENERGY COALITION.

3. Schedule

Subconsultant agrees and understands that THE ENERGY COALITION is dependent upon Subconsultant to perform the Subconsultant Work so as to enable THE ENERGY COALITION to fulfill its obligations under the Prime Agreement with regard to schedule, and that adherence to such schedule is of essence to this Agreement.

After commencement of the Subconsultant Work, Subconsultant shall notify THE ENERGY COALITION immediately by telephone, and confirm in writing within five (5) business days, after any event or condition impairing its ability to meet the schedule, together with proposed revisions to the schedule and a proposed plan for mitigating the effects of such event or condition. Except to the extent that the Prime Agreement provides to the contrary, Subconsultant shall not be responsible for delays occasioned by events or conditions beyond its reasonable control and not reasonably foreseeable by Subconsultant. To the extent permissible under the Prime Agreement, THE ENERGY COALITION shall seek an equitable extension of the schedule, and (as appropriate) an equitable adjustment to the fee to account for delays or mitigation occasioned by such events or conditions. THE ENERGY COALITION shall have no other obligation to Subconsultant arising out of such events or conditions. Except as specifically provided hereinabove, Subconsultant shall be responsible for all acceleration of performance or other mitigation necessary to meet the schedule.

II. THE ENERGY COALITION’s Responsibilities

THE ENERGY COALITION shall provide Subconsultant with all information, diagrams, plans, reports or specifications provided by or through the Owner as applicable to the performance of the Subconsultant Work. THE ENERGY COALITION does not warrant or represent that the information provided is accurate or complete, and Subconsultant is permitted to rely on the accuracy and completeness of such information only to the extent that THE ENERGY COALITION is granted such a right under the Prime Agreement.
In the event that Subconsultant requires additional information in order to complete the Subconsultant Work, it shall provide a written request to THE ENERGY COALITION detailing the nature of such information and the rationale for the request. In the exercise of its sole discretion, THE ENERGY COALITION shall exercise its best efforts to secure such information from the Owner.

III. Fees for Services

Fees for Subconsultant’s Base Services shall be as set forth in Section A of Attachment 2 – Schedule of Payment and fees for any Additional Services authorized by THE ENERGY COALITION shall be as set forth in Section B of Attachment 2. Compensation for overtime rates higher than regular rates must be approved by THE ENERGY COALITION in writing prior to Subconsultant incurring such overtime.

Costs for services of professional consultants engaged by Subconsultant and approved by THE ENERGY COALITION will be reimbursed in the amount billed to Subconsultant.

Subconsultant’s out-of-pocket expenses will be reimbursed at the amount actually incurred by Subconsultant in the performance of the Work but only if authorized in writing in advance by THE ENERGY COALITION.

IV. Payment

1. General

Subconsultant understands and agrees that THE ENERGY COALITION is dependent upon payment by the Owner to meet its obligations to pay the fees and reimbursements provided under this Agreement. Therefore, to the fullest extent permissible under the applicable law, THE ENERGY COALITION's payment obligations under this contract are subject to a condition precedent, its receipt of payment in full by the Owner under the Prime Agreement. If (and only if) such condition precedent is held unenforceable by a court of competent jurisdiction, then THE ENERGY COALITION's payment obligations shall become binding only upon such time as it receives payment in full by the Owner under the Prime Agreement, but in no event shall such obligations be delayed for an unreasonable time, which shall be construed to include such time necessary to take reasonable action against the Owner to recover payment. Notwithstanding anything to the contrary hereunder, however, THE ENERGY COALITION shall not be required to make payment in the event of the Subconsultant’s default unless and until it has ascertained the extent of the damages and costs to THE ENERGY COALITION arising out of such default and has deducted such amounts from those sums owing the Subconsultant hereunder.

2. Payment Provisions

Subconsultant shall submit electronic invoices to THE ENERGY COALITION for services and expenses in a form acceptable to THE ENERGY COALITION, together with supporting receipts for all expenses at such times as delineated in Attachment 2. Subconsultant agrees to provide such supporting documentation for each invoice as THE ENERGY COALITION may reasonably require.

Invoices are due to THE ENERGY COALITION on the third business day of the month for services performed the prior month. Invoices will be submitted via email to AP@energycoalition.org.

Except as provided otherwise above, THE ENERGY COALITION will pay approved invoices within thirty (30) days after THE ENERGY COALITION has actually received payment from the Owner for the invoiced services and expenses, reduced, however, by the proportion of each invoice, if any, held back by the Owner pursuant to the Prime Agreement. THE ENERGY COALITION shall not be obligated to pay Subconsultant for services or expenses cited by the Owner as a rationale for nonpayment. If the Owner disputes any invoice items for Subconsultant's services or reimbursable expenses and the dispute cannot be resolved by the Owner, THE ENERGY COALITION and Subconsultant, THE ENERGY COALITION will file a claim pursuant to the Prime Agreement on behalf of Subconsultant,
provided, however, that Subconsultant shall prosecute the claim itself and be solely responsible for all costs incurred in connection therewith.

In conjunction with the presentation of the final invoice, Subconsultant shall provide unconditional lien waivers in a form, and with the content as required by applicable state law constituting an effective waiver of any and all claims of lien by Subconsultant and its sub-Subconsultants, advisors or suppliers. In addition, such invoice shall constitute the representation by Subconsultant that for itself and its agents, representatives, employees and sub-Subconsultants all payments owing such entities have been made upon the satisfaction of such invoice, and shall constitute a waiver of any further claim for payment. Acceptance by Subconsultant of the final payment under this agreement shall constitute and operate as a release to Owner and THE ENERGY COALITION of all claims and liability to Subconsultant, its representatives, Subconsultants, and assigns for any additional compensation or payment relating to any and all things done or furnished by Subconsultant under or in connection with, this Agreement. However, final payment shall in no way relieve the Subconsultant of liability for its obligations or for faulty or defective work discovered after final payment.

Except as otherwise provided above, THE ENERGY COALITION will exert all reasonable and diligent efforts to collect payment from the Owner. If THE ENERGY COALITION incurs costs such as legal fees and expenses in its efforts to collect payments from the Owner, Subconsultant shall be responsible for such costs in the proportion that the amount of Subconsultant’s uncollected payment bears to the total of uncollected payments and THE ENERGY COALITION may deduct such amounts from the payment otherwise to be made to Subconsultant.

V. Termination and Suspension

1. Termination at Will

Upon the giving of seven (7) days written notice and in the exercise of its sole discretion THE ENERGY COALITION shall have the right to terminate this Agreement. Except as provided otherwise hereunder, Subconsultant shall be paid for the Subconsultant Work satisfactorily performed to the date of termination to the extent that THE ENERGY COALITION receives payment from the Owner. In the event this Agreement is terminated, THE ENERGY COALITION will not be responsible for any of Subconsultant’s termination expenses.

2. Termination for Default

THE ENERGY COALITION may terminate this Agreement at any time in the event of: (i) a material failure by Subconsultant in the performance of its obligations under this Agreement; (ii) the abandonment or material failure in the timely performance of its obligations under this Agreement, or (iii) a general assignment by Subconsultant for the benefit of its creditors, the filing of a petition of bankruptcy, appointment of a receiver for Subconsultant’s assets; or other attachment of all or a substantial part of Subconsultant’s assets. If this Agreement is so terminated, THE ENERGY COALITION may, at its option, proceed with performance of the Subconsultant Work in any manner deemed appropriate by THE ENERGY COALITION, and any additional costs incurred by THE ENERGY COALITION in performance of such Subconsultant Work shall be deducted from the amount which would otherwise be due Subconsultant under this Agreement. In such event, Subconsultant shall be liable to THE ENERGY COALITION for any and all claims, damages, losses, costs and liabilities sustained as a result of such default. Subconsultant shall also be liable to THE ENERGY COALITION for all costs, expenses or liabilities of any kind incurred in connection with, or as a result of, termination including, without limitation, reasonable attorney’s fees, regardless of whether proceedings are instituted to enforce the provisions of this Agreement or the Prime Agreement.

3. Suspension

THE ENERGY COALITION may, upon written notice to the Subconsultant, suspend performance of this Agreement upon the exercise of its sole discretion. If any such period of suspension exceeds 6
months in continuous duration, this Agreement may be deemed terminated by Subconsultant, and it may demand payment pursuant to the provisions of Clause V(1) above dealing with termination at will.

Except as directed by THE ENERGY COALITION in writing, and notwithstanding any dispute between THE ENERGY COALITION and Subconsultant that may then exist, Subconsultant shall not suspend its services under this Agreement, or otherwise act or fail to act in such a way as may impact the timely performance of THE ENERGY COALITION under the Prime Agreement.

VI. Subconsultant’s Documents

1. Infringement of Intellectual Property Right

Subconsultant warrants that all of the reports, documents, plans, specifications, memoranda, or other information provided to THE ENERGY COALITION or the Owner under this Agreement or created pursuant to this Agreement (the Subconsultant’s Documents) are the works of independent authorship of the Subconsultant, and do not infringe upon or otherwise violate the rights of intellectual property of any other entity or individual.

2. Ownership of Documents

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), the Subconsultant’s Documents provided to THE ENERGY COALITION or the Owner under this Agreement are the instruments of professional service of the Subconsultant who shall retain all rights of intellectual property attaching thereto. Notwithstanding the foregoing, Subconsultant grants an irrevocable and unlimited license to THE ENERGY COALITION and the Owner to use such Documents for any purpose directly related to or arising out of the Prime Agreement. Subconsultant shall retain copies of all such Documents for their records unless otherwise provided in the Prime Agreement.

3. Delivery of Documents

The Subconsultant shall deliver all of its Documents, whether wholly or partially completed, to THE ENERGY COALITION upon written demand. Such delivery shall be accomplished without regard to any actual or alleged dispute between Subconsultant and THE ENERGY COALITION which may then exist.

VII. Confidentiality

Unless otherwise provided under the Prime Agreement, which shall govern, during the performance of this Agreement and for five (5) years thereafter, Subconsultant agrees to maintain in confidence and not to disclose to any public or private entity or individual, without THE ENERGY COALITION’s prior written consent, any Confidential Information of THE ENERGY COALITION or the Owner. For the purposes of this paragraph, “Confidential Information” shall mean the trade secrets, marketing plans, business plans, designs, drawings, reports, strategies, memoranda, data, findings, material, or other information which is (a) provided to Subconsultant by THE ENERGY COALITION or the Owner, or (b) which the Subconsultant develops or discovers as a consequence of its performance of services hereunder but only where such information was not known to Subconsultant prior to the performance of such services or is otherwise available from a public source. In the event Subconsultant receives a demand for the release of such information pursuant to the operation of law, it shall immediately notify THE ENERGY COALITION in writing of such demand.

VIII. Publicity

Notwithstanding any limitations or guidelines set forth in the Prime Agreement regarding the handling of publicity, Subconsultant and THE ENERGY COALITION agree that each shall provide the other notice of the impending publication of an article, book, manuscript, photograph, or other publication describing or displaying the project associated with the Work. To the extent practicable, Subconsultant
and THE ENERGY COALITION shall give the other credit in any such article, book, manuscript, or
other photograph and shall provide the proposed text of such credit to the other for review and
reasonable modification.

IX. Insurance

Unless additional insurance limits are required under the Prime Agreement (in which case they shall
govern), minimum insurance requirements are as follows. Under all circumstances, the policies of
commercial general liability and commercial automobile liability insurance required to be maintained
by Subconsultant hereunder shall name THE ENERGY COALITION, its agents and employees AND
Los Angeles County, its Special Districts, its officials, officers and employees as additional insured,
shall be primary and non-contributing with any other insurance maintained by THE ENERGY
COALITION and shall provide for a severability of interests.

Subconsultant shall procure and maintain insurance from companies authorized to do business in the
State of California and, except for policies issued on behalf of underwriters at Lloyds of London,
assigned an A.M. Best's rating of no less than A-(IX), and in an amount, and, for such periods, as to
protect THE ENERGY COALITION and Subconsultant against a claim arising out of, or related to, the
performance under this Agreement.

Coverage shall be as follows:
(A) Commercial general liability (ISO Form CG 0001 11/85 or its equivalent), with combined single limits
of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate,
(B) Commercial automobile liability (owned, non-owned and hired) (ISO Form CA 0001 12/90 or its
equivalent, with limits of not less than $1,000,000 per occurrence;
(C) Worker's Compensation Insurance with statutory limits, as required by the state in which the work
is to be performed,
(D) Employer's Liability Insurance of not less than $1,000,000 policy limit; and
(E) Professional Liability Insurance (including environmental liability coverage) of not less than
$1,000,000 per claim and in the aggregate.

Prior to commencing work under this Agreement, Subconsultant shall provide THE ENERGY
COALITION with Certificates of Insurance evidencing compliance with the foregoing requirements,
accompanied by copies of the required endorsements. Certificates shall reference THE ENERGY
COALITION Project Name and Number on the certificates. Certificates of Insurance for commercial
general liability automobile liability, workers' compensation/ employer's liability, and professional liability
insurance shall specify that the insurer shall give the Prime Consultant an unqualified (30) day's
advance written notice prior of any cancellation the policy (except in the event of non-payment of
premium, in which case ten (10) day's notice shall be given).

All coverages required hereunder shall be kept in full force and effect for the term of this Agreement.
Professional liability insurance shall be maintained for an additional, uninterrupted period of at least
three (3) years after completion of the work or for such time period required by the Prime Agreement,
whichever is the longer. Certificates of Insurance shall be provided within thirty (30) days of the
execution of this agreement, and shall be provided within ten (10) days of the expiration of any policy,
evidencing renewal of the required coverages at any time during the period such policy is required to
be maintained by Subconsultant hereunder. Any failure to comply with this requirement shall constitute
a material breach of this Agreement, and THE ENERGY COALITION may withhold payment to
Subconsultant pending a cure of such breach.

X. Indemnification

Unless otherwise set forth in the Prime Agreement, which shall govern, then Subconsultant agrees to
defend, hold harmless and indemnify THE ENERGY COALITION from and against damages,
reasonable attorney’s fees, losses, costs, and expenses which may be incurred as a result of a claim
or claims against it by any other third party to whom Subconsultant is liable, to the extent caused by or
arising out of any negligence or willful misconduct, alleged or otherwise, that is related to
Subconsultant's involvement with the Project or Project property.
XI. Miscellaneous

1. Independent Contractor Status

Consultant shall perform the Work as an independent Contractor and neither the Consultant nor any of its officers, employees or agents shall be the employee or agent of THE ENERGY COALITION. Consultant is not a joint venturer with THE ENERGY COALITION.

2. Subconsultant Representative

Consultant shall designate, in writing, an individual or individuals acceptable to THE ENERGY COALITION who shall have principal supervisory responsibility for the performance of the Work under this Agreement and with whom THE ENERGY COALITION may communicate with respect to the performance of the Work or Consultant’s obligations under this Agreement. At the request of THE ENERGY COALITION, such individual shall attend meetings requested by THE ENERGY COALITION or the Owner concerning or relating to the Work.

3. Subcontracting & Assignment

Subconsultant shall not subcontract all or any part of the Subconsultant Work without the prior written consent of THE ENERGY COALITION and any such subcontract shall not relieve Subconsultant from its obligations to THE ENERGY COALITION, or modify the obligations of THE ENERGY COALITION to Subconsultant including, without limitation, obligations for payment of compensation under this Agreement.

Subconsultant agrees and understands that THE ENERGY COALITION has selected Subconsultant for its specialized expertise, and acknowledges the creation of a relationship of trust and confidence arising out of such selection. Subconsultant shall not assign its duties and obligations under this Agreement under any circumstances.

4. Notice

Any required or permitted notice shall be in writing and shall be delivered either personally or by deposit in the United States mail, first-class postage prepaid, addressed to the party at the address specified for such party below its signature to this Agreement, which addresses may be changed by written notice given in accordance with this paragraph. If notice is given by mail, it shall be deemed to have been received on the third business day after deposit in the United States mail, postage prepaid.

5. Applicable Law & Venue

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), this Agreement shall be governed by and construed in accordance with the laws of the State of California, excepting only its conflicts of laws. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of any provision shall not effect any other provision of this Agreement and the Agreement shall be construed and enforced as if such unenforceable provision were not included.

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), with regard to any suit arising out of, or in any way related to this Agreement, Subconsultant agrees to submit to the jurisdiction of California, courts, and specifically to venue in the applicable court.

6. Conflicts

In the event of any conflict between this Agreement and any of the provisions of the Prime Agreement, the provisions of this Agreement shall control, except to the extent that the Prime Agreement requires
that this Agreement specifically, or all subcontracts generally, contain a provision, or limit, or amount, which is in conflict with one or more of the provisions herein.

7. No Waiver

None of the provisions of this Agreement shall be considered waived by either party thereto unless such waiver is reduced to writing and signed by the party to be charged. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

8. Survivability

All those provisions of this Agreement which by their terms require performance after the termination hereof shall survive such termination. Such provisions shall include, but shall not be limited to, VI(2) Ownership of Documents, VII Confidentiality, VIII Publicity, IX Insurance, X Indemnification, XI(5) Applicable Law & Venue, and XI(6) Conflicts.

9. Performance and Warranty

Subconsultant represents that it is qualified to perform the work and that the services shall be performed in a manner consistent with the best industry practices. Subconsultant warrants to THE ENERGY COALITION and its Owner that all materials and equipment furnished shall be new unless otherwise specified, and that all work under this Agreement shall be of good quality, free from faults and defects, and in conformance with this Agreement.

10. Permits and Licenses

Subconsultant certifies that it is properly licensed in the jurisdiction where the work is being performed and that it has obtained permits, business licenses and such other documents which may be required by the appropriate governmental or other authority having jurisdiction over the work. Subconsultant shall indemnify and hold harmless THE ENERGY COALITION and Owner from any penalties, fees or other charges levied because of the failure of Subconsultant to conform to this provision.

11. Equal Employment and Affirmative Action

Subconsultant hereby agrees to comply with Executive Order 11246, as amended, and its implementing regulations (including the Equal Opportunity clause set forth in Section 202 of such Order) and Section 60-1.4 (a) of the regulations of the Secretary of Labor, Title 41 CFR, Chapter 60, Parts 1 – 60, which are incorporated into this Agreement by reference. In addition, this Agreement incorporates reference the Affirmative Action clauses of the Rehabilitation Act of 1973 at 41 CFR Section 60-741.1, and the Vietnam Era Veterans Readjustment Act of 1974 at 41 CFR Section 60-2050.4, as amended.

12. Retroactive Effect

The terms and conditions of this Agreement shall apply retroactively to the first date upon which Subconsultant began providing services related to the Project, including but not limited to the Subconsultant Work.

13. Compliance with Law

A. No Party to this agreement shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity which is:
   (1) illegal under any applicable laws or regulations, or;
   (2) would have the effect of causing THE ENERGY COALITION or its subsidiaries or affiliates to be in violation of the U.S. Foreign Corrupt Practices Act.

B. In connection with this agreement, no party shall give, offer, promise, or authorize, directly or indirectly, anything of value to
(1) an official or employee of any government, state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as “Official”), including the government(s) of the territories in which work will be performed hereunder;

(2) any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:
   i. influence any official act or decision, or;
   ii. induce an Official to use his or her influence to affect a decision of any government or international organization, or;
   iii. assist the Parties hereto in obtaining or retaining business, or in directing business to any person, or;
   iv. to obtain an unfair advantage for the Parties in any respect.

C. In connection with this Agreement, no Party shall make a contribution to any political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this agreement.

D. Subconsultant shall not retain or engage a third party to carry out sales or marketing obligations in connection with the scope of this Agreement without obtaining THE ENERGY COALITION’s prior written consent. THE ENERGY COALITION reserves the right in its sole discretion to reject a request to engage or retain any such third party.

E. Subconsultant hereby covenants that no officer, director, owners, principal shareholder, family members thereof, agent, representative or employee of Subconsultant is an Official and that Subconsultant shall not employ any Official during the term of this Agreement. Subconsultant further covenants that no Official is deriving any benefit, directly or indirectly, from this Agreement.

F. In no case shall THE ENERGY COALITION be obligated to take any action or make any payment to Subconsultant that would cause THE ENERGY COALITION to suffer a penalty or contravene applicable laws or regulations, including but not limited to the laws of the territories in which work will be performed and those of the United States.

If Subconsultant breaches any of the covenants contained in this section, THE ENERGY COALITION shall have the right to immediately terminate this Agreement without penalty or further payment of any sums due and owing or claimed by Subconsultant hereunder. In such instance, Subconsultant shall indemnify THE ENERGY COALITION for any penalties, losses and expenses resulting from such breach of the provisions of this section.

**AGREEMENT AND ACCEPTANCE**

**THE ENERGY COALITION**

By: __________________________
Print: Craig Perkins
Title: Executive Director
Date: ____________

**SOUTH BAY CITIES COUNCILS OF GOVERNMENT**

By: __________________________
Print: __________________________
Title: __________________________
Date: ____________
Attachment 4
Prime Agreement
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046

See attachment.
I. GENERAL

This Work Order will be effective September 1, 2019. The County of Los Angeles (County) Project Manager (CPM) will issue a Notice-to-Proceed (NTP) prior to any work commencing.

A. Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work (Attachment 1), in compliance with the terms and conditions of Contractor's Master Agreement.

II. PAYMENT/TERM

A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order is [REDACTED] in accordance with the fully burdened hourly rates listed in Pricing Schedule, Attachment 2.

A.1 Additional Staffing Titles

Any work involving additional Staffing Titles are subject to prior written approval by the County.

B. Contractor shall invoice County monthly for work completed in accordance with the terms and conditions of Contractor’s Master Agreement and SOW. All payments shall be made upon approval by the CPM.

C. Contractor shall satisfactorily provide and complete all required deliverables in accordance with the Statement of Work (Attachment 1), notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount set forth in Section II.A, Payment/Term, of this Work Order.
D. Contractor shall submit all invoices under this Work Order to:

   Internal Services Department
   1100 North Eastern Avenue
   Los Angeles, CA 90063
   Attn: Contract Unit Supervisor, Finance, Room 222

E. The initial term of the Work Order will be effective September 1, 2019 through a two-year period, with three (3) one-year renewal options, for a maximum term of five (5) years from award of Work Order. The renewal options will be exercised at the County’s sole discretion.

F. In each year of the Work Order, the total of all amounts actually expended by the County (“maximum annual expenditures”)

G. The awarded Contractor shall notify the County Project Manager (CPM) when the Work Order is within six (6) months from the expiration of the term as provided hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County as stated in the resulting Work Order.

III. SERVICES

Contractor’s signature on this Work Order document confirms Contractor’s awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

A. That is not specified in this Work Order, and/or
B. That utilizes personnel not specified in this Work Order, and/or
C. That exceeds the Total Maximum Amount of this Work Order, and/or
D. That goes beyond the expiration date of this Work Order.
ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

THE ENERGY COALITION

By: __________________________

Name: Craig Perkins

Title: Executive Director

Date: August 29, 2019

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: __________________________

Christie Carr,
Master Agreement Project Director

Date: 8-29-19

Attachments:

1. Statement of Work
2. Pricing Schedule
STATEMENT OF WORK

1.0 STATEMENT OF WORK OVERVIEW

The County of Los Angeles (County) Project Manager (CPM) will issue a Notice-to-Proceed (NTP) prior to Contractor beginning any work. The NTP will include time frame, specific tasks, and a not-to-exceed amount within the Work Order’s Total Maximum Amount.

The Southern California Regional Energy Network (SoCalREN) currently offers a Public Agency Energy Efficiency (EE) Project Delivery Program (PDP), available to any public agency within SoCalREN territory. The PDP serves as a one-stop shop for public agencies to conduct whole building energy efficiency retrofit projects at their facilities. Contractor shall perform all tasks related to this Statement of Work to implement the SoCalREN EE Project Delivery Program.

2.0 TRANSITION PLAN

Contractor shall work with County staff, SoCalREN administration team, and the incumbent implementer to take over the implementation and administration of the SoCalREN’s existing EE Project Delivery Program, which shall include, but not limited to, the following:

- Work with County staff and the incumbent implementer to acquire a thorough understanding of the current program and its processes;
- Undertake all necessary steps to ensure a smooth transition of program implementation with no disruption in the 2019 project pipeline;
- Acquire from incumbent and store all program data relevant to the implementation of the existing program from incumbent implementer;
- Establish and build relationships with existing program participants;
- Contractor shall interview the current program implementer, the interview shall include, but not limited to, the following:
  (a) Current responsibilities, resource, and processes
  (b) Tools used (software, reporting) to track projects
  (c) Needs, areas of concern, key issues to address, and program best practices
- The Transition Plan will be subject to the approval of the CPM. A Transitional Plan schedule shall be submitted to the CPM within 15 calendar days of Work Order execution, and is subject to CPM approval.

3.0 ENERGY EFFICIENCY PROJECT DELIVERY PROGRAM

Upon successful transition from the incumbent implementer, Contractor shall continue to implement the EE Project Delivery Program as directed by the program’s most current effective guidelines approved by County staff and as indicated in the most updated formally approve California Public Utilities Commission (CPUC) implementation plan. Contractor shall be responsible for the following, but not limited to:
• Maintain and track program budget and supply necessary monthly budget information to SoCalREN administration team for required CPUC submittal.
• Track all necessary energy efficiency data and metrics as required by the CPUC and the CPM; supply necessary monthly metrics data to SoCalREN administration team for required CPUC submittal.
• Participate in CPUC- Program Coordination Group (PCG) meetings, including but not limited to meetings with CPUC staff, investor-owned utility staff, and various stakeholders, and participate in any other reverent meetings as requested by the County.
• Provide support for CPUC-regulatory filings when requested by County staff and the SoCalREN administration team related to the implementation of the EE Project Delivery Program.
• Assist County staff and the SoCalREN administration team in the preparation of any responses to CPUC requests for data or information related to the implementation of the EE Project Delivery Program.
• Submit a monthly report to SoCalREN administration and County ISD Staff, detailing overall program status, project pipeline status, budget updates, marketing efforts, performance metrics, and other topics as directed by the County. Monthly report format will be determined by the CPM.
• Assist the County as requested in the development or modification of any implementation plan(s), including strategy and tactic development as well as all launch activities.

3.1 Program Implementation

3.1.1 Contractor shall utilize a multi-phase project delivery process to move agency projects from planning and identification to execution and completion.

3.1.2 Contractor shall attend regularly scheduled and/or as-needed meetings related to the SoCalREN EE PDP Program with County staff, other SoCalREN contractors, IOU or CPUC staff, or any other relevant stakeholders as requested by the County.

3.1.3 Contractor shall participate in a variety of other LGP or IOU or SoCalREN-related meetings with County staff, other SoCalREN contractors, IOU or CPUC staff, and other stakeholders, as requested by the County.

3.1.4 Enrollment and Project Identification: Contractor shall support the enrollment of an agency through a non-binding enrollment form that acknowledges PDP participation, responsibilities, and services. The enrollment must include the process of an initial engagement presentation to introduce SoCalREN Public Agency Programs in coordination with the IOUs, LGP, and other applicable program partners. The enrollment form shall be presented to the agency during this meeting; program services are not offered until the form is signed and returned. Once enrolled, an EE PDP project manager is assigned to the agency to begin the project development process.

3.1.4.1 After enrollment, Contractor shall prepare an agency-wide energy analysis for the agency.

3.1.4.2 The analysis shall provide a portfolio-wide snapshot of energy consumption and cost by sector (i.e. water and wastewater pumping,
street lighting, facilities, and outdoor lighting), and estimates of potential energy and financial impacts of the potential retrofit.

3.1.4.3 Contractor shall support the use of this analysis as a tool to help identify and develop energy efficiency project opportunities. This shall include, but not limited, to the following:

a) Working with enrolled SoCalREN public agencies to identify potential facilities for energy efficiency projects;

b) Conducting detailed energy audits and financial analyses on potential projects;

c) Meeting with public agency staff to review findings of energy audit and financial analysis;

d) Preparing a report and/or power point presentation for public agency staff or elected officials on project details. Reporting shall include, but will not be limited to:
   - Estimated cost savings and energy savings
   - List of measures
   - Financing Plan
   - Project timeline

3.1.5 **Provide Audit and Engineering support:** Once a project is identified, the Contractor shall be tasked with obtaining an agency’s project commitment that communicates program services and records the agency’s commitment to pursue a viable project prior to the investment of limited program resources.

3.1.5.1 EE PDP Contractor’s Project Manager shall work with the designated engineer to complete a detailed facility or site visit and identify a preliminary list of recommended energy efficiency measures to present to the agency.

3.1.5.2 Contractor’s engineer and EE PDP staff shall prepare audit calculations and a project proposal that recommends operational and maintenance improvements and/or upgrades to equipment and controls. The proposal shall detail the business case for the implementation of recommended energy measures by providing estimated project costs, energy bill savings, available incentives, and financing solutions for the package of measures.

3.1.5.3 Contractor shall support the preparation and submittal of an IOU incentive application package to reserve incentives and on-bill financing (OBF) available to the agency if applicable. Other financing options may also be applied for and pursued at this time.

3.1.5.4 The audit phase shall be completed by the Contractor in coordination with applicable program partners, such as IOU LGPs and third-party programs. Contractor shall coordinate among partners to ensure that a robust array of service offerings are provided to the agency, while also improving cost-effectiveness across programs and avoiding duplication of efforts.

3.1.6 **Offer Design and Procurement support to enrolled public agencies:** The EE PDP Contractor shall offer procurement support in the form of supplementary bid package materials and sample language as required.

3.1.7 **Assist in obtaining agency approval and preparing a detail project proposal:** The EE PDP Contractor’s Project Manager shall be tasked to
prepare a detailed project proposal package to assist agency staff with obtaining the necessary approvals for the project, which may include a staff report and draft resolution, scope of work, cost proposal, and any identified utility incentives and/or financing documents.

3.1.8 **Provide construction management support to public agencies:** The EE PDP Contractor’s project management team shall offer construction management support throughout the process, including review of contractor submittals and verification that the work is performed in accordance with the design specifications to ensure the expected energy savings are achieved and incentives are captured.

3.1.9 **Support project completion and close out:** Once the project is installed and verified, the EE PDP Contractor’s team shall work with the agency and contractor to collect the information required to submit the appropriate project close-out information to the applicable resource program so the agency can receive incentives and the savings can be accrued for the project. In addition, the EE PDP Contractor must provide the agency a survey to provide feedback on the impact of program services utilized to complete the energy efficiency project and how the program can improve.

3.1.10 **Capacity Building:** Outside of the project development services, enrolled agencies are able to access expertise, resources, shared procurement strategies, best practices, and lessons learned in order to leverage the collective knowledge and expertise of the SoCalREN to better reduce costs and address common barriers. The EE PDP provides access to resources including project managers, technical advisors, engineering firms, contractors, financial advisory services, utilities, and other industry participants. Regular peer-to-peer sharing is also offered through workshops, newsletters, and other outreach methods.

3.1.11 **Utility Coordination and stakeholder engagement:** Contractor shall coordinate, facilitate, and host regulator meetings and/or conference calls with IOU staff to provide overall PDP updates.

3.1.11.1 For each individual project completed through the PDP, the Contractor shall coordinate, facilitate, and host meetings with IOU and the public agency’s staff to ensure the IOU understands the project details.

3.1.12 **Benchmarking Support Services:** Contractor shall offer benchmarking services to assist public agencies to meet California Benchmarking and Public Disclosure Program requirements and to facilitate the assessment of opportunities for facility improvements, and implement upgrades that result in quantifiable energy savings.

### 3.2 Program Optimization

Concurrent with the implementation of the existing EE Project Delivery Program, the Contractor shall work with the SoCalREN administration and County’s team to develop design improvements to heighten the program’s impact and more efficiently capture energy savings.

3.2.1 For any program changes and design improvements, the Contractor shall:
• Provide SoCalREN administration and County staff with a timeline for implementation of program changes, clearly stipulating deadlines and deliverables, and noting any impacts to the current budget for CPM approval.
• Conduct outreach and provide education to stakeholders and program participants to ensure proper support for the design improvement
• Ensure that any change is compliant with relevant CPUC guidelines
• Provide support to SoCalREN administration and County staff to properly notify CPUC and other stakeholders of the program change.

3.3 Marketing

Contractor shall, using the existing SoCalREN brand and style guide, provide support to County staff and the REN-wide SoCalREN marketing consultant, but not limited to, the following tasks:
• Develop marketing collateral for the EE Project Delivery Program designed to provide education and increase program participation;
• Develop and produce marketing collateral for electronic, print and/or other media pursuant to the terms and conditions of ESSMA; and, further, shall obtain County approval in writing prior to dissemination, and update as needed;
• Research relevant industry events and marketing opportunities and create an event calendar for County staff;
• Maintain and populate a contact list of SoCalREN enrolled public agencies and other relevant stakeholders;
• Send monthly e-blasts to contact list to provide program information and share program successes;
• Quarterly Newsletter
  (a) Compose and distribute a quarterly newsletter to be emailed to all program participants and stakeholders, including, but not limited to, the following information:
  (b) Program updates and upcoming changes
  (c) Program success stories
  (d) Upcoming important dates
  (e) New opportunities for program participation
• As requested by the County, provide PDP programmatic information to SoCalREN’s REN-Wide marketing consultant to assist in the marketing of the SoCalREN DER DAC Program.

3.4 Event Support

3.4.1 Contractor shall assist County staff and the SoCalREN administration team in the preparation for any event or conference related to the administration of EE Project Delivery Program energy efficiency programs.
3.4.2 Contractor shall attend and participate in any event or conference related to public sector or the implementation of the EE Project Delivery Program energy efficiency program administration, as requested by the County.
3.4.3 Contractor shall attend and participate in Local Government Partnership and or local government agency meetings.
3.4.4 Contractor shall monitor for pertinent events, presenting opportunities to County staff, manage tasks associated with ensuring proper representation of the SoCalREN at sponsored and attended events.

3.5 Outreach and Education

3.5.1 Contractor shall develop and implement an outreach strategy targeted to recruit specific program participants: public agencies, energy leaders, industry professionals, and government councils, etc.

3.5.2 Contractor shall conduct outreach events specific to each program participant and shall be designed to educate those participants about their specific role in the program and available opportunities within the program.

3.5.3 Contractor shall develop an outreach strategy specifically targeted for properties in CPUC-designated hard to reach areas and disadvantaged communities.

3.6 Performance Objectives

3.6.1 Contractor shall meet outlined internal annual savings performance targets as approved by County management.

3.6.2 Quarterly evaluations of performance shall be conducted by County staff and Contractor to determine progress towards internal annual performance targets. If such progress is deemed less than anticipated, County staff and Contractor will work together to identify a Corrective Action Plan (CAP). A CAP shall be established, subject to County CPM approval, and adhered to by the Contractor; CAP be reevaluated by the County CPM at the next quarterly performance check-in.

3.7 Underserved and Disadvantaged Communities (DAC) Action Plan

3.7.1 Contractor shall develop an Action Plan to increase projects in CPUC-identified Disadvantaged Communities (DACs). Action Plan shall include, but not limited to:
- Identification of barriers to the completion of projects in DACs;
- Proposed solutions to addressing DAC barriers;
- Outreach plan to EE Project Delivery Program property owners within DACs;
- Education plan for raters, contractors, and building professionals on program opportunities within DACs.

3.7.2 DAC Implementation Plan format will be subject to CPM approval.

4.0 CONTRACTOR ADMINISTRATIVE RESPONSIBILITIES

4.1 Invoicing

Contractors shall adhere to all LAC, IOU, and/or CPUC invoicing policies, guidelines, requirements as applicable based on funding source and are subject to change at any time due to compliance directives. Contractors shall make their best effort to implement such invoice requirement changes as directed by LAC not to exceed 2 billing periods unless otherwise directed. Contractors shall be responsible for correctly accounting for all labor and expenses as applicable per LAC guidelines and/or CPUC guidelines, while assuming full
responsibility and oversight of all sub-contractor invoicing. When funding source is non-
CPUC funds, invoice requirements shall still apply as applicable. Contractors shall adhere to
any funding source invoice and reporting requirements. Contractors shall be required to
adhere to the following monthly invoicing requirements and guidelines.

4.1.1 Contractors and their sub-contractors are required to use the most recent
Invoice Reporting (IR) Tool as directed by LAC staff.
4.1.2 Invoicing shall be monthly and transmitted to LAC no later than the 25th of
the month for the prior month services.
4.1.3 Invoicing periods shall be on a calendar basis starting with the first day in
the month to the last day of the month.
4.1.4 Invoicing shall include all services rendered in the invoice month including
all sub-contractor(s) expenditures.
4.1.5 Invoices for unaccounted expenses, labor, and/or services rendered in
periods of performance prior to the current month being invoiced will not be
accepted after such months invoice has been approved for payment by
County.
4.1.6 Expenses being invoiced shall have been incurred by contractor and/or
sub-contractor.
4.1.7 Expenses for events, conferences, etc. shall not be expensed till such
event has occurred and all final billings have been paid by contractor and/or
sub-contractor.
4.1.8 Deposits such as for event venues, etc. will not be allowed to be expensed
prior to the event concluding. All invoices must be final, no estimations will
be accepted.
4.1.9 Labor and expenses associated with administrative and marketing tasks
which impact the overall SoCalREN shall be identified as SoCalREN in the
IR Tool.
4.1.10 All labor and expense entries must include a detailed description of the
activity being billed for and included for each line as provided for in the IR
Tool.
4.1.11 All expenses must meet County guidelines and receipts shall be provided
for all expenses billed as required by County Expense guidelines.
4.1.12 Contractor will assist County with training the subcontractors on invoice
requirements and submittal.
4.1.13 Contractors shall be required to provide a monthly narrative with the
submittal of their invoice providing a high level report out of all programs
managed including YTD goal and/or metrics status.
Non-Disclosure Confidentiality Agreement
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046

Confidentiality Agreement

This Agreement is entered into by and between The Energy Coalition (hereinafter referred to as "TEC") and South Bay Cities Council of Governments (hereinafter referred to as the "Company"), effective on the date last signed below.

Recitals

A. The TEC wishes to hire the Company on acceptance date to perform services for TEC.

B. TEC desires that the Company enter into this Agreement as a condition of entering into a consulting relationship. In consideration of such relationship, the Company desires to enter into this Agreement.

Agreement

1. Confidential Information and Trade Secrets. The Company acknowledges that it will have access to and acquire the following sensitive information, including, but not limited to, (hereinafter collectively referred to as "Confidential Information"): (a) contract information of customer leads that would be valuable to TEC; (b) how TEC designs, structures, and conducts its business; (c) the sales methods of TEC or the; (d) the pricing methods of TEC or the; (e) the business projections of TEC; (f) the business development and marketing plans and strategies of TEC; (g) financial information of TEC; (h) confidential program related information to TEC, its clients, and its subcontractors; and (i) other confidential information that affects the business of TEC, its clients, and its subcontractors. The Company acknowledges that, to the extent such Confidential Information relates to the business of TEC, its clients, and its subcontractors, and is not generally known to or readily ascertainable by third parties who could obtain economic value from its disclosure or use, the information (a) is confidential, (b) would, if disseminated, materially damage the business of TEC, its clients or its subcontractors, (c) constitutes a trade secret of TEC, its clients, or its subcontractors, and (d) is owned by TEC, its clients or subcontractors, or the Affiliate.

THE ENERGY COALITION recognizes that the Company’s records are subject to the California Public Records Act and that the Company may be required by law to disclose its records in accordance therewith unless an exemption applies. Company shall not be in default of this Agreement if it determines that it is required by law to disclose records, notwithstanding the lack of THE ENERGY COALITION’s written consent.

2. Covenant to Return Information. Promptly upon termination of the consulting relationship for any reason, the Company shall deliver to TEC all Confidential Information in whatever form (whether on paper, computer disk, or other form) in the possession or control of the Company containing any Confidential Information or other trade secrets of TEC, its clients or its subcontractors, including, but not limited to: customer lists; financial information; marketing plans; and pricing information. The Company shall not retain, directly or indirectly, copies of any such information in any form.

3. Covenant Not to Disclose Information. The Company shall not, either during the period of the consulting relationship with TEC or thereafter, use or communicate, divulge, or otherwise disclose to
any person or entity, in any manner inconsistent with the best interests of TEC, any Confidential
Information or other trade secrets of TEC, its clients, or its subcontractors.

4. Remedies. If the Company breaches or threatens to breach any provision of this Agreement,
TEC shall be entitled to an immediate injunction restraining the Company from committing or continuing
the breach. Nothing herein shall be construed as prohibiting TEC from pursuing any other available
remedies, including the recovery of damages, along with attorney fees and costs actually incurred by
TEC as a result of the breach or threatened breach.

5. Parties Bound. This Agreement shall bind, and inure to the benefit of, not only TEC and the
Company and their respective successors, assigns, agents, and personal representatives.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS

By: ________________________________ By: ________________________________
Print: Craig Perkins Print: ________________________________
Title: Executive Director Title: ________________________________
Date: ________________________________ Date: ________________________________
Address: 47 Discovery, Ste 250 Address: 20285 S Western Ave #100,
Irvine, CA 92618 Torrance, CA 90501
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REQUIRED FORMS - EXHIBIT 1
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

SUBCONTRACTOR: South Bay Cities Council of Governments  
Contract No. ESSMA I104421; WO ESS1022A

GENERAL INFORMATION:
The Contractor or Subcontractor (“Contractor”) referenced above has entered into a contract with THE ENERGY COALITION to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor’s Staff) that will provide services in the above referenced agreement are Contractor’s sole responsibility. Contractor understands and agrees that Contractor’s Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor’s Staff’s performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor’s Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor’s Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor’s Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor’s Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor’s Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor’s Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor’s Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor’s Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor’s Staff for the County.

Contractor and Contractor’s Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between- THE ENERGY COALITION and the County of Los Angeles. Contractor and Contractor’s Staff agree to forward all requests for the release of any data or information received to County’s Project Manager.

Contractor and Contractor’s Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor’s Staff under the above-referenced contract. Contractor and Contractor’s Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor’s Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor’s Staff shall keep such information confidential.

Contractor and Contractor’s Staff agree to report any and all violations of this agreement by Contractor and Contractor’s Staff and/or by any other person of whom Contractor and Contractor’s Staff become aware.

Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject Contractor and Contractor’s Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: ___________________________ DATE: ______________

PRINTED NAME: ______________________________

POSITION: ________________________________
REQUIRED FORMS - EXHIBIT 2
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
   b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

______________________________
Proposer Name

______________________________
Proposer Official Title

______________________________
Official’s Signature

Cert. of No Conflict of Interest
The Proposer certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and

3) it is not on the County’s Executive Office’s List of Terminated Registered Lobbyists.

Signature:_________________________________     Date:__________________________
REQUIRED FORMS - EXHIBIT 4
PROPOSER’S EEO CERTIFICATION

South Bay Cities Council of Governments
Company Name

20285 S Western Ave #100, Torrance, CA 90501
Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, medical condition, or any other category protected by State or federal employment law, in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION YES NO

1. Proposer has written policy statement prohibiting discrimination in all phases of employment. ( ) ( )

2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. ( ) ( )

3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. ( ) ( )

4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. ( ) ( )

___________________________________________  ______________________________
Signature  Date

___________________________________________
Name and Title of Signer (please print)
REQUIRED FORMS - EXHIBIT 5

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.
   _____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.
   _____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
   _____ YES _____ NO _____ N/A (Program not available)

Proposer’s Organization: __South Bay Cities Council of Governments______________________

Signature: ______________________________________________________________________

Print Name: _____________________________________________________________________

Title: ________________________________________ Date: __________________________

Telephone No: _____________________________ Fax No: ____________________________
The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: South Bay Cities Council of Governments
Company Address: 20285 S Western Ave #100
City: Torrance State: CA Zip Code: 90501
Telephone Number: 
Solicitation For Subcontract Services: WO ESS1022A, ESSMA l104421

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Title:
Signature: Date:
REQUIRED FORMS - EXHIBIT 7
CHARITABLE CONTRIBUTIONS CERTIFICATION

South Bay Cities Council of Governments
Company Name

20285 S Western Ave #100, Torrance, CA 90501
Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts “CT” number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

__________________________  ____________________________
Signature                  Date

__________________________
Name and Title of Signer (please print)
CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFaulTED PROPERTY TAX REDUCTION PROGRAM

Company Name: South Bay Cities Council of Governments
Company Address: 20285 S Western Ave #100
City: Torrance State: CA Zip Code: 90501
Telephone Number: Email address:
Solicitation For __Subcontract__ Services: WO ESS1022A, ESSMA I104421

The Proposer/Bidder/Contractor certifies that:

□ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

□ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

______________________________________________________________________
______________________________________________________________________

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Title:
Signature: Date:
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into as of January 23, 2020 by and between the South Bay Cities Council of Governments, a joint powers authority ("SBCCOG") and the Siembab Corporation ("Contractor").

RECITALS:

A. The parties previously entered into Professional Services Agreement dated November 15, 2018 ("Agreement"), wherein the SBCCOG retained the services of Contractor to perform various tasks.

B. The parties now desire to extend the time for work on the Caltrans Slow Speed Feasibility Study and add an additional task order for work on the South Bay Fiber Network. In addition, the SBCCOG has moved their offices necessitating the need to update the address on the master agreement needs.

NOW THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. #6 – Addresses for the SBCCOG amended as follows:
   South Bay Cities Council of Governments
   2355 Crenshaw Blvd, Suite 125
   Torrance, California 90501
   Attention: Jacki Bacharach, Executive Director

2. Exhibit A – no cost time extension for work on the Caltrans Slow Speed Feasibility Study to December 31, 2020

3. New Exhibit C added to include a scope of work for application planning for the South Bay Fiber Network

In all other respects, the Agreement as amended is hereby reaffirmed and in full force and effect.

The Siembab Corporation

By: ______________
   Walter Siembab, President

South Bay Cities Council of Governments,
a joint powers authority

By: ______________
   Christian Horvath, Chair

ATTEST:

____________________
Secretary
Exhibit C - Task Order #3

South Bay Fiber Network (SBFN): Applications Development Phase 1

Review a range of resources – trade press, newspapers, technical reports, corporate Web sites, multi-jurisdictional consortia, “smart city” case studies, and municipal-focused newsletters and magazines – in order to identify leading experts, technology firms and applications in priority areas relevant to South Bay cities.

The initial priority areas include transportation, GIS, municipal corporate efficiencies, economic development and telepresence. Specific priority application areas will include telemedicine, telehealth, distance education and e-government.

This Task will produce a report by May 1, 2020 on findings and a plan for next steps for developing applications that will use the SBFN. One of those next steps will engage the cities on setting priorities and identifying barriers to implementation.

The total cost will not exceed $20,000. This task order will terminate with the master agreement on December 31, 2020.

All compensation will be funded through grants received and in no event shall exceed the total amount designated for the tasks described.
South Bay Cities Council of Governments

January 23, 2020

TO: SBCCOG Board of Directors

FROM: Steering Committee

RE: Actions of Steering Committee since last Board meeting

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

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

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

• Amendment to Contract with Southern California Gas Company for an additional year for $100,000 for SBCCOG
• Amendment to the Metro Express Lane Contract for Outreach Program Services for an additional year for $48,000 for SBCCOG
• Amendment to the West Basin Municipal Water District contract to modify Task 3 and add $39,000 to the current scope of work for a total of $207,980

In January, the Steering Committee took the following actions to approve:

• Appointment of Palos Verdes Estates Councilman Kenneth Kao as the alternate for the Santa Monica Bay Restoration Commission
• Working with our cities and others in the region to promote regionalization of airports in the region to reduce impacts on our area.

More information on these items is available on request.

RECOMMENDATION

Receive and file
South Bay Cities Council of Governments

January 23, 2020

TO: SBCCOG Board of Directors
FROM: SBCCOG Steering Committee
SUBJECT: Office Move Update

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
Preparations for the move to Park Del Amo at 2355 Crenshaw Boulevard in Torrance (corner of Crenshaw and Sepulveda Boulevards) continue. The following are updates:

- **Lease Agreement** – The lease agreement was fully executed by the Landlord on September 5, 2019. On December 23rd, Colliers International informed SBCCOG staff that the new owner is willing to move forward with the agreed upon terms for the additional space after January 1st. In October 2019, the SBCCOG Board approved this additional space to accommodate projected program growth.

- **Construction at Park Del Amo** – On December 23rd, sound insulation upgrades and brackets for hanging equipment were agreed upon and will be incorporated into the construction plans. They were an additional expense of $9,719 but are within budget. At this time, it appears to be on schedule for move in late February.

- **Vacating Current Space** – Staff completed the move out of the Maritz space on 11/26/19. Network cabling and monument signage at the street have been removed. Maritz staff indicated that no final walkthrough is needed and follow-up items will be handled via email. Our security deposit was returned at an amount of approximately $10,000.

- **Temporary Office Space** – Staff is now located at the San Pedro office building of L.A. Councilmember Buscaino – 638 Beacon Street. Internet, printing capabilities, and workstations have been setup and staff is working out of this space. The space is available from November through March at no cost.

- **Office Furniture** – Office furniture, which will be used for the new space, has been placed into storage. This furniture is a combination of items that are SBCCOG owned and those donated by Maritz. Beyond furniture already owned by the SBCCOG, staff has identified the need to purchase 10 staff desks, 20 Board Member chairs, 16 conference tables, and 1 reception desk which is estimated to cost approximately $15,000 (inclusive of tax, delivery, and tariff fees). Staff will finalize items to purchase in January and will coordinate delivery with the completion of the new office. A subsequent furniture purchase (still within the overall move budget) may be needed after move-in to the new office and as needs are identified.

- **Movers** – Mover Services Inc. was selected based on favorable reviews and prices. Their team arrived on time and was very professional. Storage of SBCCOG items has been coordinated through March to accommodate any potential delays in move-in to the Park Del Amo office.
- **Relocation of I.T. Network and Connected Devices** – Xerox and Internet services are available in the San Pedro office. Arrangements have also been made for I.T. installation and Xerox relocation for the Park Del Amo office and will be completed upon buildout of the space.

- **South Bay Fiber Network (SBFN)** – SBCCOG staff continues to work with the fiber contractor and the landlord to connect the new office to the SBFN. Staff will also work to identify interim internet services should SBFN service not be ready upon move-in to the new office.

**ESTIMATED CALENDAR** – projected key dates

- **Jan. 1:** Office construction continues
- **Jan. 15-31:** Office furniture purchased
- **Feb. 1-15:** Office construction completed
- **Feb. mid/late:** Move in office furniture
- **Mar. 1:** First workday in new office

**BUDGET**

Below is the estimated budget and balance based on information currently available. The chart will be updated as actual costs are incurred and any additional items are identified.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Estimate</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Deposit – Park Del Amo</td>
<td>$13,362.39</td>
<td>$13,362.39</td>
</tr>
<tr>
<td>I.T.</td>
<td>$24,754.00 (includes additional Xerox costs)</td>
<td>$1,650.00 (De-cabling)</td>
</tr>
<tr>
<td>Moving Costs</td>
<td>$11,000.00 (not to exceed)</td>
<td>$2,116.87 (Deposit on total move)</td>
</tr>
<tr>
<td>Signage Removal at Maritz Building</td>
<td>$410</td>
<td>$410</td>
</tr>
<tr>
<td>Construction Alternates (sound insulation for specified walls)</td>
<td>$9,719</td>
<td></td>
</tr>
<tr>
<td>New office furniture (estimate)</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>$74,245.39</strong></td>
<td><strong>$17,539.26</strong></td>
</tr>
<tr>
<td><strong>TOTAL BUDGET</strong></td>
<td><strong>$100,000.00</strong></td>
<td><strong>$100,000.00</strong></td>
</tr>
<tr>
<td><strong>BUDGET REMAINING</strong></td>
<td><strong>$25,754.61</strong></td>
<td><strong>$82,460.74</strong></td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

Receive and file this update and provide direction to staff, if any.

Prepared by:
Kim Fuentes, Deputy Executive Director
David Leger, SBCCOG staff
South Bay Cities Council of Governments

January 23, 2020

TO: SBCCOG Board of Directors

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

SUBJECT: Environmental Activities Report – December 2019

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

Climate Adaptation
The SBCCOG is scheduling meetings with city staff in January and February to discuss Climate Adaptation strategies. The goal of these meetings is to assist each city in selecting a suite of adaptation strategies which address the climate risks identified in their Vulnerability Assessments. In addition, the SBCCOG is presenting city vulnerability assessments to the City Councils of interested cities – Rancho Palos Verdes is scheduled for January.

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

<table>
<thead>
<tr>
<th>Agency</th>
<th>Project</th>
<th>Therm Savings</th>
<th>Incentive</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Carson (12 sites)</td>
<td>DI Install - aerators, showerheads</td>
<td>TBD</td>
<td>TBD</td>
<td>Waiting on numbers from SoCalGas.</td>
</tr>
<tr>
<td>City of Hawthorne (1 site)</td>
<td>DI Install - showerheads, pipe insulation</td>
<td>TBD</td>
<td>TBD</td>
<td>Waiting on numbers from SoCalGas</td>
</tr>
<tr>
<td>City of Manhattan Beach (6 sites)</td>
<td>DI Install - aerators, showerheads</td>
<td>TBD</td>
<td>TBD</td>
<td>Waiting on numbers from SoCalGas</td>
</tr>
<tr>
<td>Torrance USD</td>
<td>Pool heaters</td>
<td>TBD</td>
<td>TBD</td>
<td>Ken P. working on the application.</td>
</tr>
<tr>
<td>Torrance City Hall</td>
<td>Space heating boiler + controls</td>
<td>TBD</td>
<td>TBD</td>
<td>Project out for bid.</td>
</tr>
</tbody>
</table>

Total Therms Identified 71
Energy Efficiency Partnership Program – Southern California Edison (SCE)

2019 Energy Saving Goal: 1,459,446 kWh 2019 Status: 228,755 kWh % of GOAL: 16%
2019 Demand Reduction Goal: 256 kW 2019 Status: 24 kW % GOAL: 9% (final numbers will be available late Jan/Feb)

December is the last month for the SCE partnership. Staff worked to facilitate the park lighting projects as well as assist cities in completing streetlight projects. The SBCCOG met with the Regional Energy Network to secure a contract to replace SCE support for coordination on municipal energy efficiency projects. The current project pipeline along with the city Energy Leader Partnership (ELP) tier levels are listed below. Final kWh and kW savings information will be obtained in late Jan. or early Feb. It is anticipated that goals will be exceeded.

<table>
<thead>
<tr>
<th>City</th>
<th>Current ELP Tier Level</th>
<th>Energy Efficiency Measures (EEMs)</th>
<th>Estimated Completion Date</th>
<th>Estimated kWh savings</th>
<th>Estimated Incentive ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carson</td>
<td>Platinum</td>
<td>LED Streetlights</td>
<td>Q4/19</td>
<td>588,596</td>
<td>$234,752</td>
</tr>
<tr>
<td>El Segundo</td>
<td>Gold</td>
<td>LED Sports Lighters</td>
<td>Q4/19</td>
<td>733,452</td>
<td>$124,687</td>
</tr>
<tr>
<td>Gardena</td>
<td>Gold</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>184,396</td>
<td>$31,347</td>
</tr>
<tr>
<td>Hawthorne</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>78,125</td>
<td>$13,281</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>29,574</td>
<td>$5,915</td>
</tr>
<tr>
<td>Inglewood</td>
<td>Platinum</td>
<td>Chiller VFD/HVAC Controls</td>
<td>Q4/19</td>
<td>238,000</td>
<td>$63,645</td>
</tr>
<tr>
<td>Manhattan Beach</td>
<td>Platinum</td>
<td>LED Sports Lighters</td>
<td>Q4/19</td>
<td>305,597</td>
<td>$121,191</td>
</tr>
<tr>
<td>Palos Verdes Estates</td>
<td>Platinum</td>
<td>Streetlights (LS-1 to LS-2 conversion)</td>
<td>Q4/19</td>
<td>517,922</td>
<td>$103,584</td>
</tr>
<tr>
<td>Rancho Palos Verdes</td>
<td>Platinum</td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>33,739</td>
<td>$7,240</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>Gold</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>381,513</td>
<td>$64,857</td>
</tr>
<tr>
<td>Rolling Hills</td>
<td>Gold</td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>42,311</td>
<td>$7,193</td>
</tr>
<tr>
<td>Torrance</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q2/20</td>
<td>841,894</td>
<td>$143,122</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interior LED Lighting</td>
<td>Q2/20</td>
<td>837,954</td>
<td>N/A</td>
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<tr>
<td></td>
<td></td>
<td>VFD &amp; Pump Motor</td>
<td>Q4/19</td>
<td>172,003</td>
<td>$29,240</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interior LED Lighting</td>
<td>Q4/19</td>
<td>16,741</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>6,240,114</td>
<td>$1,250,926</td>
</tr>
</tbody>
</table>

*SCE/SCG Strategic Plan Funding:* Staff along with the energy engineer continue to work on city benchmarking reports. A meeting was held with Torrance staff. The energy engineer benchmarked 7 facilities and connected 400 utility accounts to the Energy Star Portfolio Manager tool. The final report was completed.

*YGRENE – PACE:* Proceeds from Ygrene for 2019 Q3 = $124.88. Total since the program start in 2015 = $8,806.50. Payment for 2019 Q4 is expected in Feb 2020 and will be reported out in March 2020.
HERO – PACE: SBCCOG continues to promote PACE financing for homeowners. Beginning this quarter, Western Riverside COG will issue quarterly reports with the next one in March 2020. Proceeds from HERO for 2019 Q3 = $363.89. Proceeds for 2019 Q4 will be reported out in March 2020 at the same time the quarterly report is received. Total since program start in 2014 = $30,945.67.

CA Green Business Network (CAGBN) & South Bay Green Business Assist Program (GBAP):
(Contract period August 1, 2019 – March 2020)

- Contract goals - City of Hawthorne: 20 certified green businesses; Status of goals: 15 certified businesses
- Contract goals - City of Torrance: 15 certified green businesses; Status of goals: 8 certified businesses

CAGBN – SBCCOG staff continues to assist CAGBN cities of Hawthorne and Torrance with certifying businesses and continues to conduct outreach. During the month of December, SBCCOG staff conducted 2 assessments for businesses in Hawthorne and 1 in Torrance. Appointments have been confirmed for 2 additional business assessments next month.

As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (53), Lawndale (27), Hawthorne (38), Redondo Beach (16), El Segundo (15), Gardena (15), Carson (12), Inglewood (10), Manhattan Beach (8), Palos Verdes Estates (7), Rancho Palos Verdes (7), Hermosa Beach (5), Rolling Hills Estates (4), Lomita (3), Lennox (2), and Los Angeles County – Community of Westmont (1) for a total of 222 businesses in the program as of the end of December 2019.

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

Task 1. Educational Outreach Support

- Exhibit Events
  - Contract goal: 100 exhibit events, presentations, workshops, networking opportunities, etc.
  - Status of goal: 67 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of December

- Water Bottle Filling Station Program
  - Contract goal: To assist with identifying locations for stations.
  - Status: Public sites are eligible to install two (2) water bottle filling stations for the same Tax ID.
  - SBCCCOG continues to reach out to potential sites and coordinate with West Basin staff for program updates.

Task 2. Support for Workshops & Events

- Educational Classes
  - Contract goal: minimum of 5 and a maximum of 10
  - Status of goal: 4 completed; an additional 5 classes are in the planning stages, with the next one scheduled on March 5, 2020 in Carson.
Rain Barrel Giveaway

**Contract goal:** 5 events

**Status of goal:** 2 completed; 1 scheduled in January (El Segundo), 1 scheduled in February (Hermosa Beach), and 1 scheduled in March (Gardena); 1 additional to be scheduled in Inglewood

Task 3. Cash for Kitchens

**Contract goal:** Target 73 commercial kitchens.

**Status of goal:** 1 water survey completed

Staff met with West Basin to discuss Cash for Kitchens program which is relaunching in Jan. 2020. SBCCOG staffs’ main focus is to follow up with kitchens already engaged since July 1, 2019.

Task 4. IRWMP & Measure W Assistance

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

**Status of goal:** Staff will be attending upcoming meetings.

Task 6. Disadvantaged Communities (DAC) Water-Energy Savings Program

**Status:** SBCCOG and WBMWD staff met on December 16 to discuss the program which will be relaunched in early 2020. The name of the program has changed to “Change and Save”. Monthly check-in phone call meetings will be held with the consultant, WBMWD, and the SBCCOG.

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

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

**Contract goal:** as requested

**Status of goal:** 5 completed; 3 scheduled between January and April 2020

Task 2: Cash for Kitchens

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

**Status of goal:** 2 water survey completed; 4 follow-up site visits completed

Water Replenishment District of Southern California (WRD) **Contract year is July 1, 2019-September 30, 2020.**

Ongoing promotion of WRD programs continues through the SBCCOG’s e-newsletters, other social media channels, and events during the month of December.

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

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

**Status of goal:** 67 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of December

**Contract goal:** 1 training for SBCCOG Volunteers on LACSD programs - **Status of goal:** GOAL MET

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

**Status of goal:** 1 has been completed
SBCCOG staff continues to reach out to community organizations to schedule presentations. In addition, SBCCOG staff coordinates with LACSD regularly to promote their programs.

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

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

The new contract is anticipated to start in January 2020 after SBCCOG approval.

**Transportation**

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

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

Status of goals: 47 outreach events; 3 vanpool or rideshare meetings; 1 Survey Engagement

The SBCCOG continued to follow-up on the City of Torrance’s Rideshare event as well as the City of Carson’s Rideshare and Vanpool event. Work continued to design survey instruments for posting after the first of the year. SBCCOG staff met to create communications strategies to support the Shared Mobility Outreach efforts for the new year. Metro Shared Mobility materials were distributed at 2 SBCCOG Outreach events. SBCCOG reached out to Metro staff for a formal briefing to be held in early January.

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

In December, SBCCOG Steering Committee approved the new MEL Contract: $48,000 per year; renewable by Metro for 2 additional years. SBCCOG staff will include MEL outreach materials and information in its outreach and communications efforts beginning in January 2020.

**II. MARKETING, OUTREACH, & IMPLEMENTATION**

**Workshops, Trainings, & Exchanges**

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

<table>
<thead>
<tr>
<th>Event Date</th>
<th>Event Name</th>
<th>No. Attended/No. of RSVPs</th>
<th>Marketing Info. (how did they hear about the Workshop)</th>
<th>Staff Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/14/19</td>
<td>California Friendly Landscape Class - Torrance</td>
<td>19/44</td>
<td>Email: 35, Flyer: 2, Friend or Family: 4, Local Publication: 1, Website: 1, Other: 1</td>
<td>MS</td>
</tr>
</tbody>
</table>

**Outreach Events**

In December
- 1 residential workshop
- 2 networking opportunities
- 1 business event
For the period July 1, 2019 through December 2019 (revised to account for outreach not previously captured in past months):

- 22 community events
- 8 business events
- 2 presentation
- 3 SCE Seminars
- 12 residential workshops
- 20 networking opportunities

Media

Social Media (during the month of December)

- **SBCCOG -- Totals for Social Media (SBCCOG) (top tweet – right)**
  - Twitter: 238 followers total, 2,400 impressions*
  - Facebook: 116 likes total, 130 impressions

- **SBESC -- Totals for Social Media (top tweet – right)**
  - Twitter: 551 followers total, 4,200 impressions*
  - Facebook: 751 likes total, 371 impressions
  - LinkedIn: 129 followers total, 95 impressions

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

Earned Media/Articles/Network TV

- “On local government by Bob Pinzler” – *Easy Reader News* (12/12/19) [https://easyreadernews.com/on-local-government-12-12-19/](https://easyreadernews.com/on-local-government-12-12-19/)


Volunteer Program

*Status of Program:* 10.0 hours for December 2019; 2019 thus far = 1,301.39 hours;
   	Grand total as of 12/31/2019 - 20,101.67 (starting April 2008)
South Bay Cities Council of Governments

January 23, 2020

TO: SBCCOG Board of Directors

FROM: Steve Lantz, SBCCOG Transportation Director

RE: SBCCOG Transportation Update Covering December 2019

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

FEDERAL

Trump Signs $1.4 Trillion FY 2020 Spending Package, Averting Shutdown
President Trump on December 20th signed two spending packages totaling $1.4 trillion, averting a government shutdown at midnight. The bills included all 12 annual appropriations bills for the 2020 fiscal year that started October 1st.

The bills also include a slew of tax cuts, extending expiring and expired tax breaks, and eliminating other taxes that amount to an additional $426 billion in lost revenue, bringing the total cost of the bill to more than $1.8 trillion.

The government spent the first quarter of the fiscal year operating on a continuing resolution that was set to expire on December 20th. Congress dismissed most of the President’s budget requests to reduce domestic spending and increase military spending and ultimately agreed to a deal that would increase spending on both defense and non-defense significantly for both 2020 and 2021. In the final deal, Congress again refused Trump’s $5 billion border wall request, instead leaving a flat $1.375 billion for physical barriers in circumscribed areas.

Transportation funding also benefited in the bills. Tucked in one of the measures is $1 billion for the Better Utilizing Investments to Leverage Development, or BUILD, grants. In addition, the Federal Motor Carrier Safety Administration would receive $679 million, $12 million above the 2019 enacted level. However, overall under the domestic spending bill, the U.S. Department of Transportation would receive $86.2 billion, a decrease of about $324 million from the 2019 enacted level. Related to trucking policy, the measure would prohibit funding for the enforcement of the electronic logging device mandate for livestock or insect haulers. Under the bill, FMCSA also would be required to update inspection regulations for rear underride guards.

The bill also directs the Federal Motor Carrier Safety Administration (FMCSA) to comply with certain recommendations by the National Academies of Sciences, Engineering, and Medicine
before making Compliance, Safety, Accountability (CSA) data available to the public. These data are essential to FMCSA’s Safety Measurement System, a tool used by the agency and its State partners to evaluate a carrier’s safety performance and determine any appropriate enforcement actions. The program performs the data analysis required for metrics designed to calculate commercial transportation performance on the highways and to establish the congressionally-mandated trucking industry self-insurance program.

The bill also would provide $49.3 billion for the Federal Highway Administration, $17.6 billion for the Federal Aviation Administration, $12.9 billion for the Federal Transit Administration, $2.8 billion for the Federal Railroad Administration and $989 million for the National Highway Traffic Safety Administration.

U.S. DOT Awards $423 Million In Bus Grants; None In Southern California
The Federal Transit Administration (FTA) awarded 94 discretionary transit infrastructure grants from FTA’s Grants for Buses and Bus Facilities Program totaling $423 million in 42 states and the District of Columbia. None of the discretionary grants were awarded to L. A. County transit operators.

Demand for FTA’s Grants for Buses and Bus Facilities Program far exceeded available funds, as FTA received applications for 318 eligible projects totaling approximately $1.9 billion in funding requests, from a total of 270 applicants in 43 states and territories.

FCC Proposes Limits On Transportation Wi Fi Capacity; Wonky, But Important
The Federal Communications Commission (FCC) is circulating a proposed rulemaking that would reduce by 40% the amount of broadband set aside for vehicle-related communications and open it up instead to the general public.

FCC officials justified taking a “fresh look” at the 5.9 GHz band to free up more bandwidth for wireless connectivity and innovative applications to homes and because a second band at 75 MHz set aside for the transportation sector has gone largely unused since it was reserved in 1999. Critics say the bandwidth will be needed for critical communications between autonomous vehicles. Vehicle-to-vehicle (V2V) technology is already advancing in both the passenger and commercial vehicle sectors, with demonstration projects already in “more than half the states”.

The Intelligent Transportation Society of America, a research group that also deploys mobility technology, warned that the move, if finalized during the rulemaking process, would put drivers and pedestrians at risk. The American Trucking Association (ATA) had recommended the FCC not advance the plan after it was made public, pointing to the safety benefits that could be lost as cars and trucks increasingly rely on wireless communications that are not connected to pedestrians, bicyclists and other users of the road.

Federal Standards for Self-driving Vehicles Still Pending In Congress
Congress failed to roll out comprehensive legislation in 2019 that would create federal standards for self-driving cars despite growing pressure from industry groups and agencies that have been pushing for a federal regulatory framework to address the testing and use of autonomous vehicles.
During 2018, measures were introduced in both the House and Senate. However, both the SELF DRIVE Act and the AV START Act stalled out in the Senate at the end of 2018, following sustained opposition by a group of Senate Democrats, who had concerns around safety and security language in the bills. Both the Senate Commerce Committee and House Energy and Commerce Committee held hearings and solicited feedback on language for legislation around self-driving cars in recent months, but as of the end of the year, no bills have been introduced by the bi-partisan group of legislators.

The House Energy and Commerce Committee, which originally authored and approved the SELF DRIVE Act, began circulating draft language compiled by staff from both committees for a new bill to stakeholders late last month. The draft language is very similar to the SELF-DRIVE Act and includes the establishment of a “Highly Automated Vehicle Advisory Council” within the Department of Transportation to evaluate issues related to self-driving cars and address federal regulation around the testing of autonomous vehicles.

Despite feedback from various groups and agencies, there are ongoing concerns about cybersecurity and data privacy and there is no schedule for introduction of self-driving cars legislation in either the House or Senate.

When the Department of Transportation (DOT) released its “Automated Vehicles 3.0” strategy in 2018 for addressing the rollout and testing of self-driving cars, DOT vowed to work with agencies including the departments of Commerce, Homeland Security and Justice, along with the Federal Communications Commission, the Federal Trade Commission and industry experts to manage cyber risks.

STATE

CA DMV To Allow Autonomous “Light-Duty” Trucks To Be Tested On CA Roads
The DMV released its final rules in December for companies that want to test “light-duty” (under 40,000 pounds) delivery vehicles. It will begin approving applications for testing in January, after which Californians may see autonomous delivery vehicles on their streets.

The regulations cover testing both with a driver present and without. As with currently allowed testing of autonomous vehicles, there are rules about operator training and reporting “disengagements.” With vehicles that have no driver in them, there are additional rules about keeping a communication link between the vehicle and the remote operator and having a plan for “interacting with” law enforcement.

The DMV rules do not limit the number of vehicles a remote operator can be manage at any one time. Beyond the vague “law enforcement interaction plan” there is no blanket rule on liability or on statewide principles that should guide planning for autonomous vehicles.

While 65 companies currently have permits to test autonomous vehicles on California roads, only one—Waymo—has a permit to test without a driver aboard. It remains to be seen whether allowing the testing of delivery vehicles will increase interest in the permits.
New Caltrans Inspector General Reports $13 Million In Wrongful Spending

In the fiscal year that ended June 30, Caltrans Inspector General’s auditors found more than $13 million in “disallowed” expenditures reported by state and local government agencies and has recouped $1.3 million to date. The amount of disallowed costs was a small portion of Caltrans’ $14.2 billion budget.

The report, an annual requirement under SB 1, includes the findings of some 70 audits and 400 reviews conducted by the Inspector General’s office during the last year. In some cases, auditors said contractors overcharged state and local agencies for labor and overhead costs and consulting work. In others, auditors said spending on construction work was not supported by documentation. The Southern California Association of Governments had disallowed information technology contractor billings, as well as other charges that were made after a contract expired.

CARB Considers Sweeping Electric Truck Regulation

The California Air Resources Board (CARB) heard four hours of testimony from more than 100 speakers on December 12th related to its proposed Advanced Clean Trucks Regulation that would require medium- and heavy-duty trucks and buses to transition to zero-emission vehicles over the next decade.

The proposal is billed as landmark for its focus of production of the vehicles and CARB’s potential ability to transform a major component of the transportation sector, and one that is producing a disproportionate amount of air-pollution and greenhouse gas emissions throughout the state.

REGION

Metro Plans How To Close Billion-Dollar Funding Gaps On Major Rail Projects

At least three planned rail projects in Southern California are facing a significant funding gap due to significantly higher than expected construction bids, underscoring the challenges of Metro’s ambitious rail development plans.

Metro wants at least five ribbon-cuttings in the next decade, including the Westside subway to UCLA, the downtown Regional Connector subway, and the Crenshaw/LAX lines currently under construction. In addition, Los Angeles Mayor Eric Garcetti and other Metro board members are pushing to finish four more major projects before 2028: a $13 billion line through the Sepulveda Pass, a $5.8 billion rail line from the LA CBD to Artesia, a $6 billion Eastside extension of the Gold Line, and a $1.2 billion Green Line extension to Torrance.

The new lines would need to start heavy construction by 2023 to have a chance of opening before the Olympics. Assuming the costs don’t rise, accelerating those lines would require $3.3 billion more for construction, interest on an additional $10 billion in debt financing and $1.2 billion to operate the lines earlier than originally planned.

In addition to traditional financing strategies, Metro is looking for construction financing from the private sector, an arrangement that's common in Europe but new for Metro.
Under a typical public-private partnership, a firm would be hired to build, operate and maintain a line for as long as 35 years. The model could work on the Sepulveda Pass and Artesia lines since the companies hired to build the line would provide some capital during construction, which would address Metro's immediate funding gaps. In return, Metro would pay the contractor a lump sum when the line opens, and a monthly fee for the next three decades or so.

Although the payments would likely carry a higher interest rate than Metro would be charged in the bond market, Metro expects those increased financing costs could be canceled out by transferring cost-overrun risk to the private company and saving on inflation by opening the project more quickly. It remains to be seen whether the private companies will charge a premium to accept the riskier contracts and whether acceleration of construction will save more than it will cost to operate the lines earlier than planned.

Los Angeles International Airport is using a public-private partnership to build the people mover train that will carry riders between a Metro station and the airport's central terminal area. The contractor will receive $4.9 billion to build the project and operate it for 25 years, with stiff penalties in the contracts for overruns and delays.

Critics say that by setting optimistically low budgets, Metro has promised more projects than it delivered since 1980 despite funding from four sales tax increases.

Metro To Study Toll Lanes On I-405 Through Sepulveda Pass From U. S. 101 To I-10

L. A. Metro spent 4½ years and more than $1.6 billion to widen the 405 Freeway through the Sepulveda Pass. Now, the carpool lane born from that mega-project is facing a major change of its own: tolls. L. A. Metro on December 5th hired an engineering firm to study how to convert the I-405 carpool lane through the Sepulveda Pass into a toll lane that would grant access to single-occupancy drivers for a fee.

The toll lanes would run between U. S. 101 Freeway in the San Fernando Valley and the I-10 Freeway in West L. A. The three-year, $27.5-million study will examine whether the toll route should have one or two lanes in each direction. Metro widened the freeway through the Sepulveda Pass to accommodate carpool lanes. The 405 will not be widened again to accommodate the toll lanes and Metro will not convert any existing general-purpose lane into a toll lane.

Engineers will study the available space on the freeway to determine whether Metro could squeeze in a second lane in each direction by converting the carpool lanes and using auxiliary areas or narrowing the existing lanes. If there proves to be space for only one toll lane in each direction, Caltrans would increase the toll-free occupancy requirements for carpooling on the 405 to three people per vehicle. Metro is also soliciting a separate study of how much drivers would be willing to pay, which will help set the tolls for the toll lane.

All carpool and toll lanes that receive federal funds are required to maintain average speeds of 45 mph at least 90% of the time during peak periods. Less than 30% of the lanes in California meet that goal, and the percentage is even lower in Los Angeles County, according to Caltrans. No portion of the 405 carpool lane in Los Angeles County met that standard more than 25% of the time in 2017, according to the most recent data available from Caltrans. How the 405’s carpool
lane would accommodate drivers alone in their cars, and still meet federal speed standards, is unclear.

If Metro’s directors approve the toll lanes, they would open to drivers in the fall of 2027, just before Los Angeles hosts the 2028 Summer Olympics. Metro expects to open the I-105 ExpressLanes in 2025. There are no plans to extend the I-405 ExpressLanes to the I-105 ExpressLanes before the 2028 Olympics.

**Here's LA County's Vision For Saving The Air And Getting People To Drive Electric**
The Transportation Electrification Partnership (TEP), a coalition of local governments, public agencies, utility companies and car makers, released its Zero Emissions 2028 Roadmap 2.0, at the end of November.

Regional leaders are focusing on three general "targets": how people move, how goods move, and how the region's energy infrastructure makes those first two targets possible. Roadmap 2.0 sets more specific targets than the initial Roadmap. Although there is no regulatory mandate or enforcement authority linked to the ambitious goals, county leaders hope to achieve the following goals in time for the 2028 Olympics:

- 30% of the fleet is electrified with 80% of all vehicles sold in LA County to be EV
- Convert a portion of each type to electric and/or zero emission commercial (40% of short haul and drayage trucks, 60% of medium duty delivery trucks, and 5% of heavy duty long haul trucks)
- 100% electric fleet for all Los Angeles Metro and LADOT buses
- Electrify 100% of shared cars, meaning taxis and TNC vehicles like Uber and Lyft
- Shift 20% of all single occupancy vehicle trips to zero-emission trips on public transit or "active transportation options" (that means bikes, electric scooters and walking)
- Install 84,000 public EV chargers countywide and 95,000 chargers for goods movement purposes
- Expand and improve SoCal's power infrastructure to meet the rising needs from transportation electrification (aka, a grid that's able to handle all those new chargers everyone will need to power their EVs)
- Turn the I-710 Freeway into the first "zero emissions goods movement corridor" in the nation by 2028. The goals outlined in this document don't establish any legal mandates or accountability.

**LA Metro No Longer Accepting Tokens; Other Operators To Follow**
As of December 1st, passengers who use L. A. Metro buses or subways are no longer able to use a token for their ride. Metro riders have to use a TAP card or cash. Tokens are also being phased out of other agencies like Access Services, Culver CityBus, LADOT, Long Beach Transit, Montebello Bus Lines, Monterey Park Spirit Bus, Norwalk Transit and Torrance Transit.

Metro has been phasing out tokens for the last 18 months in order to push more people into using the TAP cards. The agency said the cards are cheaper, simpler and safer, and that use of the cards has made tokens obsolete. Although unused tokens cannot be refunded, they can be used to load a one-way trip onto a TAP card.
TRENDS

World-First Mobile Phone Detection Cameras Rolled Out In Australia
New South Wales, Australia rolled out mobile phone detection cameras on December 1st that use artificial intelligence to determine if a driver is using a hands-free device and is not illegally using social media or photographing while driving.

For the first three months after the detection systems are in operation, offending drivers will be issued warning letters. After that, the penalty will be a $233 standard fine and a $309 fine in a school zone. In both cases, drivers will also receive penalty points.

Watchdog Group Sues San Diego Over Smart Streetlights
A watchdog group is suing the city of San Diego for not releasing data collected through its controversial Smart Street Lights Program, which have sensors that gather a wide swath of information, including pedestrian and traffic movements, and also record video that police say they have used to solve violent crimes.

The Smart Street Lights Program was initially presented as a cost-savings plan to replace incandescent bulbs on some 8,000 poles with energy-efficient LED lighting. At issue is digital information collected from sensors that are being installed on smart street lights throughout the city.

When they’re all installed, more than half of the lights will be equipped with cameras and technology that collects real-time data, which the city said it will use to help the community, including improving traffic congestion and making parking easier. In addition, San Diego police will be able to access the video footage from the lights in limited situations, like homicide or other violent crimes.

Critics say the cameras are intrusive and could be used to spy on residents, although police insist they are not monitoring the feeds. Some critics also raise concerns that there is a lack of oversight, as well as the potential for data mining.
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The meeting was called to order at 10:30am at the Lennox Library in the City of Lennox.

Happy New Year greetings were exchanged and we adjusted to the new location for our monthly Service Council meetings as we were dark in the month of December 2019.

Sheriff Deputy Keith Johnson gave us our Safety Tip: Monitor your surroundings at the bus/train stations as well as once you are inside the bus/train.

The first matter for discussion by the Metro Service Council was to consider whether to hold our next regularly scheduled monthly meeting on Friday, February 14 (Valentine’s Day), or to hold the meeting immediately following either the February 4 or February 26 NextGen Workshops (scheduled from 4:00pm to 7:00pm). After much discussion, it was agreed that we would hold our February monthly meeting on Tuesday, February 4, 2020 at 7:00pm, immediately following the NextGen workshop which will be held at the Grand Annex, 434 West 6th Street, in the City of San Pedro.

The first presenter was Jorge Martinez, Metro Transportation Planner, who reviewed the Quarterly Station Evaluations for FY20, Q2 (October – December 2019). During this quarter, 52 stations were evaluated using 32 measures of performance. These measures of performance included the inspection of monitors, flooring, map cases, elevators, escalators, lighting, stairs, handrails, mezzanines, Park & Ride lots, etc. Overall, the South Bay Service Council stations remain in good to very good condition with only a few locations that had tagging, trash in the parking lots and pigeon droppings. These items are being addressed for cure and correction.

The next presenter was Scott Greene, Metro Transportation Planning Manager, who discussed Regional Updates. He acknowledged that there will be a partial Green Line Closure that will commence Friday, January 24, 2020 at 9:00pm through the close of service on Sunday, January 26, 2020. Buses will replace rail service between the Aviation/LAX Station and the Redondo Beach Station. Also, we were advised that Paid Parking at Expo/Crenshaw Station will begin on January 27, 2020. The parking rate will be $3.00 per 24 hours for transit riders and the riders may pay with a valid TAP Card, cash or credit card.

The meeting concluded with the Service Council Members providing their line ride reports and/or Council comments. Dan Medina announced that he is termed out as of March 2020 and will no longer serve on the Service Council once a successor is elected and the election is certified. I announced that the terms of South Bay Cities Council of Governments’ appointees Meighan Langlois, Luis Duran and I, Ralph Franklin, will expire June 30, 2020. The incumbents are encouraged to notify the SBCCOG Board/Steering Committee of their interest to continue to serve another 3-year term that would begin on July 1, 2020 through June 30, 2023.

As previously mentioned, the next Metro South Bay Service Council Meeting is scheduled for Tuesday, February 4, 2020 at 7:00pm at the Grand Annex in the City of San Pedro.

The meeting adjourned at 12:04pm.
From: Judy Mitchell

Subject: Committee updates

Regional Council/SCAG

SCAG held the annual Economic Summit on December 5. Regional Council and Committees did not meet that month.

AQMD

AB 617: Approximately 80 people attended the AB 617 community kick-off meeting for the Southeast Los Angeles (SELA) community. Staff presented information about the community steering committee (CSC) membership process and provided information about the development of the community air monitoring and emissions reduction plans. Audience members asked questions about available funding for the AB 617 program, the possibility of expanding SELA community boundaries, and whether emissions reductions from the CERP would be permanent. The second AB 617 Community for LA is the Coachella Valley.

Following the AQMD Board meeting on January 10, board members visited a technology demonstration outside the headquarters. On display were many zero-emission heavy-duty and medium-duty trucks, vans, and shuttle buses presently being used and demonstrated in the South Coast region.

Elevated levels of benzene from air monitoring sites operated by Sonoma Technology, Inc as part of the Torrance Refinery Supplemental Environmental Project are under review. AQMD Staff is taking this very seriously. They continuously review the air monitoring data and are investigating the potential source(s) of these readings. The investigation included optical remote sensing mobile monitoring within Torrance and inspection of an oil extraction site adjacent to one of the community air monitoring sites. In general, levels of benzene have been below short-term health-based levels established by OEHHA, so this would not be expected to cause immediate health concerns. Benzene can have long-term (chronic) exposure impacts. Staff followed up with phone calls and emails to the concerned residents and city staff and also provided a summary of the community air monitoring data.

Dr. Bill Burke was elected to chair AQMD for the next year, and Council Member Ben Benoit was elected as vice-chair. Supervisor Kathryn Barger is replacing Janice Hahn on the Board. Yorba Linda Council Member Carlos Rodriguez will replace Dwight Robinson as the Orange County municipal representative on the Board.
Strategic Priorities for 2020: In December the League adopted the following strategic priorities for 2020 (headlines here only, find more details at www.CACities.org/strategicpriorities):

1. Improve the supply and affordability of housing.
2. Advocate for increased funding and resources to prevent homelessness and assist individuals experiencing homelessness.
3. Address cities’ fiscal sustainability to deliver essential services and meet pension obligations.
4. Strengthen community and disaster preparedness, public safety, and resiliency.
5. Address public safety concerns of California cities.

SB 50 (Wiener) Planning and Zoning: The League continues to oppose SB 50 after the January 6th amendments that include an alternative for cities who want to try to complete their own zoning plan that would accomplish the same amount of housing as required by SB 50. Unfortunately, this concept is not well defined in the legislation and adds yet another complicated and costly layer of state required planning on top of what is already required of cities.

The Los Angeles County Division created a SB 50 Task Force and prepared a white paper of recommendations that was sent to Senator Wiener and the entire delegation in early December that could make SB 50 more palatable for Southern California cities. Upon receiving it, Wiener promised to discuss our recommendations with the Task Force before he released his latest amendments, but that discussion did not happen (and still has not happened as of 1/15).

SB 50 must pass the Senate Floor by January 31 – please read our white paper at www.LACities.org and use that information to speak to your Senator to ask for a NO vote.

Legislative Meet & Greet: The SBCCOG, SBACC, and the League are holding our 6th Annual South Bay Legislative Meet & Greet from 8 – 10 AM on Friday, January 31 at the Nakano Theatre. Congress Member Ted Lieu, Supervisor Janice Hahn, and Senators Steven Bradford and Holly Mitchell to participate so far. Please RSVP to me and come with your questions for these officials.

Media & Communications Training: The LA County Division is offering a free Media & Communications training from 4 – 8 PM on Thursday, February 13 in the City of San Gabriel. City council members and any city staff who interact with the media are encouraged to participate. Please RSVP early as space for this training is limited -- additional details and registration can be found on the events tab at www.LACities.org.
Here are highlights of the SBACC Meeting.

- There was a brainstorming session in which chamber members were asked to suggest topics and speakers for coming months. Some of the suggestions were: Opportunity Zones, commercial development, water policy and issues, and voting changes.
- Members were asked what issues most concerned the businesses in their cities. The following were issues that several chambers had in common:
  - homelessness, how to attract major name-brand restaurants into the cities,
  - workforce housing, a possible sales tax increase, Proposition 13, how the minimum wage will affect small business; and the movement of businesses out of state because of taxes and regulations.
- The US Chamber of Commerce reported that the US MCA was passed and that, for the most part, it is similar to NAFTA. Some key changes were that it allows expanded access by US dairy farmers to Canadian markets, and requires a larger percentage of automobile components to be made in North America. The US Chamber also reported that the US needs $2 trillion dollars to build the country’s necessary infrastructure but that political conflict is preventing any forward movement in this area.
- The League of California Cities (League) reported that its priorities for the coming year are: homelessness, housing, and disaster preparedness. The League also reported that Sen. Weiner is making amendments to SB 50 and that the League has recommended changes. It was commented that SB 50 creates density, but does nothing to create affordable housing. The League also announced its Legislative Meet and Greet, which will take place on January 31.
- The Torrance Chamber announced that it will hold a conference on January 16: Navigating the Intersection of Business and Health Care.
- There was an announcement that seminars will be held in different cities to discuss the impact of AB 5, which classifies most workers as employees. The Southern Cal. seminars will be held on 1/22, in Oceanside, and 1/23 in Glendale.
- The Hermosa Beach Chamber announced its St. Patrick’s Day Parade, which will be held on Saturday March 14.

Submitted by:
Olivia Valentine,
Councilmember, Hawthorne
The South Bay Aerospace Alliance (SBAA) held its bi-monthly meeting on January 7, 2020. Here are the highlights of that meeting:

- The Los Angeles Air Force Base (LA AFB) announced that Lt. Col. Becky M. Beers will become its new Commander, with the installation set for July, 2020.
- The United States Space Force is the new space operations service branch of the U.S. Armed Forces and is one of the eight U.S. uniformed services. It is the sixth branch of the U.S. military and the first new armed service since the establishment of the independent U.S. Air Force in 1947. This newest military branch was created on December 20, 2019, and is headquartered in Colorado. There was some discussion as to whether the creation of a Space Force may be a potential threat to the LA AFB. However, there is no indication at this time that this should be a concern.
- There was a great deal of enthusiasm expressed for the Veteran’s housing that will be built in Hawthorne by the Century Housing Corp., the same company that built the Villages at Cabrillo in Long Beach. The Hawthorne project will be 18 units of permanent, affordable housing for veterans, with supportive services.
- The 2018 National Defense Authorization Act allows each service branch to reimburse spouses up to $1000 for re-licensure and certification costs resulting from relocations that cross state lines. Also, the DOD’s Defense-State Liaison Office and Career Opportunities Program is working with Senator Allen to make it easier for military spouses to find a job in California.
- The SBAA is working on a South Bay Economic Impact Study which is hopes to unveil in a few months.

Submitted by:

Olivia Valentine,
Councilmember, Hawthorne
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Report on 1/16/20 Meeting of KHHR Communities Network Committee (CNC)

The quarterly meeting of the KHHR CNC was held on January 16, 2020. Here are the highlights of that meeting:

- Wiseburn residents expressed the view that, over the past few years, the type and frequency of aircraft that operate in and out of Hawthorne Airport has changed, becoming louder, and more frequent. Another resident wanted to know how to address a discernible change in the volume of air traffic. They asked that Wiseburn be considered for noise contour studies.

- There was considerable interest expressed in the increased volume of air traffic and an expectation that, with the coming of Sofi Stadium in Inglewood, the volume will become even greater.

- William Freeman, the Community Engagement Officer of the FAA, gave a presentation on Noise Roundtables. He indicated that there are several other roundtables in the Western Pacific region, including the LAX Noise Roundtable in this area and the San Francisco and Oakland roundtables in the Northern California area. He stated that the roundtables are established to address community noise concerns over a period of time.

- Mr. Freeman further indicated that the FAA’s role is to assist the roundtables by informing the members of any changes in the airspace system, and supplying the technical assistance needed to answer any questions, if given a 30-day notice to do so.

- He also expressed the willingness of the FAA to assist any roundtable, including the KHHR CNC, if it wants to set up a technical working committee to work on a specific project. Such a project could involve a change to aircraft flight procedures. This project, if selected as feasible among the hundreds of requests received by the FAA, would require that the FAA conduct environmental and safety assessments. The entire project could take 18-24 months.

- Those attending the meeting seemed very interested in pursuing the idea of a possible change to flight procedures in this area.

Submitted by:
Olivia Valentine,
Councilmember, Hawthorne
January 24, 2020

Draft Connect SoCal Plan Comments  
Attn: Connect SoCal Team  
Southern California Association of Governments  
900 Wilshire Blvd., Suite 1700  
Los Angeles, California 90017

The South Bay Cities Council of Governments (SBCCOG) appreciates the extensive work that went into producing the draft Connect SoCal Plan and technical papers. We were very happy to see SCAG’s acknowledgement of the importance of neighborhood mobility areas and the positive role that neighborhood electric vehicles can make to address growth and sustainable mobility.

The SBCCOG has five primary comments:

1. The Plan refers to TNC fees in several locations. The SBCCOG strongly believes that TNC fees should be collected at the local level. They are analogous to taxi franchise fees which are collected locally and the burden identified on the infrastructure is primarily local. Regional entities should not be levying those fees and making it difficult for local governments to use this revenue source.

2. Shared use of sidewalks for bicyclists, scooters and pedestrians is discussed. The SBCCOG is concerned about the safety ramifications and municipal liability this strategy would engender.

3. Express Lane net tolls are to be used in the corridor from which they are collected by State Law.

4. Improvements on freeways including additions of Express Lanes should include corridor integration management with the arterials and local transit as referenced in the I-210 pilot.

5. TOD strategies are endorsed but there is no documentation as to how they are actually working to reduce VMT. Some research indicates that while residents of TOD buildings use transit, they do not reduce their driving. Net transit growth or single-occupant VMT reductions should be calculated for TOD strategies. In addition, growth in hot-spot congestion and air quality hot spot impacts should be calculated for TODs.

The SBCCOG Board also reviewed the following more specific comments and typo and timeline issues are as follows:

- Page 38 – Acknowledges that a growing number of adults are choosing to age in place and want to remain in their community. However, it also states that we need to plan for a walkable, compact environment to avoid unsustainable urban sprawl. While true, densifying the community is why we are seeing NIMBYs who prefer the community that they know without the traffic and parking impacts attendant to densification.
• Page 49 – Acknowledges promoting neighborhood electric vehicles and access to services through technology such as telework, telemedicine and other incentives to reduce single-occupant vehicle miles travelled.

• Page 51 – Transit Priority Areas (TPAs) are defined as intersections of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. While the Plan discusses safe and convenient transportation alternatives, it appears that TPAs are justified solely by the frequency of service without a priority placed on personal safety and security and other perceptions that are keeping people from riding transit. Also, the performance measures and results of the plan project that in 2045, the transit mode share will be 12.5% of work trips and 7.7% of all trips if we adopt the policies and programs in the plan. The table which shows the county breakdown is missing so it is not clear how much, if at all, TODs will contribute to congestion reduction.

• Page 51 – Neighborhood Mobility Areas (NMAs) encourage walkability, active transportation and short, shared vehicular trips. If someone is taking a short trip, why would they necessarily want to wait to share a ride?

• Page 52 – Acknowledges the South Bay Fiber Network project as a Promising Practice.

• Page 60 – Discusses the potential application of cordon/area pricing and says that the revenues would go directly toward transportation improvements, pedestrian amenities and economic development. Would those revenues stay in the area from which they are generated or be available throughout the whole county, SCAG region, or Air Quality Management District? Metro wants to dedicate its net revenues for transit improvements and SCAQMD wants to use revenues to solely to improve air quality. And, how would it be enforced since from our own experience, we know Metro is not using the net Express Lane revenues within the I-10 and I-110 corridors that we are entitled to under State law?

• Page 61 – Commends the I-210 Pilot which integrates management and operation of the freeway with nearby arterials and local transit. Shouldn’t this be a strategy for other freeways? We know that parallel arterial improvements are not included in Express Lane projects that LA Metro is pursuing on the I-105 and I-405.

• Page 73 – Discusses analyzing shared use of sidewalks for bicyclists, scooters and pedestrians. Do we want to consider vehicles for the sidewalks considering the safety ramifications and municipal liability this strategy would engender?

• Page 74 – Regional Express Lane Network discussed building on the success of the I-10 and I-110 Express Lanes in Los Angeles County. How is “success” defined? What are the mobility and sustainability metrics?

• Page 77 – typos and timeline issues. 3rd one on the chart should be I-105 and we understand it to be LA County’s first priority so why would it be completed in 2029? Has Metro changed the sequencing? Also, can the Sepulveda Corridor Express Lanes be completed by 2026?

• Page 96 – typos – the Figures are numbered differently in the text than they are on the charts and the numbers don’t match the text on Figure 4.1

• Page 97 – states that it assumes mitigation measures such as the establishment of a mobility equity fund to provide resources that can increase access for environmental justice communities. Would this be county by county or regionwide? Additionally, “Environmental Justice Communities” need much more definition.

• How do these anticipated costs pencil out to create more funds and make the Plan achievable?
  o Page 96 – 22% new revenue needed to implement the programs and policies in the Plan
o Page 97 – Construction cost increases will be projected at a 4.5% annual inflation factor increase.

o Page 99 – Retail Sales tax growth is from 1.1% to 3.7% (Page 96 – core sources - 61% local)

o Page 100 – Transit O & M costs grew 5% with the regional average being 3.3%

In light of the foregoing stats, how does SCAG project a balanced budget or what are its prioritized strategies if additional revenue is not forthcoming?

- Page 101 – Reasonably available new revenues include a per-mile charge of ca. $.05 (2019 dollars) for Transportation Network Companies (ex. Uber and Lyft). While cities are losing their franchise revenues from taxi companies, the region wants to take this funding source away from cities. We have objected to this at Metro and should comment here.

- Page 102 – colors on the chart are so similar it’s impossible to understand.

- Page 106 – relies on Congress for significant amount of funds – almost $50 billion over the period of the Plan – to 2045. Is this a realistic assumption based on historical investment trends?

- Page 108 – Relies on $27.3 billion in farebox revenues – most from Metro and Metro is possibly considering free fares. Also, what level of transit service would $23.7 billion in fare revenue support? Is there a target for how much the farebox should be providing in revenues for the service delivered?

- Page 108 – Highway Tolls are described as including revenues generated from I-10 and I-110 Express Lanes. It appears that the net proceeds are not expected to come back to the corridors which is a violation of current state law.

- Page 111 – Value Capture Strategies are defined as EIFDs and tax increment financing for transit supportive housing related infrastructure such as improved water and sewer infrastructure in Transit Priority Areas. How does this create transportation dollars?

- Page 122 – Performance Results of the Plan appear to be rather slight benefits for all of these funds expended – in Los Angeles County, less than 2 minutes per capita improvement in daily delay and 3 miles less in daily VMT per capita.

- Page 127 & 133 – missing information. The numbering of the tables goes from Table 1 to Table 5.7. Where are the missing tables – 5.2 through 5.6? The text states that Table 5.2 shows transit mode share by county which would be important to see.

Thank you for your consideration of our comments.

With gratitude,

Christian Horvath, SBCCOG Chair
Councilman, Redondo Beach
TO: SBCCOG Board of Directors
FROM: SBCCOG Steering Committee
SUBJECT: Homeless Services Report – LA County Innovation Funds

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

BACKGROUND AND OVERVIEW
In November 2019, the Board of Supervisors approved a motion to allocate $6 million to the COGs to provide Innovation Funds for Homeless Services. The money per COG was determined by the numbers from the 2019 homeless count, and as a result, the SBCCOG expects to receive $739,685 (12.33%).

The funds allocated to the COGs are specifically to support the two (2) priority areas set forth in the September 2018 Cities Homelessness Implementation Plan RFP:
- Priority Area 1 focusing on increasing the supply of permanent and interim housing for people experiencing homelessness, and
- Priority Area 2 focusing on enhancing County service systems for those experiencing and/or at-risk of homelessness.

Each COG is conducting its own process to determine how to utilize this funding and will have the flexibility to determine how the funding will be distributed to member cities or to use for regional programs.

On November 21, 2019, the SBCCOG issued a call for projects to the South Bay cities and service providers in SPA 8. The proposals were due December 16, 2019. The SBCCOG received ten (10) proposals from the following cities and service providers: El Segundo, Gardena, Inglewood, Redondo Beach, Torrance, Harbor Interfaith Services, PATH, and SBCCOG. Torrance submitted three proposals. See attached spreadsheet with project title and dollar amount requested.

EVALUATION OF PROPOSALS
In conversations with LA County Homeless Initiative representatives, the County wants to see not only innovation, but also region-wide collaboration, with a focus on interim and permanent supportive housing. Several proposals requested funding for ongoing programs within their city, and others requested funding for programs that are similar in nature. Since we have only 45% of the funding to cover project proposals, we evaluated and grouped those that we could do as a region instead of funding the individual proposals to do the same programs at different proposed costs. A brief review of why projects were not recommended for funding:
- El Segundo – this is for an additional ride-along which is an expansion of current service
- Gardena – primarily for client aid and community education – to be done regionally
• Inglewood – primarily for shared housing and employee training – to be done regionally
• Redondo Beach – 2 of the proposals were continuation of existing programs, client aid (to be done regionally)
• Torrance – Safe parking to be done regionally and with possible LAHSA funding. RV vouchers – looking to seek funding from other sources (Measure W?)
• Harbor Interfaith Services – housing navigator and client aid – latter to be done regionally
• PATH – Safe parking – to be done regionally and with possible LAHSA funding.

RECOMMENDATIONS FOR FUNDING

City-specific proposals ($295,287):
City of Torrance - $50,000 to update 2016 homelessness plan. This amount is based on what LA County determined feasible for cities based on homeless population count when homelessness plans were developed in 2018. Torrance did not participate in that round of funding for developing homelessness plans. Through the Torrance plan, they will assess homeless populations, their dynamic needs, and opportunities to support these populations, as well as hire a consultant to assess potential opportunities to increase housing. Additionally, having an up to date homeless plan has been a requirement for being able to access other county funding, and this may continue as a requirement for future funding. There is still an overall LA County goal to have all 88 cities complete homelessness plans.

City of Redondo Beach - $245,287 for Enhanced Response Pilot Program. This program incorporates an outreach/case manager/housing navigator into the prosecutors’ program by attending court hearings at least once a month. During that time, outreach is conducted at the court, meeting individuals for the first time to begin the process of services and housing connections as well as assisting with structuring court orders based on an individuals’ needs.

Region-wide programs ($444,398):
• **Education and Training** for elected officials, city staff, business community, and the general public/community members. This training will be customized to the South Bay and particular areas within the South Bay and will include best practices in encountering someone experiencing homelessness, resources available, reporting, etc.
• **Home Sharing Pilot Program** will focus on matching homeowners who are able to rent out a room or a portion of their home or an ADU to a compatible qualified housemate/renter for long-term arrangements. This program will also include a partnership with SilverNest, an online matching program for homeowners and homeseekers, and SHARE! Collaborative, a program that provides affordable, permanent supportive housing in single-family.
• **Safe Parking.** Develop guidelines and identify locations for Safe Parking, including establish a standardized cost per vehicle per night, services provided (security, restrooms, wash basins, car registration and insurance, case management), explore a 6-month gym membership which will allow participant to shower, work out, etc. prior to going to work or school. It appears that LAHSA will be releasing an RFP sometime before March 2020 from which we would seek funding for site implementation.
• **Client Aid** will be available for all cities and agencies in the South Bay that will include motel vouchers, specifically to be provided to individuals 1-2 nights prior to a job interview or housing interview; assistance with first/last month’s rent; security deposit,
essential furniture, clothing, basic necessities and other forms of assistance as required and upon documentation.

- **Emergency Shelter and Interim Housing.** Review city ordinances related to emergency shelters and explore what it would take to become operational. Identify locations for potential interim housing.

**RECOMMENDATION**

The Homeless Task Force and the Steering Committee both reviewed the recommendations and endorse the plan for fund distribution. A more detailed funding plan and proposal for the regional funds will be presented to the Board of Directors for approval at this meeting. Upon Board approval, a request for approval of the entire scope of work for the SBCCOG innovation funds will be sent to the County for their approval.

All proposals will be kept on file and if other funding sources become available, the proposals will be revisited.
<table>
<thead>
<tr>
<th>City/Organization</th>
<th>Project Title</th>
<th>Contact People</th>
<th>Amount Requested</th>
<th>Total Funds for SBCCOG</th>
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<tr>
<td>El Segundo</td>
<td>El Segundo Police Department Homeless Initiative</td>
<td>Lt. Dan Kim</td>
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<td>$70,000.00</td>
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<td>Harbor Interfaith Services</td>
<td>Housing Navigator and Client Aid</td>
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<td>PATH</td>
<td>CSUDH Housing Project</td>
<td>Haley Fusilier / Courtney Reed</td>
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<td>SBCCOG</td>
<td>Home Sharing Pilot Project</td>
<td>Grace Farwell / Jacki Bacharach</td>
<td>$254,369.00</td>
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$1,633,475.00  $739,685.00
January 23, 2020

TO: SBCCOG Board of Directors

FROM: SBCCOG Steering Committee

RE: Trip to Sacramento

Adherence to Strategic Plan:
Goal B: Regional Advocacy: Advocate for the interests of the South Bay.

BACKGROUND
At the last Steering Committee meeting, it was agreed that the SBCCOG would plan a trip to Sacramento to meet with legislators and agency staff specifically on housing legislation with possible other high priority issues to be included.

SBCCOG staff contacted Tony Rice who was the consultant with Rice/Englander Associates. He worked with the SBCCOG previously to change the composition of the AQMD Board several years ago and he performed well. Mr. Rice was asked about best possible dates to visit and he explained that the bill introduction deadline for new bills is February 21, 2020. He suggested that we wait until at least early March so we have a better handle on the bills to be considered for the remainder of the legislative session. He explained that no bill can be acted upon within 30 days of its initial introduction, so early March is an ideal time to come without worrying about missing an important hearing or action on a high priority bill that might have been just introduced.

Also, he suggested that the best dates are Tuesday and/or Wednesday because those are the only 2 days during the week that legislators are generally in town the full days. They typically fly into Sacramento on Monday morning for a half day of work in the afternoon and most are at the airports heading back home around 11am on Thursday. An alternative for a two day trip would be to schedule legislators on Wednesday and agency people on Thursday. However, there would be the chance that a targeted member isn’t available to meet on the one day we would be there so it would be less flexible.

Lastly, if we want to do just one day in Sacramento, he would schedule meetings between 10-4 of half hour increments for each meeting, and at least 15 minutes between meetings depending on distance from one office to another. He suggested if we want to go to more than 6-7 offices, a two-day trip would be worth the extra time and expense.

The price for his services would be a fee of $1000. While setting up lobby days is fairly straightforward, there is a significant amount of time taken to work with each office as they require a lot of follow-up to get a solid answer...and then be flexible when they call to try and invariably move things around. This would also include working with SBCCOG on messaging and talking points for each office.
SCHEDULING
The week of March 2 is election week so it is not business as usual in Sacramento. The week of March 16 is our General Assembly week. That leaves the week of March 9 or March 23. National League of Cities is March 8 through 11. Would that be a consideration?

RECOMMENDATION
Recommend the Board contract with Tony Rice of Rice/Englander Associates for a $1000 fee to provide logistical assistance for the Sacramento trip to meet with legislators and government agency staff to be scheduled for Tuesday, March 24 to Wednesday, March 25.

Additionally, any member that would like to participate would do so at their city’s expense.
TO: SBCCOG Board of Directors
FROM: Jacki Bacharach, SBCCOG Executive Director
RE: 21st Annual General Assembly – THURSDAY, March 19, 2020

“Intersections: Mobility, Land Use, Technology and Finance”

The event is being curated by SBCCOG Chair Christian Horvath to be in a “TED-Talk” format in the morning and panels in the afternoon. The TED talks will be around 5 topic areas: 1) Transportation; 2) Public Safety/Homeless; 3) Housing/Affordability; 4) Environment/Climate; 5) Economic Development/IoT/Finance

Speakers will be asked to address their topic areas as well as the intersection/connections between them for 5 to 15 minutes each.

TED SPEAKERS for the morning – speakers in bold are confirmed

- Transportation
  - Gabe Klein, Washington D.C. - invited
  - **Tom O’Brien, CITT (Center for International Trade & Transportation) - Battle for the Curb**

- Public Safety/Homeless
  - **Keith Kauffman, Redondo Beach Police Chief**
  - Lila Amora, Harbor Interfaith Outreach

- Housing/Affordability
  - **Kevin Hirai, COO, Flyaway Homes**
  - Liam Dillon, LA Times

- Environment/Climate

- Economic Development/IoT/Finance
  - **John Keisler, LB Economic Development Director**

AFTERNOON PANELS
#1 – State/Local
- Housing affordability probably principal focus – test whether assumptions are true
  - **Kate Gordon, Executive Director, State Office of Planning and Research**
  - Senator Holly Mitchell – invited
  - Senator Steve Bradford - invited

#2 - Public/Private
  - Tom Heinsheimer, Aerospace Corporation
CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

FOR

HOMELESS SERVICES

CONTRACT NUMBER: AO-20-600
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B  Pricing Schedule
C  Contractor’s EEO Certification
D  County’s Administration
E  Contractor’s Administration
F  Form(s) Required at the Time of Contract Execution
G  Jury Service Ordinance
H  Safely Surrendered Baby Law

UNIQUE EXHIBITS

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004
I  Charitable Contributions Certification
J  Compliance with Fair Chance Employment Hiring Practices Certification
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
FOR
HOMЕLESS SERVICES

This Contract (“Contract”) made and entered into this ___ day of ______, 2020, by and between the County of Los Angeles, hereinafter referred to as (“County”) and South Bay Cities Council of Governments (SBCCOG), hereinafter referred to as (“Contractor”). Contractor’s administrative office is located at 2355 Crenshaw Blvd., Ste #125 Torrance, CA 90500.

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, on October 28, 2019, Homeless Initiatives (HI) advised the Board of Supervisors of their proposed framework to allocate up to $6 million in carryover FY 2018-19 Measure H funds to Council of Governments (COG) for regional coordination of homeless services; and

WHEREAS, on November 12, 2019, the County Board of Supervisors delegated authority to the Chief Executive Officer or her designee, to execute and/or amend COG or City Contracts to implement the Innovation Framework to partner with COGs to pursue local and regional solutions to combat homelessness; and

WHEREAS, pursuant to Government Code section 26227, the County Board of Supervisors may appropriate and expend money to establish county programs or to fund other programs deemed to be necessary to meet the social needs of the population of the county; and

WHEREAS, this program will continue the partnership between the County of Los Angeles and SBCCOG. SBCCOG will continue to provide regional coordination services among South Bay cities, homeless services providers, and community stakeholders relative to the implementation of the HI strategies and the delivery of homeless services within the South Bay subregion; and
WHEREAS, the Measure H - Innovation Fund will provide up to Eight hundred fifty-one thousand eight hundred fifty-two dollars ($851,852) to fund this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1  APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work
1.2 Exhibit B - Pricing Schedule
1.3 Exhibit C - Contractor’s EEO Certification
1.4 Exhibit D - County’s Administration
1.5 Exhibit E - Contractor’s Administration
1.6 Exhibit F - Forms Required at the Time of Contract Execution
1.7 Exhibit G - Jury Service Ordinance
1.8 Exhibit H - Safely Surrendered Baby Law

Unique Exhibits:

SB 1262 - Nonprofit Integrity Act of 2004

1.9 Exhibit I - Charitable Contributions Certification
1.10 Exhibit J - Compliance with Fair Chance Employment Hiring Practices Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous
contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.7 **County Project Manager:** Person designated by County’s Project Director to manage the operations under this contract.

2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County’s Project Manager.

2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 **WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 **TERM OF CONTRACT**

4.1 The term of this Contract shall commence upon execution by the County’s Chief Executive Officer and shall expire in **June 30, 2021**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Maximum Amount of this Contract shall be as set forth in Exhibit B (Pricing Schedule), for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County’s express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit D (County’s Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County’s right to recover such
payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor’s payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor’s invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor’s invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

**Homeless Initiative (HI)**
**County of Los Angeles**
**500 W. Temple Street – Room 493**
**Los Angeles, CA 90012**
**HIAdmin@ceo.lacounty.gov**

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County’s Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County’s Project Director

6.2.1 The role of the County’s Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor’s performance of the Contract; however,
in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County’s Project Manager

6.3.1 The role of the County’s Project Manager is authorized to include:

   6.3.1.1 Meeting with the Contractor’s Project Manager on a regular basis; and

   6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County’s Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County’s Contract Project Monitor

6.4.1 The role of the County’s Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County’s Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor’s Administration referenced in the following paragraphs is designated in Exhibit E (Contractor’s
Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor’s Project Manager

7.2.1 The Contractor’s Project Manager is designated in Exhibit E (Contractor’s Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor’s Project Manager.

7.2.2 The Contractor’s Project Manager shall be responsible for the Contractor’s day-to-day activities as related to this Contract and shall meet and coordinate with County’s Project Manager and County’s Contract Project Monitor on a regular basis.

7.3 Approval of Contractor’s Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the Contractor’s Project Manager.

7.4 Contractor’s Staff Identification

Contract shall provide, at Contractor’s expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor’s staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County’s sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor’s staff passes or fails the background investigation.

If a member of Contractor’s staff does not pass the background investigation, County may request that the member of Contractor’s staff be removed immediately from
performing services under the Contract. Contractor shall comply with County’s request at any time during the term of the Contract. County will not provide to Contractor or to Contractor’s staff any information obtained through the County’s background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor’s staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor’s staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor’s indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and
expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County’s prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit F.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.

8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County’s Project Manager and Contractor’s Project Manager.

8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.

8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions to the term of this Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.
8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County’s sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor’s duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by
contractor.

8.3 Authorization Warranty

8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

8.4.1 In the event that the County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County’s notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor’s policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor’s policy and provide the contractor with approval of said plan or with requested changes.
8.5.2.3 If the County requests changes in the contractor’s policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor’s policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County’s Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County’s Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor’s indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding
sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County’s prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C (Contractor’s EEO Certification).

8.8 Compliance with the County’s Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County’s satisfaction either that the contractor is not a “contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the
contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee’s regular pay the fees received for jury service.

2. For purposes of this paragraph, “contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury
Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or
qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: 
GAINGROW@DPSS.LACOUNTY.GOV and 
BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if
warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of
Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of
Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County’s policy to encourage all County contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the contractor’s place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. The County’s Department of Children and Family Services will supply the contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor’s duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department
8.15 County’s Quality Assurance Plan

The County or its agent(s) will evaluate the contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.1 The report will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently
exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must
be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits,
disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.
8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:
8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor’s General Liability policy with respect to liability arising out of contractor’s ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor’s acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of
cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor’s failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor’s Insurance Shall Be Primary

Contractor’s insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)’ rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor’s own policies, or shall provide County with each subcontractor’s separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor’s General Liability policy. Contractor shall obtain County’s prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor’s policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

- General Aggregate: $2 million
- Products/Completed Operations Aggregate: $1 million
- Personal and Advertising Injury: $1 million
- Each Occurrence: $1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers’ Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement
(providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering contractor’s liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.

8.25.4.2 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than $2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor’s invoice for work not performed.
A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor’s payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County’s payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County’s right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County’s right to terminate this Contract as agreed to herein.
8.27  Most Favored Public Entity

8.27.1 If the contractor’s prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28  Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor’s EEO Certification).

8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or
be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The contractor shall allow County representatives access to the contractor’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.
8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County’s Project Manager and/or County’s Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County’s Project Manager or County’s Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County’s Administration) and E (Contractor’s Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.
8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County’s right to audit and inspect the contractor’s documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, if applicable, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this
Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County’s Auditor-Controller within thirty (30) days of the contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County’s dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County’s Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County’s dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County’s maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County’s request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County’s approval of the contractor’s proposed subcontract.

8.40.5 The County’s consent to subcontract shall not waive the County’s right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County’s Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County’s consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:
8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the
contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County’s Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every
case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor’s performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the
County manager charged with the supervision of the employee or to the County Auditor-Controller’s Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or
suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor’s performance hereunder or by any provision of this Contract during any of the County’s future fiscal years unless and until the County’s Board of Supervisors appropriates funds for this Contract in the County’s Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct
from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 “Warranty of Compliance with County’s Defaulted Property Tax Reduction Program” shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor’s staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County’s expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.
9 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 Contractor Protection of Electronic County Information

9.2.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors’ and subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
b. **Transmitted Data**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. **Certification**

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In additional, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By ___________________________    ___________________________  
SACHI A. HAMAI                                      Date
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By ___________________________  
KATHERINE M. BOWSER
Principal Deputy County Counsel

Contractor

By ___________________________  
JACKI BACHARACH
Executive Director
STATEMENT OF WORK
South Bay Cities Council of Governments
Regional Homelessness Coordination Services

This Scope of Work (SOW) is in two parts. The first details the regional homelessness coordination services that the South Bay Cities Council of Governments (SBCCOG) will conduct in support of the Los Angeles County Homeless Initiative (HI) (as described below in Task 1 and operational costs for Tasks 2 and 3). The total amount for this part is up to $112,167.

The second part is for the Innovation Funds. On November 12, 2019, the Board unanimously approved the framework described in the October 28, 2019 LA County Chief Executive Office – Homeless Initiative (CEO-HI) Board Memo and allocated $6 million in Measure H funds to be routed through Council of Governments (COGs) to enable cities to support activities that align with the approved Homeless Initiative Action Plan to Prevent and Combat Homelessness. In addition, the Board authorized the CEO-HI to execute and/or amend COG contracts to implement the Innovation Framework. The SBCCOG will receive $739,685 in Innovation Funds.

The maximum contract amount is not to exceed $851,852.

Section I. Program Overview

This program will continue the partnership between the County of Los Angeles and SBCCOG. SBCCOG will continue to provide regional coordination services among South Bay cities, homeless services providers, and community stakeholders relative to the implementation of the HI and the delivery of homeless services within the South Bay subregion.

SBCCOG includes the unincorporated South Bay areas of Los Angeles County and 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. The SBCCOG Board of Directors is comprised of elected officials from each of the SBCCOG's member cities and County Districts 2 and 4 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.

Section II. Tasks

Task 1: Silvernest Pilot Program

A. Submit Silvernest Pilot program’s concept paper which describes the program and how funds will be used. This concept paper to be submitted to County within 30 days of contract execution.
Deliverable: Submission of SBCCOG’s Silvernest Pilot Program concept paper within 30 days of contract execution.

**Task 2: Coordination with South Bay cities**

Engage with South Bay city councils, city managers, and staff to increase participation in and support for HI programs including but not limited to:

A. Disseminate information to increase awareness of existing and planned programs with an emphasis on work being done through the Coordinated Entry System.
   - Deliverable: 1 time per quarter (4 times total per contract year).

B. Facilitate engagement of South Bay cities public information officers in disseminating information on HI programs via social media platforms, including LinkedIn groups.
   - Deliverable: 1 time per quarter (4 times total per contract year).

C. Facilitate regular meetings of the SBCCOG Homeless Services Task Force which includes cities, first responders and community organizations working in the South Bay on homeless issues.
   - Deliverable: Six meetings per calendar year (January, March, May, July, September, and November).

D. Attend city-sponsored meetings, such as Homeless Task Forces, Working Groups, and appropriate commissions/committees.
   - Deliverable: 6 meetings per contract year.

E. Organize trainings and outreach events including but not limited to Housing and Health Resource Fairs, First Responders Trainings, and Landlord Workshops.
   - Deliverable: One training and/or outreach event per quarter.

F. Prepare correspondence/reports and make public presentations regarding the HI. Respond to inquiries from cities regarding HI programs, homeless services, and issues.
   - Deliverable: Monthly updates are given at the SBCCOG Board of Directors meetings (10 times per contract year). Public presentations will be given as requested by South Bay cities.
   - Deliverable: Distribute HI information at SBCCOG Board meetings (10 times per contract year) and other SBCCOG meetings including the Senior Services Working Group (4 times per contract year).

G. Maintain a comprehensive list of agencies working in the South Bay that fit within the Measure H strategies on the SBCCOG Homeless Services in the South Bay webpage on the SBCCOG website. [http://southbaycities.org/programs/homeless-services-south-bay](http://southbaycities.org/programs/homeless-services-south-bay)
   - Deliverable: Updates shall be posted quarterly.
H. Identify specific problem areas and/or issues in the South Bay and collaborate with county departments on possible strategies for improvement.
   • Deliverable: Document problem areas and/or issues and the collaboration involved.

I. Work with cities to complete Homelessness Plans.
   • Deliverable: 1 city to complete Homelessness Plan.

J. Monitor, support, and assist cities to implement their Homelessness Plans.
   • Deliverable: Provide connections between cities and LA County resources associated with specific HI Strategies, as needed, and partner with HI program to provide technical assistance to these cities.

K. Provide city staff information on homelessness funding opportunities and help keep them appraised of RFPs and applications. Help identify potential areas of collaboration among cities to create joint-city implementation plans and help facilitate partnerships with cities to apply jointly for funding.
   • Deliverable: 6 times per contract year.

L. Working in close partnership with SPA 8’s Coordinated Entry System (CES) collaborative and the South Bay Coalition to End Homelessness, provide joint leadership in identifying and coordinating solutions and long-term strategic plans.
   • Deliverable: 4 joint meetings per contract year

M. Support homelessness prevention strategies, focusing on older adults.
   • Deliverable: Research implementation of a shared housing program as a homelessness prevention strategy beginning with a focus on older adults by mid-year of contract.
   • Deliverable: Work with stakeholders and cities to implement this program if deemed feasible by end of contract year.

N. Support strategies to combat and reduce homelessness.
   • Deliverable: Research implementation of a Safe Parking program by mid-year of contract.
   • Deliverable: Work with stakeholders and cities to implement this program if deemed feasible by end of contract year.

O. Promote HI programs through SBCCOG website, newsletters, e-blasts and social media platforms.
   • Deliverable: One article on SBCCOG website 1 time per contract year; one article in SBCCOG South Bay Watch quarterly newsletter for a total of 4 articles; quarterly e-blasts for a total of 4 e-blasts; quarterly posts on social media for a total of 4 per contract year

P. Using city plan strategies, explore the development of a regional homelessness plan.
   • Deliverable: by end of contract year.
Q. Collaborate with Supervisors and staff in Districts 2 and 4, along with community stakeholders, in exploring the development of affordable housing in LA County unincorporated.
   - Deliverable: quarterly meetings with deputies in Districts 2 and 4.

R. Collaborate with other Councils of Governments (COG) in developing a workshop to be repeated in COG service areas that will include LACH, LA County Departments that interface with Measure H.
   - Deliverable: 1 workshop.

Task 3: Coordination with Service Providers and Community Stakeholders

Work with regional homeless organizations and coalitions to support the coordination of homeless services in the South Bay including:

A. Maintain and keep updated a list of South Bay homeless resources and programs on SBCCOG Homeless Services in the South Bay webpage.
   - Deliverable: Updates shall be posted quarterly.

B. Attend meetings of the SPA 8 Coordinated Entry System, South Bay Coalition to End Homelessness, Los Angeles Homeless Services Authority, and other stakeholder meetings and events as appropriate.
   - Deliverable: 6 meetings per contract year.

C. Serve as liaison between SBCCOG, HI, and the South Bay business and interfaith communities. Work with Chambers of Commerce to educate businesses. Convene meetings as needed.
   - Deliverable: quarterly meetings during contract year for a total of 4.

D. Keep local, county, state, and federal elected officials and their legislative offices in the South Bay informed about regional programs, activities and events to combat homelessness.
   - Deliverable: quarterly meetings during contract year for a total of 4.

E. Collaborate with the South Bay Workforce Investment Board to promote employment programs and jointly apply for additional grant funding.
   - Deliverable: meet 2 times per contract year to discuss grant funding opportunities.

F. Explore the potential for the implementation of a Safe Parking program in the South Bay with faith-based communities.
   - Deliverable: by end of contract year.

Task 4: Innovation Funds

A. Within three months of contract execution, SBCCOG will submit a plan to the CEO-HI for the utilization of its share of the Innovation Funds. The plan shall include
allocation methodology, key activities, performance metrics, timeline, and target outcomes.

- Deliverable: Submit SBCCOG plan for utilization of Innovation Funds within three months of contract execution
- Deliverable: Submit an interim implementation and outcomes report to the CEO-HI within six months of submitting its plan.
- Deliverable: Submit Final Report prior to contract expiration.

B. CEO-HI will review submitted plan for the utilization of Innovation Funds. Once approved, this Statement of Work will be amended to implement the Tasks and Deliverables for Innovation Funds. These are to be separate and not duplicated work from Regional Homelessness Coordination Services.

Section III. Reporting and Documentation

SBCCOG shall provide quarterly reports and invoices, describing progress made on items in Tasks 1, 2, and 3 listed above. A final report will be due to the County prior to contract expiration describing how each item of all Tasks were completed.

All reports and invoices shall be submitted to the County Chief Executive Office – Homeless Initiative at the following email addresses:

Ashlee Oh
AOh@ceo.lacounty.gov
and copy
hiadmin@ceo.lacounty.gov
PRICING SCHEDULE

Maximum Contract Amount Not to Exceed: $851,852

Up to $112,167 of the total contract budget is to be paid by County of Los Angeles for SBCCOG operation costs including personnel as well as non-personnel expenses such as office lease, grant writing, equipment, training, and education materials.

Once SBCCOG’s Innovation Funding plan is approved, Pricing Schedule will be adjusted to reflect the use of SBCCOG’s $739,685 Innovation Funds allocation. The County may pay up to 20% of SBCCOG’s total Innovation Funds allocation upon County’s approval of SBCCOG’s plan for utilization of Innovation Funds. The remaining Innovation Funds sum shall be paid out over the term of the agreement.

When the Board approves future fiscal year funding allocations for Measure H, the contract may be amended to increase the contract budget.

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Budget</th>
</tr>
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<tbody>
<tr>
<td>Submission of the Silvernest Pilot Program concept paper: Task 1</td>
<td>$13,195</td>
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<tr>
<td>Operational Costs for Tasks 2 &amp; Task 3</td>
<td>$98,972</td>
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<td><strong>Subtotal</strong></td>
<td><strong>$112,167</strong></td>
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<tr>
<td>SBCCOG Innovation Funds</td>
<td>$739,685</td>
</tr>
<tr>
<td><strong>Grand Total with Innovation Funds</strong></td>
<td><strong>$851,852</strong></td>
</tr>
</tbody>
</table>

*Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment or change notice is not required for changes within line items and/or categories, not to exceed the maximum contract amount.*
CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐

2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐

3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☐ No ☐

Authorized Official’s Printed Name and Title

Authorized Official’s Signature              Date
COUNTY’S ADMINISTRATION

CONTRACT NO. ________________

COUNTY PROJECT DIRECTOR:

Name: Jerry Ramirez ______________________________
Title: Manager, CEO ______________________________
Address: 500 West Temple Street, Room 493
           LA, CA 90012
Telephone: _______________________________ Facsimile: ____________________
E-Mail Address: ______________________________________________________

COUNTY PROJECT MANAGER:

Name: ______________________________
Title: ______________________________
Address: 500 West Temple Street, Room 493
           Los Angeles, CA 90012
Telephone: _______________________________ Facsimile: ____________________
E-Mail Address: ______________________________________________________

COUNTY CONTRACT PROJECT MONITOR:

Name: ______________________________
Title: ______________________________
Address: ______________________________
Telephone: _______________________________ Facsimile: ____________________
E-Mail Address: ______________________________________________________
CONTRACTOR’S ADMINISTRATION

CONTRACTOR’S NAME ______________________________________________
CONTRACT NO: __________________________________________

CONTRACTOR’S PROJECT MANAGER:
Name: __________________________________________________________________
Title: __________________________________________________________________
Address: __________________________________________________________________
Telephone: __________________________________________________________________
Facsimile: __________________________________________________________________
E-Mail Address: __________________________________________________________________

CONTRACTOR’S AUTHORIZED OFFICIAL(S)
Name: __________________________________________________________________
Title: __________________________________________________________________
Address: __________________________________________________________________
Telephone: __________________________________________________________________
Facsimile: __________________________________________________________________
E-Mail Address: __________________________________________________________________

Notices to Contractor shall be sent to the following:
Name: __________________________________________________________________
Title: __________________________________________________________________
Address: __________________________________________________________________
Telephone: __________________________________________________________________
Facsimile: __________________________________________________________________
E-Mail Address: __________________________________________________________________
CONTRACTOR NAME: __________________     Contract No.__________________

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor’s Staff) that will provide services in the above referenced agreement are Contractor’s sole responsibility. Contractor understands and agrees that Contractor’s Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor’s Staff’s performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor’s Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor’s Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor’s Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor’s Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor’s Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor’s Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor’s Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor’s Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor’s Staff for the County.

Contractor and Contractor’s Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor’s Staff agree to forward all requests for the release of any data or information received to County’s Project Manager.

Contractor and Contractor’s Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor’s Staff under the above-referenced contract. Contractor and Contractor’s Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor’s Staff agree that if proprietary information supplied by other County vendors is
provided to me during this employment, Contractor and Contractor’s Staff shall keep such information
confidential.

Contractor and Contractor’s Staff agree to report any and all violations of this agreement by Contractor and
Contractor’s Staff and/or by any other person of whom Contractor and Contractor’s Staff become aware.

Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject Contractor and
Contractor’s Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible
legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams,
reports, software development tools and aids, diagnostic aids, computer processable media, source codes,
object codes, conversion aids, training documentation and aids, and other information and/or tools of all types,
developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works
based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this
connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and
interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent
rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I
agree to promptly execute and deliver to County all papers, instruments, and other documents requested by
the County, and to promptly perform all other acts requested by the County to carry out the terms of this
agreement, including, but not limited to, executing an assignment and transfer of copyright in a form
substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall
have the right to assign, license, or otherwise transfer any and all of the County’s right, title, and interest,
including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the
County of Los Angeles may seek all possible legal redress.

SIGNATURE: __________________________________________ DATE: _____/_____/

PRINTED NAME: __________________________________________

POSITION: __________________________________________
2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)
SAFELY SURRENDERED BABY LAW
Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babyaftela.org
Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime. 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby’s death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story
Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby’s aunt and stated the baby’s mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the bracelet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.
Ley de Entrega de Bebés Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles


En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babyafela.org
Ley de Entrega de Bebés Sin Peligro

¿Cómo funciona?
El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularse. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregó al bebé que llene un cuestionario con la finalidad de recibir antecedentes Médicos importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?
El bebé será examinado y le brindarán atención médica. Cuando sea de nuevo sano, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde esté bien atendido, y comenzará el proceso de adopción.

¿Qué pasaría con el padre/madre o adulto que entregó al bebé?
Una vez que los padres o adulto hayan entregado el bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué está haciendo esto en California? ?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados e inertidos por sus padres. Se tienen un número de casos de abandono de bebes en hospitales o en lugares públicos. Los padres de estos bebés probablemente hayan estado pasando por dificultades emocionales graves. Los bebés pueden haber ocultado sus emociones, por temor a que las pasaría sus familias. Abandonar a su bebé porque no sabéis qué hacer con la mudanza puede ser un acto de amor. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, informe a la persona que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles.

Historia de un bebé
A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tia del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en nombre. Le entregaron a la tía un brazalete con un número que coincidía con la identificación del bebé, esto servirá como identificación en caso de que la madre cambie de opinión con respecto a la entrega del bebé y decida recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llevaría y lo enviaría de vuelta dentro de 24 horas pagado que le habían dado. El personal médico examinaría al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts “CT” number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)
**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

<table>
<thead>
<tr>
<th>Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
</tr>
<tr>
<td>City:                           State:                                    Zip Code:</td>
</tr>
<tr>
<td>Telephone Number:                                           Email address:</td>
</tr>
<tr>
<td>Solicitation/Contract for ___________________________ Services</td>
</tr>
</tbody>
</table>

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

<table>
<thead>
<tr>
<th>Print Name:</th>
<th>Title:</th>
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<tbody>
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<table>
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<tr>
<th>Signature:</th>
<th>Date:</th>
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</table>
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 5 – Actively pursue opportunities for infrastructure funding for member agencies.

BACKGROUND

The SBCCOG conducted a Call for Projects for future Measure R and Measure M sub-regional funds. Projects were submitted in October and it is now clear that there is not sufficient Measure R SBHP or Measure M MSP revenue to fully fund the $271.5 million needed to complete active SBHP and MSP projects plus $410 million requested in new transit applications and $920 million in new highway project applications submitted by Caltrans, Metro and local jurisdictions within the next five years. Measure R continues through 2039 and the Measure M sales tax rate rises from a half-cent to one cent in 2039 and continues indefinitely making it possible to eventually fund at least a share of project costs from projected South Bay sub-regional sales tax revenues.

Based on anticipated cashflow reimbursements needed to fund annual project progress, it is possible that a limited number of current projects can progress toward completion and new projects can be initiated within L. A. Metro’s annual SBHP and MSP budgets during the upcoming five years. SBCCOG staff is working with current project applicants to clarify the amount of funding needed each year during FY 2020-21 and the subsequent four years to not delay project delivery. Cost-to-complete estimates for active projects and new project requests have been provided by lead agencies for FY 2020-21 and through FY 2024-25 (see Exhibits 1 and 2).

Metro Highway Staff provided updated estimates of available Measure R SBHP and Measure M MSP funding on January 7, 2020 that, if not revised, will delay some current SBHP projects and/or significantly limit the SBCCOG’s ability to fund new projects over the next five years. SBCCOG staff also provided the Transportation Committee a chronology of Metro’s financial forecast allocations for the South Bay SBHP that shows a significant drop in available Measure R funding during the upcoming five years (see Exhibit 3).
In response to the new funding projections, Inglewood Mayor James Butts, who is also Metro Chair, will meet with Metro CEO, Phillip Washington, to understand what happened to the funds that we thought that we had and to request that Metro staff restore Measure R funding to the levels made available for the South Bay in prior Metro financial forecasts.

The BCCOG Transportation Committee Chair on January 13, 2020 appointed a task force of public works directors and transit operators to develop recommendations on project selection, including possible match requirements, that will be reviewed by the SBCCOG Infrastructure Working Group and Transit Operators Working Group and forwarded to the SBCCOG Transportation Committee and SBCCOG Board of Directors in February. Based on the funding available, the task force was asked to:

1. Consider the SBHP and MSP funding to be allocated to continue delivery of current projects without delay in FY 2020-21 and through FY 2025.

   Staff estimates that approximately $271.5 million in additional SBHP funding is needed through FY 2025 to all complete active SBHP projects. Staff estimates that approximately $2.5 million in additional MSP funding is needed through FY 2025 to complete all active MSP projects.

2. Reconsider the local match requirement for new Measure R SBHP and Measure M MSP projects.

   SBCCOG policy guidelines currently limit the amount of SBHP funding allocated to a project using a sliding scale as follows:

<table>
<thead>
<tr>
<th>SBHP Project costs</th>
<th>SBHP share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $2 million</td>
<td>100%</td>
</tr>
<tr>
<td>$2 million to $10 million</td>
<td>80%</td>
</tr>
<tr>
<td>Over $10 million</td>
<td>50% (SBCCOG/Metro Boards may approve up to 80%)</td>
</tr>
</tbody>
</table>

   Metro’s Measure M policy and administrative guidelines do not limit the MSP share of project costs and do not require matching funds from other sources.

   Project allocations for any single project have not exceeded $25 million to date. However, current applications are seeking allocations as high as $250 million for total projects up to $1 billion. SBCCOG could decide to limit the proportion of Measure R SBHP or Measure M MSP funds and/or cap the amount of Measure R and Measure M MSP funds allocated to a single project.

3. Recommend the project selection criteria for Measure R SBHP and Measure M MSP funding allocations to be included in the FY 2020-21 Metro Budget Request

   The SBCCOG Board needs to approve any FY 2020-21 Metro Budget Requests by its February 2020 meeting for Metro staff to include the requests in the Metro FY 2020-21 Metro Budget item to be considered by the Metro Board in April 2020. Metro’s fiscal year begins July 1, 2020.

   Additionally, the Metro Board is expected to undertake a Measure R Transfer Policy process between January and May 2020 that will potentially make transit and highway projects eligible for Measure R sub-regional programs countywide beginning in FY 2021-22.
In anticipation of a new Metro Measure R SBHP Transfer Policy, the SBCCOG Transit Operators Working Group has recommended draft transit project eligibility and selection criteria for transit projects. The need for separate highway and transit project eligibility and selection criteria will be addressed after Metro adopts the Measure R SBHP Transfer Policy. Consequently, funding commitments for South Bay transit and highway projects after FY 2020-21 to be funded under the new transfer policy may be delayed until the Metro Board amends its FY 2020-21 budget in January 2021.

RECOMMENDATIONS
Receive and file and await the recommendations of the Transportation Committee next month after they have heard from the Infrastructure Working Group and Transit Operators Working Group deliberations resulting from the work of the appointed task force of public works directors and transit operators.

Exhibit 1 – Cost to Complete Active SBHP Projects
Exhibit 2 – New Project Applications
Exhibit 3 – Chronology of LA Metro’s Financial Forecasts for the South Bay Highway Program
<table>
<thead>
<tr>
<th>Phase: PAED</th>
<th>Project Title/Description</th>
<th>Funds Requested</th>
<th>20-21 Total</th>
<th>FY20-25 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Caltrans I-405/Crenshaw on/off ramps project (EA 29360) <strong>(CONSTRUCTION FUNDS)</strong></td>
<td>$60,000,000</td>
<td>$25,000,000</td>
<td>$60,000,000</td>
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<td>C</td>
<td>Caltrans PCH (I-105 to I-110) Overlay Asphalt Concrete, add turn lanes and pockets at various location. (City Projects) (EA 32580)</td>
<td>$8,400,000</td>
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<td>PAED</td>
<td>Caltrans Construct Transition Lanes along N/B and S/B on Route 405 between Artesia Blvd and El Segundo Blvd. (EA 35310)</td>
<td>$3,200,000</td>
<td>$3,200,000</td>
<td>$3,200,000</td>
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<tr>
<td>D</td>
<td>Caltrans Construct Transition Lanes along N/B and S/B on Route 405 between Artesia Blvd and El Segundo Blvd. (EA 35310)</td>
<td>$10,000,000</td>
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<td>ROW</td>
<td>Caltrans Construct Transition Lanes along N/B and S/B on Route 405 between Artesia Blvd and El Segundo Blvd. (EA 35310)</td>
<td>$2,100,000</td>
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<td>Caltrans Construct Transition Lanes along N/B and S/B on Route 405 between Artesia Blvd and El Segundo Blvd. (EA 35310)</td>
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<td>MR312.57 D</td>
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<tr>
<td>MR312.57 C</td>
<td>City of El Segundo Park Place from Nash St. to Allied Way, Roadway gap closure and railroad grade separation</td>
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| Measure M HEOIP/TSMIP | SBCCOG South Bay Fiber Network | $2,500,000 | $2,500,000 | $2,500,000 | $160,570,760 | $2,500,000 | $2,500,000 |

| Measure R SBHP | SBCCOG South Bay Fiber Network | $2,500,000 | $2,500,000 | $2,500,000 | $334,470,760 | $42,770,000 | $271,470,760 | $160,570,760 | $2,500,000 | $2,500,000 |

<p>| Measure M HEOIP/TSMIP | SBCCOG South Bay Fiber Network | $2,500,000 | $2,500,000 | $2,500,000 | $334,470,760 | $42,770,000 | $271,470,760 | $160,570,760 | $2,500,000 | $2,500,000 |</p>
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<td>PAED, D, ROW, C</td>
<td>City of Hawthorne Rosecrans Avenue Moillity Improvement Project Phase II from Prairie Ave to Crenshaw Blvd.</td>
<td>$4,500,000</td>
<td>$20,000</td>
<td>$640,000</td>
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<tr>
<td>PAED, D, ROW, C</td>
<td>City of Hawthorne Crenshaw Blvd. Signal Improvement and intersection capacity enhancements from 120th St. to Rosecrans Ave.</td>
<td>$9,000,000</td>
<td>$20,000</td>
<td>$580,000</td>
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<td>PAED, D, C</td>
<td>City of Hermosa Beach Pacific Coast Highway Mobility and Accessibility Improvement Project</td>
<td>$11,600,000</td>
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<td>D, C</td>
<td>City of Inglewood Downtown ITS</td>
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<td>D, C</td>
<td>City of Inglewood Manchester Blvd. Improvements</td>
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<td>D, C</td>
<td>City of Inglewood First/Last Mile Improvements</td>
<td>$6,500,000</td>
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<td>D, C</td>
<td>City of Inglewood Prairie Ave. Improvements</td>
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<td>D, C</td>
<td>City of Inglewood CMS and CCTV Project</td>
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<td>Phase: PAED Design Right of Way Construction</td>
<td>Project Title/Description</td>
<td>Funds Requested to Complete Project</td>
<td>20-21 Total</td>
<td>FY20-25 Total</td>
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<tr>
<td>PAED, D, C</td>
<td>Los Angeles County Westmont/West Athens Community Pedestrian Plan Implementation (Phase 2)</td>
<td>$1,165,000</td>
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<td></td>
<td>City of Palos Verdes Palos Verdes Drive West Corridor Expansion Project</td>
<td>$960,000</td>
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<td></td>
<td>City of Rancho Palos Verdes Western Avenue Congestion Improvement Project from 25th Street to Palos Verdes Drive North</td>
<td>$3,330,000</td>
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<td></td>
<td>City of Redondo Beach Pacific Coast Highway (PCH) Improvements at Palos Verdes Boulevard</td>
<td>$4,700,000</td>
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<td></td>
<td>City of Redondo Beach North Redondo Beach Bikeway (NRBB) Extension – Felton Lane to Inglewood Avenue</td>
<td>$1,000,000</td>
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<td>City of Redondo Beach North Redondo Beach Bikeway (NRBB) Extension – Inglewood Avenue</td>
<td>$200,000</td>
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<td>City of Redondo Beach Traffic Signal Communications and Network System</td>
<td>$2,000,000</td>
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Total: $680,634,850 $ 35,561,000 $464,730,850
South Bay Funding allocation changes in three versions of the LA Metro Financial Forecast for South Bay Ramp and Metering and Interchange Improvements: I-405, I-110, I-105, SR-91 (South Bay Highway Program)

POLICY QUESTIONS RELATED TO THE MEASURE R SBHP FUNDING PROJECTIONS:
1. When Measure R has hovered between $860 million and $902.5 million for the past decade, why is it now $577.2 million?
2. What other sources of funding does the 2019 Draft Financial Forecast include to fund the SBHP at the $1.5 billion (escalated) level allocated in the FY 2014 SRTP?
3. Why did Metro staff drastically reduce the amount of Measure R funding available in the next five years in the December 2019 Financial Forecast?

FROM METRO 30/10 Metro Plan (5/31/2012)

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>FY 2013-19</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026-29</th>
<th>FY 2030-39</th>
<th>FY 2040-57</th>
<th>Total</th>
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<tbody>
<tr>
<td>Measure R</td>
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<td>35</td>
<td>35</td>
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<td>Proposition C 25%</td>
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<td>20.7</td>
<td>51.6</td>
<td>426.2</td>
<td>64.8</td>
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<td>3.2</td>
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FROM METRO SRTP (3-13-2014)

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<th>FY 2023</th>
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<th>FY 2026-29</th>
<th>FY 2030-39</th>
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<td>11.6</td>
<td>0.6</td>
<td>51.7</td>
<td>452.2</td>
<td>64.8</td>
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<td>RIP - Reg. Imp. Prog.</td>
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<tr>
<td>Total</td>
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FROM METRO L.A. County Traffic Improvement Plan (6-9-2016)

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<th>FY 2020</th>
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<th>FY 2026-29</th>
<th>FY 2030-39</th>
<th>FY 2040-57</th>
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<tbody>
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<td>RIP - Reg. Imp. Prog.</td>
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<tr>
<td>Total</td>
<td>150.2</td>
<td>20.4</td>
<td>55.3</td>
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<td>66.6</td>
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FROM METRO 2019 "Draft" Financial Forecast (1-7-2020)

<table>
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<th>Funding Source</th>
<th>FY 2013-19</th>
<th>FY 2020</th>
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<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
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<th>FY 2026-29</th>
<th>FY 2030-34</th>
<th>FY 2025-39</th>
<th>Total</th>
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<tbody>
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<td>&quot;Local Revenue&quot;</td>
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<td>Other funding sources</td>
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<tr>
<td>Specific local (e.g.: R SBHP, M MSPs?) and other revenue sources not released yet by Metro</td>
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<tr>
<td>Total</td>
<td>150.2</td>
<td>20.5</td>
<td>31.5</td>
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<td>0</td>
<td>127.3</td>
<td>246.5</td>
<td></td>
<td></td>
<td>577.2</td>
</tr>
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</table>
YOU’RE INVITED
South Bay Association of Chambers of Commerce
South Bay Cities Council of Governments
Los Angeles County Division, League of California Cities
presents the

6th Annual South Bay Legislative Meet & Greet

Friday, January 31, 2020
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Program from 8:30 - 10 a.m.

George Nakano Theatre Torrance Cultural Arts Center
3330 Civic Center Drive Torrance, CA 90503

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www.sbacc.com/calendar_of_events or
via email to jkiernan@cacities.org