South Bay Cities Council of Governments

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

AGENDA

I. CALL TO ORDER (6:00 PM)
   Olivia Valentine, Chair

II. VERIFY QUORUM

III. CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

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

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

   A. October Board Meeting Minutes (attachments) – Approve (Pages 3-7)

   B. Additional Subregional Transportation Funds for the Torrance Transit Park & Ride Terminal Project
      (attachment) – Approve (Page 9)

   C. Extension of PATH Contract (attachment) – Approve (Pages 11-16)

   D. Contract with Siembab Corporation (attachment) – Approve (Pages 17-24)

   E. SBCCOG Project List Submittal to SCAG for REAP funding (attachment) – Approve (Pages 25-27)

   F. Actions of Steering Committee since last Board meeting (attachment) – Receive and file (Page 29)

   G. Monthly Reports – Receive and File
      1. South Bay Environmental Services Center Report (attachment) (Pages 31-35)
      2. Transportation Report (attachment) (Pages 37-41)
      3. Reports from Outside Agencies (attachments for each at end of the agenda)
         A. League of California Cities & La Division Legislative Committee (Bea Dieringer & Jeff Kiernan)
            (Page 53)

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

ACCESSING THE MEETING: Receive Zoom meeting credentials in advance of the meeting by using the
below link: https://scag.zoom.us/meeting/register/tJIld-uorDsqhEYyIlrAPN_G-rVEpc0Lrw

OR

To access the Zoom meeting, visit https://zoom.us/join or call (669) 900-6833 and use
Meeting ID: 968 020 200; Passcode: 398836
B. SCAG Regional Council (Drew Boyles, Mark Henderson, James Gazeley) (Pages 55-59)
C. SCAG Energy and Environment (Britt Huff) (Page 61)
D. South Bay Association of Chambers of Commerce (Olivia Valentine) (Page 63)
E. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine) (Page 65)

VII. PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)
A. Recognition and thank you to SBESC Volunteers (6:15 pm)
B. Recognition and thank you to Former SBCCOG Chairs (6:25 pm)
   1. Ralph Franklin, Judy Mitchell, Jim Osborne
C. Southern California Gas Balanced Energy Resolution (6:35 pm)
   10 min on each side – 2 min. rebuttals – q & a – Possible action
   2. Con – Joshua Torres, SCE

VIII. TRANSPORTATION REPORTS (7:15 pm)
A. Metro Report - Board member James Butts/Mike Bohlke/Steve Lantz
B. Transportation Committee report – Christian Horvath

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (7:25 pm)
A. Consultant Contract for General Assembly logistics (to be presented at the meeting) – APPROVE
B. Advocacy re: housing legislation (attachments) (Pages 43-52)
C. South Bay Fiber Network
D. Police Operations and Public Safety in the South Bay – discussion re:
   1. Have you presented the questions from the SBCCOG to your Police Chief?
   2. Did you get satisfactory answers?
   3. Were the answers shared with the rest of the city council?
E. Local Travel Network
F. Senior Services
G. Homeless Services
H. Other

X. AGENCY REPORTS (7:45 pm)
NOTE: Oral reports will only be made to clarify or amplify written attachments
(No Attachments received)
A. SCAG Committees
   i. SCAG Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)
   ii. Transportation (James Gazeley)
B. South Bay Workforce Investment Board (Chris Cagle)
C. Metro Service Council Report (Don Szerlip)
D. Air Quality Management District (Judy Mitchell, Joe Buscaino & Denny Shaw)
E. Santa Monica Bay Restoration Commission (Bill Brand/Kenneth Kao)
F. Stormwater Funding
   1. CCCA/LCC Stormwater Funding Options Committee (Hany Fangary)
G. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
H. California Association of Councils of Governments - CALCOG (Britt Huff)

XI. UPCOMING EVENTS & ANNOUNCEMENTS

XII. ADJOURNMENT

Next Board meeting - Thursday, January 28, 2021

HAPPY HOLIDAYS!!
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**Number of Active Agencies**: 17 17 17 17 16 16 16 16 16 16 16 16 16 16 16 16

**Quorum Required (50% +1)**: 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9

**Number of Agencies Attending**: 16 16 15 14 14 14 14 14 14 14 14 14 14 14 14 14

X: Inactive (missed last 3 meetings in a row)
Inactive Membership is automatically re-instated by attending a meeting.
I. CALL TO ORDER
Chair Valentine called the SBCCOG Board of Directors meeting to order at 6:00 pm.

II.VERIFY QUORUM
In attendance were the following voting elected officials:
Cedric Hicks, Carson  
Drew Boyles, El Segundo  
Olivia Valentine, Hawthorne  
Stacey Armato, Hermosa Beach  
Ralph Franklin, Inglewood  
Bernadette Suarez, Lawndale  
Jim Gazeley, Lomita  
Hildy Stern, Manhattan Beach (6:03 arrival)  
Kenny Kao, Palos Verdes Estates  
John Cruikshank, Rancho Palos Verdes  
Christian Horvath, Redondo Beach  
Britt Huff, Rolling Hills Beach  
George Chen, Torrance  
Jennifer LaMarque, SD-4

Also, in attendance were the following persons:
Stephano Padilla, AQMD  
Aksel Palacios, LA CD-15  
Dr. Eric Daar, Lundquist Institute  
Jeff Kiernan, League of CA Cities  
Sarah Patterson, SCAG  
Mark Dierking, Metro  
Grace Peng, League of Women Voters  
Stephen Sawyer, Charter/Spectrum  
Jacki Bacharach, SBCCOG  
Kim Fuentes, SBCCOG  
Steve Lantz, SBCCOG  
David Leger, SBCCOG  
Natalie Champion, SBCCOG  
Colleen Farrell, SBCCOG  
Grace Farwell, SBCCOG  
Karen Kanda, SBESC Volunteer

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

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA
Ms. Bacharach announced a report on the KHHR (Hawthorne Airport) Report was mailed out separately prior to the today’s meeting.

V. PUBLIC COMMENT
No public comment was received.

VI. CONSENT CALENDAR
A. September Board Meeting Minutes (attachments) – Approved
B. Memorandum of Understanding with Torrance for Innovation Funds for Homeless Services (attachments) – Approved
C. SBCCOG Appointment to SCAG Energy & Environment Committee (attachment) – Approved
D. Status of Legislation of Interest to SBCCOG (attachment) – Received and Filed
E. Monthly Reports – Received and Filed
   1. South Bay Environmental Services Center Report (attachment)
   2. Transportation Report (attachment)
   3. Reports from Outside Agencies (attachments for each at end of the agenda)
      a. League of California Cities & LA Division Legislative Committee (Bea Dieringer & Jeffrey Kiernan)
      b. Metro Service Council Report (Don Szerlip)
      c. SCAG Regional Council (Drew Boles, Mark Henderson, James Gazeley)
      d. SCAG Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)

MOTION by Board Member Armato, seconded by Board Member Franklin, to APPROVE the Consent Calendar. No objection. So ordered.
VII. PRESENTATIONS
A. Coronavirus Vaccine Development – Activities in the South Bay
Dr. Eric Daar, Division Chief at Harbor UCLA Medical Center, provided the Board of Directors an update on COVID-19 vaccine development efforts taking place in the South Bay. Dr. Daar provided current information on the pandemic including case numbers, infection rates, and routes of transmission. Dr. Daar went on to give an overview of the federal government’s Operation Warp Speed and its goal of accelerating COVID-19 therapeutic interventions and vaccines. Dr. Daar explained the normal vaccine development process, the accelerated process being used to develop the COVID-19 vaccine. Dr. Daar concluded by touching on the variety of vaccines currently in development and the overall goal of the Phase III trial.

For more detail, Dr. Daar’s presentation is available online here:

VIII. TRANSPORTATION REPORTS
A. Metro Report
Mr. Lantz reported the following items from the Metro Board meeting: The Metro Board approved the NextGen bus plan that will be implemented in 3 phases (December 2020, June 2021, December 2021). Supervisor Hahn expressed concern about staff’s recommendation to truncate the Silver Line at the Harbor Gateway Transit Center caused by electrification plans for that line; The Metro Board also approved a pilot microtransit project.

B. Transportation Committee report
Mr. Lantz reported that after consultation with Metro staff and the IWG Chair, SBCCOG staff will no longer provide a monthly project monitoring for Measure R projects. SBCCOG staff will focus on program oversight and programming, a role more consistent with the Measure M program. Ms. Bacharach added that staff hopes to take some time to evaluate and discuss the SBCCOG’s reduced role in Measure R and what exactly the new role should be.

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES
A. Metro I-110 ExpressLanes Contract Extension (attachment) – APPROVED
Ms. Bacharach reported that the contract was not included on the Consent Calendar because it had not been received in time for the Steering Committee meeting earlier in the month. The contract is a simple extension of the existing contract for funding for one additional year of outreach.

MOTION by Board Member Horvath, seconded by Board Member Franklin, to APPROVE the contract. No objection. So ordered.

B. Advocacy re: housing legislation
Ms. Bacharach explained that several cities had provided their Sacramento lobbyists to consult with the SBCCOG on a strategy to lobby Sacramento legislators to consider housing legislation that not only builds housing but also maintains local control and works towards other State and SBCCOG priorities such as greenhouse gas reduction. The lobbyists had recommended a forum that gathered Sacramento representatives and SBCCOG Board Members at an event to discuss proposals. After discussion at the Steering Committee, the Committee recommended against that concept because it could be too large of a group and not allow for the focus and discussion that is needed. A subcommittee is being formed to develop a plan and volunteers are encouraged to contact Ms. Bacharach.

C. South Bay Fiber Network
Ms. Bacharach reported that Assemblymember Muratsuchi has been checking in regularly on the status of the project and encouraged the SBCCOG to work with local school districts to study potential network connections. Staff met with the school district network provider to discuss collaborative opportunities. SBCCOG staff submitted comments to the California Broadband Council in response to an action plan being developed per an Executive Order by Governor Newsom. A subcommittee of IT, Public Works, and Community Development staff along with a handful of local elected officials was formed to discuss application development. Lastly, the SBCCOG will be holding a virtual celebration “switching on” to commemorate the completion of the ring network and the majority of lateral connections. The event will take place on November 17th at 10:30am. Board members were encouraged to attend.
D. SCAG Regional Early Action Program funds to accelerate housing
Ms. Bacharach explained that SCAG will be working with the COGs to fund ideas to help promote housing. Ideas were solicited from the cities. SCAG will make approximately $600,000 available to the SBCCOG over the next three years. She and Mr. Siembab continue to work with Community Development/Planning Directors on project proposals. Proposals being considered include a Redondo Beach-led project on SB330 compliance; a SBCCOG study on ADUs and their impact thus far on housing stock and other issues; a SBCCOG-led project on the conversion of underutilized commercial property into housing; and an education and training curriculum to educate elected officials, commissioners, and more on the housing mandates being considered and passed by Sacramento. All projects must help accelerate the development of housing.

E. Local Travel Network
Ms. Bacharach announced that SBCCOG staff is currently working on conducting virtual stakeholder outreach meetings that are replacing the large outreach events and exhibits that have been canceled due to the pandemic. The final report for the project is being drafted and will likely be presented to the Board in early 2021. Ms. Bacharach added that Wally Siembab had recently been on a statewide webinar where a CalSTA Board Member expressed interest in the project and requested additional information.

F. Senior Services
Board Member Huff announced that the working group will be meeting again in early December.

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

Board Member Horvath shared that Redondo Beach is moving forward with a 15-shelter Pallet Shelter site to primarily handle Project Roomkey individuals who have not yet found housing and those participating in the city’s Homeless Court program.

H. Police Operations and Public Safety in the South Bay
Ms. Bacharach noted that she has not yet received any copies of responses to the questions being asked to Police Chiefs. Multiple Board Members noted that they have been in communication with their chiefs with the questions and have found it helpful thus far. The subcommittee will meet again to further discuss next steps and the option for additional meetings.

I. Regional Coyote Management survey
Ms. Bacharach reported that Torrance was interested in polling the other South Bay cities to determine if they were also having coyote issues. Most respondents noted that they were having issues, but that given the COVID-19 impacts on city operations and budgets, the issue is not currently a high priority, and none expressed interest in moving forward on any initiatives since there were no identified funding sources.

J. General Assembly
Board Member Horvath updated the Board on 2021 General Assembly planning and explained that the program will largely be similar to the 2020 one that was canceled. An RFP was issued to provide the SBCCOG assistance on putting together a 100% virtual event. More information will be provided at upcoming meetings.

K. Other
Ms. Bacharach asked city representatives to provide the SBCCOG with a framed photo of a landmark in their city or an image that represents their city as an “office warming” gift to the SBCCOG. The new office space has a large amount of empty wall space available and SBCCOG staff thought it would be fitting to display images representing SBCCOG cities.
X. AGENCY REPORTS
NOTE: Oral reports are only made to clarify or amplify written attachments. All reports that were submitted or handed out are available online here: https://www.southbaycities.org/committees/board-directors/board-directors-meeting-65

A. South Bay Workforce Investment Board – No report given.
B. SCAG Committees – No meetings in August
   1. Energy and Environment (Judy Mitchell, Jim Osborne)
   2. Transportation (James Gazeley, Drew Boyles)
C. Air Quality Management District (Judy Mitchell, Joe Buscaino & Denny Shaw)
D. Santa Monica Bay Restoration Commission (Bill Brand/Kenneth Kao) – No report given.
E. Stormwater Funding
   1. CCCA/LCC Stormwater Funding Options Committee – No report given.
F. South Bay Association of Chambers of Commerce (Olivia Valentine)
G. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
H. KHHR (Hawthorne Airport) Committee re: Community Impacts
I. California Association of Councils of Governments – No report given.

Mr. Kiernan reported that Sacramento just enacted budget trigger cuts that were required due to lack of additional federal funding for COVID-19 response efforts. These initial cuts largely affect the education system currently. Additional federal relief will help prevent further cuts.

XI. UPCOMING EVENTS & ANNOUNCEMENTS
Ms. Bacharach reminded the Board of the November 17th SBFN celebration event.

XII. ADJOURNMENT
Chair Valentine adjourned the meeting at 7:38 pm to Thursday, November 19, 2020 at 6:00 pm. The meeting will be held virtually via Zoom until further notice.

David Leger, Assistant Board Secretary
South Bay Cities Council of Governments

November 9, 2020

To: SBCCOG Transportation Committee (from October 12, 2020 meeting)

From: Jacki Bacharach, Executive Director
        Steve Lantz, Transportation Director

Subject: City of Torrance Request for Additional Funds

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
Due to a lack of a quorum at the October 12, 2020 Transportation Committee meeting, this item was discussed at the October 14, 2020 Infrastructure Working Group meeting and was carried over to the November 9, 2020 Transportation Committee meeting.

The City of Torrance is requesting SBCCOG approval of additional funding for two active Measure R South Bay Highway Program (SBHP) projects. The two projects are MR312.23, the Torrance Transit Park & Ride Regional Terminal, and MR312.60, Crenshaw Blvd. Improvements from Del Amo to Dominguez Street. These two projects have been bid and awarded as a construction package to increase efficiency but are funded through two separate funding agreements.

The City has requested an additional $1,631,000 for MR.312.23, and $609,000 for MR312.60, for a total request of $2,240,000. The project cost increases are due to increases in material costs and delays caused by contractor issues. The project has been awarded to a new construction firm and is ready to move forward. Upon approval by the SBCCOG Board, the City and Metro will need to execute a Letter of No Prejudice to allow the City to continue working on the project pending formal Metro Board action on the source and timing availability for the additional funds. After consultation with Metro staff, SBCCOG staff is recommending the use of Measure M Multi-Year Subregional Program funding.

The Torrance Transit Park & Ride Terminal Project is a regionally significant project and will serve as a transit hub for Metro, GTrans, Beach Cities Transit, and Municipal Express Service and is the future terminal of the Green Line South Extension rail project. The accompanying Crenshaw Blvd improvements will ensure more efficient movement of vehicles in and around the Transit Center site.

RECOMMENDATION
The SBCCOG Transportation Committee recommends that the SBCCOG Board approve the City of Torrance’s request for an additional $2,240,000 and subsequently work with Metro and the City to identify the timing of the requested funds.
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STANDARD SUBCONTRACT AGREEMENT BETWEEN PATH (PEOPLE ASSISTING THE HOMELESS) AND SOUTH BAY CITIES COUNCIL OF GOVERNMENTS CONTRACT NO. 316-AO-20-619-620

This Subcontract Agreement (the “Agreement”) for the performance of outreach services is entered into as of September 30, 2020 (the “Effective Date”) between PATH (a.k.a. People Assisting The Homeless), a 501(c)(3) organization incorporated under the laws of the State of California (“PATH” or “Contractor”), with its principal place of business located at 340 North Madison Avenue, Los Angeles, California 90004 and South Bay Cities Council of Governments, a Joint Powers Authority organization incorporated under the laws of the State of California (“SBCCOG” or “Subcontractor”), having its principal office at 2355 Crenshaw Blvd Suite 125, Torrance, California 90501 (collectively the “Parties” or individually as “Party”).

RE bâtals

WHEREAS, Contractor considers Subcontractor qualified to perform certain subcontract services relating to PATH’s Prime Contract (defined below), which is funded by the County of Los Angeles (“County”) for the September 30, 2020 – September 29, 2021 term.

WHEREAS, Contractor wishes to retain Subcontractor to perform services relating to County’s Homeless Prevention Initiative in Supervisorial Districts Two (“SD2”) and Four (“SD4”);

WHEREAS, Subcontractor certifies that it is qualified to provide services under this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration as set forth herein, Contractor and Subcontractor hereby agree to the following terms and conditions of this Agreement:

TERMS AND CONDITIONS

1) SERVICES TO BE PERFORMED: Subcontractor shall provide the services described and detailed in Attachment B, Scope of Work (“Attachment B”), which is attached hereto and incorporated by reference herein. Subcontractor shall perform such services in accordance with all relevant laws, rules, regulations and criteria as set forth in this Agreement and as detailed in the Prime Contract by and between County of Los Angeles and People Assisting the Homeless for South Bay Cities Council of Governments (SD2), Contract Number AO-20-619 and in Prime Contract by and between County of Los Angeles and People Assisting the Homeless for South Bay Cities Council of Governments (SD4), Contract Number AO-20-620 (both are collectively referred to herein as the “Prime Contracts”), which are attached as Attachment A, Prime Contract (“Attachment A”) and incorporated by reference herein.

2) TERM: The term of this Agreement shall commence on September 30, 2020 and, except as otherwise provided for in this Agreement, shall continue in full force and effect thereafter until complete and full performance of the work described in Attachment B, but in no event later than September 29, 2021 (the “Term”).

3) COMPENSATION: In consideration for performance of the services described in Attachment B, PATH agrees to pay Subcontractor a not-to-exceed amount of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) (the “Contract Amount”), for services rendered, as further detailed in Attachment C, Compensation and Budget (“Attachment C”), which is attached hereto and incorporated by reference herein. This Contract Amount represents the full compensation for performance of all such services, and includes any and all expenses incurred by Subcontractor in connection with this Agreement. All invoices must be submitted to the appropriate PATH personnel as outlined in Attachment C.

4) AVAILABILITY OF FUNDING: Funding for this Agreement is subject to the appropriation and availability of funds provided by the County of Los Angeles and any and all other agencies, divisions or departments thereunder (collectively and individually the “Funding Agency”).
5) **TAXES:** Subcontractor shall be liable for all taxes imposed on it or its business by any state, local or federal government. PATH will not withhold any state, federal or FICA (Social Security and Medicare) taxes from Subcontractor’s Contract Amount payments, nor make any such tax payments. Subcontractor agrees to defend, hold harmless and indemnify PATH and the County from and against the payment of any taxes in connection with this Agreement.

6) **TRAVEL REIMBURSEMENTS:** Subcontractor is entitled to reimbursement for travel and/or per diem expenses, as further specified in Attachment C.

7) **INDEPENDENT CAPACITY:** The Parties understand and agree that neither Subcontractor nor PATH acts in any capacity as officer, employee, or agent of the Funding Agency, and that Subcontractor, its officers, employees and agents, in the performance of this Agreement, and in relation to PATH and the Funding Agency, are independent contractors. Accordingly, although PATH shall specify the general nature of services to be performed and the goals to be met, the details of performing such services and meeting such goals shall be determined by Subcontractor. This Agreement does not create a partnership relationship between the Parties, nor provide Subcontractor with any authority to enter into any contracts on behalf of PATH or the Funding Agency. Since Subcontractor is an independent contractor, Subcontractor shall not be entitled to any benefits or compensation from PATH, and shall in no event be entitled to any fringe benefits payable to employees of PATH.

8) **CONDITIONS PRECEDENT:** The following conditions shall be satisfied by Subcontractor before the obligations of PATH, as set forth herein, become binding and enforceable under this Agreement. The satisfaction of the following conditions shall be determined by PATH in good faith, and be made as a reasonable person would determine under the same circumstances:

   a. **TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION:** Subcontractor shall furnish PATH with an IRS Form W-9, including taxpayer identification number and certification information, after execution of this Agreement, but before any compensation is paid under this Agreement.

   b. **PROOF OF INSURANCE:** Subcontractor shall furnish PATH with certificates of insurance coverage, as specified under Section 22, Insurance Requirements, including any required endorsements evidencing such coverage, after execution of this Agreement, but before commencement of any Services.

9) **RESPONSIBILITIES OF PATH:** Any obligations of PATH beyond the duty to pay approved invoices are listed in Attachment B.

10) **RESPONSIBILITIES OF SUBCONTRACTOR:**

   a. **RECORDS RETENTION & INSPECTION:** Subcontractor shall maintain complete and accurate records to substantiate all charges, disbursement, or expenses made or incurred by Subcontractor in performance of the Services. In the event Subcontractor does not maintain appropriate documentation, claims for payment will not be valid, and therefore, not reimbursable. Any payments made by PATH subsequently found to be invalid and not reimbursable must be returned by Subcontractor. Subcontractor shall retain, and make available upon request, such books, documents, papers and records for a period of five (5) years from the date of final payment for the Services. Subcontractor understands that these records may be subject to review by PATH, the Funding Agency or any of their duly authorized representatives for purposes of conducting audits and/or examinations.

   b. **STANDARDS OF PERFORMANCE:** Subcontractor shall be responsible for all Services rendered hereunder, which shall be performed solely by Subcontractor, its officers, agents and employees. Subcontractor shall enforce strict discipline and good order among Subcontractor’s employees and other persons carrying out the Services. Subcontractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

   c. **CONFLICT OF INTEREST:** Subcontractor affirms that to the best of Subcontractor’s knowledge, there exists no actual or potential conflict of interest as to Subcontractor and its employees or agents and their business or financial interests, in performance of Services to be performed under this Agreement. Subcontractor also acknowledges that no prior or current relationships exist, which would prevent Subcontractor from entering into and fulfilling all obligations under this Agreement. In the event any conflict of interest does exist or may arise, Subcontractor shall immediately notify PATH, in writing, of such actual or potential conflict of interest, identifying persons and relevant circumstances found in the conflict of interest therein.

   d. **CONFIDENTIALITY:** In performance of this Agreement, Subcontractor, its employees, agents or representatives may be given access to or become acquainted with Confidential Information (defined herein as “Confidential Information”), which Subcontractor shall maintain in confidence and not use for any purpose, except as provided for by PATH. Confidential Information shall mean any technical, financial, marketing, business, personal or other information or records, obtained or developed by Subcontractor in connection to this Agreement, whether in oral, written or electronic form, including, but not limited to reports, specifications, plans, historic and current data, computer programs, client and program records, social security and tax identification numbers, client names, home addresses, personnel health records and medical information and other business, personal and/or proprietary information relating to PATH and/or its employees, clients, vendors, consultants, contractors, or other persons or entities with whom PATH conducts business. Nothing herein shall
impose or oblige Subcontractor to disclose any information, data or other material that Subcontractor is under any actual or implied duty to any third party to keep confidential. Confidential Information shall not apply to such information that is required to be disclosed by law, becomes available to the public, or is rightly obtained absent any breach by Subcontractor thereof.

e. COMPLIANCE WITH LAW & FINANCIAL CAPABILITY: Subcontractor shall comply with, and represents and warrants that it is in compliance with, all applicable federal, state and local laws, rules and regulations required thereby, and incorporated by reference herein, and shall possess, make available, and maintain all requisite permits, licenses and certificates necessary to perform under this Agreement. Subcontractor shall be responsible for compliance by any subcontractor or contract employee for the same, and shall require these and other provisions enumerated and incorporated by reference herein, in all subcontracts. Subcontractor certifies that it is financially capable of adhering to the foregoing, is financially solvent, and is not subject to any lienholder claims or encumbrances that would preclude or otherwise affect its ability to fully comply with and perform under this Agreement. In addition, Subcontractor shall comply with all requirements from the County, including those specified in Attachment A (the Prime Contracts) and in Attachment E, County Exhibits (“Attachment E”), which is incorporated by reference herein.

f. NON-DISCRIMINATION: In performance of this Agreement, Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900, et seq.), the regulations promulgated thereunder (Cal. Code of Regulations, Title 2, § 11000, et seq.), including the Nondiscrimination Clause (Cal. Code of Regulations, Title 2, § 11105) as set forth therein, Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (adopted pursuant to Government Code, §§ 11135–11139.5), and regulations or standards adopted by the Funding Agency to implement such article, which are incorporated by reference herein.

g. CONTRACT WORK HOURS AND SAFETY STANDARDS: In performance of this Agreement, Subcontractor shall comply, as applicable, with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et seq.), as supplemented by Department of Labor regulations (29 CFR Part 5).

h. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT: In performance of this Agreement, Subcontractor shall comply, as applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401, et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.).

11) SERVICES WARRANTY: Subcontractor shall provide and pay for all labor services necessary for the proper execution and completion of the Services. Subcontractor warrants that the Services shall be performed in a professional and timely manner. Subcontractor shall be solely responsible for all Services, including the procedures, means and coordination of the Services. Subcontractor shall supervise and coordinate the Services using Subcontractor’s best skill and attention.

12) MATERIALS WARRANTY: If applicable, Subcontractor shall furnish, provide and pay for all materials and supplies necessary for the proper execution, completion and performance of the Services. Subcontractor warrants that any such equipment and materials placed permanently in connection with the Services, as applicable, shall be new, of good quality and free of defects, as determined by industry standards.

13) CERTIFICATION OF CONTRACTOR:

a. DEBARMENT AND SUSPENSION: By executing this Agreement, Subcontractor certifies that it is not a party listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

b. ENERGY POLICY AND CONSERVATION ACT: By executing this Agreement, Subcontractor certifies that it and any subcontractor to this Agreement will, if applicable, comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

c. BYRD ANTI-LOBBING CERTIFICATION: By executing this Agreement, Subcontractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

d. NATIONAL LABOR RELATIONS BOARD COMPLIANCE: By executing this Agreement, Subcontractor certifies that no more than one final un-appealable finding of contempt has been issued by a federal court against Subcontractor within the last two years because of Subcontractor’s failure to comply with a federal court order requiring compliance with a National Labor Relations Board order.

14) INTELLECTUAL PROPERTY: Subcontractor hereby irrevocably transfers and assigns to PATH any and all rights, titles and interests to all materials including, but not limited to, works of authorship, photographs, recordings, designs, drawings, technical information, field developments, trade or service marks (collectively “Work Products”) created by Subcontractor in connection
with this Agreement. Subcontractor agrees to execute any and all documents and perform any such acts as may be necessary to establish, register, enforce, protect or otherwise maintain these rights by PATH. PATH shall be the sole owner of any and all copyrights and other intellectual property rights pertaining to or arising from the Work Products. PATH may make changes in, deletions from, or additions to Work Products, at its sole discretion.

15) **TERMINATION & BREACH OF CONTRACT**: This Agreement shall terminate automatically at the expiration of the Term. Either Party may terminate this Agreement for cause, at any time, effective immediately upon receipt of such notice. Termination for cause shall mean termination based upon a material breach of any term or condition of this Agreement, which either Party shall provide immediate notice to the other Party upon the discovery of any such breach. A material breach shall include, but is not limited to:

   a. Failure to perform the Services in an adequate or timely manner;
   b. Non-compliance with applicable laws, rules and regulations;
   c. Submission of false, misleading or erroneous information;
   d. Failure to maintain accurate or complete records;
   e. Disclosure of Confidential Information;
   f. Administrative or fiscal mismanagement; and
   g. Failure to provide PATH or the Funding Agency with access to Subcontractor’s fiscal and other records in connection with this Agreement.

Further, either Party may terminate this Agreement for convenience, at any time, with a ten (10) day advance written notice to the other Party, effective at the conclusion of such ten day period. PATH shall only be responsible for payment of Services charges incurred prior to termination of this Agreement if (1) Subcontractor does not perform Services or incur any unnecessary expenses after receipt of notice of termination, and (2) all claims for such payments are received by PATH within thirty (30) days following such notice.

16) **FORCE MAJEURE**: Neither Party shall be deemed to be in default of its obligations under this Agreement if and so long as such performance is prevented, restricted or interfered with by acts of God, war, government regulations or orders, disasters, civil disorder, strikes or any other similar act or cause not within the control of either Party.

17) **INDEMNIFICATION & HOLD HARMLESS**: Subcontractor shall defend, indemnify and hold harmless PATH, the Funding Agency, and each of their officers, board members, directors, agents, employees, representatives and successors-in-interest from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, materialmen and any other person, firm or corporation furnishing or supplying services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by Subcontractor in performance of this Agreement.

PATH shall defend, indemnify and hold harmless Subcontractor and each of its officers, board members, directors, agents, employees, representatives and successors-in-interest from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, materialmen and any other person, firm or corporation furnishing or supplying services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by Subcontractor in performance of this Agreement.

18) **INSURANCE COVERAGE**: Subcontractor shall, at its own expense, procure and maintain the following insurance coverages during the Term, unless otherwise specified herein, to protect against any and all claims arising from or in connection with performance of this Agreement by Contractor, its agents, representatives, employees or subcontractors, including, but not limited to, claims for bodily injury, property damage and death. Subcontractor understands and agrees to comply with any and all other insurance coverage requirements specified in this Agreement, including those described in Attachment A, Prime Contracts ("Attachment A") and Attachment D, Insurance Requirements ("Attachment D"), which is incorporated by reference herein. Subcontractor’s failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of this Agreement.

19) **REMEDIES FOR BREACH OF CONTRACT**: In the event that either Party breaches any term or condition of this Agreement, the non-breaching Party will be entitled to pursue any and all administrative, equitable and legal remedies permitted by law, as appropriate.

20) **DISPUTE RESOLUTION**: If a dispute arises out of this Agreement and cannot be settled through informal discussions or negotiations, the Parties agree to first try to settle in good faith by submitting the dispute to a sole mediator mutually selected by the Parties, or if the amount in dispute is less than Five-Thousand Dollars ($5,000), the Parties may also resolve the dispute by use of the small claims court in Los Angeles County. If the dispute is not then resolved, then, upon notice by either Party, such a dispute shall be settled by binding arbitration, administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules and Mediation Procedure and the Federal Arbitration Act ("FAA"), with the seat of such arbitration...
in Los Angeles County, California. The prevailing Party shall be entitled to attorney’s fees and costs associated with arbitration, and judgment on the written award may be entered by any court having jurisdiction. The contents and result of mediation and arbitration shall be held in strict confidence by all participants, each of whom will be bound by an appropriate confidentiality agreement.

21) **ASSIGNMENTS:** Neither Party will assign its interest or delegate its duties, in whole or in part, under this Agreement.

22) **MODIFICATIONS:** No amendments, alterations, changes or modifications to the terms and conditions of this Agreement shall be valid, unless made in writing, approved and signed by authorized representatives of both Parties.

23) **NOTICES:** All notices required to be given herein shall be made in writing and sent to the designated Party recipients as set forth below:

<table>
<thead>
<tr>
<th>PATH (PEOPLE ASSISTING THE HOMELESS)</th>
<th>SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn.: Jennifer Hark Dietz, Deputy CEO</td>
<td>Attn: Jacki Bacharach, Executive Director</td>
</tr>
<tr>
<td>340 North Madison Avenue</td>
<td>2355 Crenshaw Blvd Suite 125</td>
</tr>
<tr>
<td>Los Angeles, California 90004</td>
<td>Torrance, California 90501</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:JenniferD@epath.org">JenniferD@epath.org</a></td>
<td>E-Mail: <a href="mailto:Jacki@southbaycities.org">Jacki@southbaycities.org</a></td>
</tr>
<tr>
<td>Facsimile: (323) 644-2288</td>
<td>Phone: (310) 371-7222</td>
</tr>
</tbody>
</table>

All notices shall be effective upon receipt. The Parties may change the address for notification and name of the designated Party recipients to be notified by informing the other Party in writing of such change.

24) **APPLICABLE LAW:** Unless otherwise specified herein, this Agreement, and the rights and obligations of the Parties as set forth herein, shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles that would require the application of law from other jurisdiction.

25) **NO WAIVER:** Failure or delay by either Party to enforce any term or condition of this Agreement shall not constitute a waiver of such term or condition, or of any other term or condition found herein, unless such a waiver is in writing, provides consent, and signed by an authorized Party representative. Any waiver to, or waiver of, any breach by the other Party, shall not constitute waiver of, or excuse for any other different or subsequent breach.

26) **ENTIRE & INTEGRATED AGREEMENT:** Except as otherwise provided for herein, this Agreement constitutes the entire agreement, final expression and exclusive statement of mutual understanding between the Parties relating to the subject matter contained herein. The Parties acknowledge and agree that this Agreement supersedes and cancels all prior written and oral agreements, communications and understandings, of any type whatsoever, made between the Parties in connection to this Agreement. The Parties acknowledge and agree that neither Party has made any oral or written statements that are not included in this Agreement and that in any way induced either Party into entering this Agreement.

27) **SEVERABILITY & SURVIVAL:** The Parties herein agree that if any term or condition of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such term or condition shall be deemed stricken, and the remainder of this Agreement shall remain in full force and effect, and shall not be affected thereby. The Parties further agree that the rights, duties, obligations and warranties of the Parties, as set forth in paragraphs herein entitled “Taxes,” “Records Retention & Inspection,” “Audit Exception Liability,” and sections herein entitled “Confidentiality,” “Intellectual Property,” “Termination,” “Indemnification & Hold Harmless,” “Dispute Resolution” and “Applicable Law,” shall survive the termination of this Agreement to the fullest extent permitted by applicable statute of limitation laws.

28) **ORDER OF PRECEDENCE:** In the event of a necessary clear conflict between the terms and conditions found herein, attachments incorporated by reference herein and any subsequent amendments to this Agreement, then the later-in-time document shall govern.

29) **COUNTERPARTS & PHOTOCOPIES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement, a copy of which may be used as if it contained an original signature for all purposes.

30) **TIME OF ESSENCE:** Time is of the essence in performance of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed. The undersigned certify that by signing this Agreement, they are duly authorized to execute this Agreement.
The following Attachments follow the signature page of this Agreement. The Standard Terms and Conditions required of the Contractor by are incorporated by reference by way of these attachments.

1) Attachment A – Prime Contracts
2) Attachment B – Scope of Work
3) Attachment C – Compensation and Budget
4) Attachment D – Insurance Requirements
5) Attachment E – Los Angeles County Exhibits
PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

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

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

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

1. Services.

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

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

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

2. Term of Agreement. This Contract shall take effect January 1, 2021 and shall continue until December 31, 2022 unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended or amended by
mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

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

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

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

6. **Addresses.**

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

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

7. **Status as Independent Contractor.**

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

   B. Consultant shall certify that it has no employees. In the event that it acquires
employees, Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SBCCOG harmless from any failure of Consultant to comply with applicable worker's compensation laws.

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

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

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

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

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

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

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

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

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

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

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

16. **Non-Discrimination and Equal Employment Opportunity.**

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

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

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

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

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

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

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

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

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

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

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

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

"SBCCOG"
South Bay Cities Council of Governments

By: _________________________________
SBCCOG Chair (Signature)

Name: _________________________________

Date: _________________________________

Attest: _________________________________
Jacki Bacharach, SBCCOG Secretary

Contractor

By: _________________________________

(Signature)

Name: _________________________________

Title: _________________________________

Date: _________________________________
Exhibit A – Task Order #1
All compensation will be funded through grants received and in no event shall exceed the total amount designated for the tasks described.

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

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

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

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

Funding under this task order continues to come from the grant in a previously approved amount not to exceed $125,000 to compensate the Siembab Corporation and his subcontractors for a revised time period from December 1, 2018 to March 31, 2021.
Exhibit B – Task Order #2
All compensation will be funded through grants received and in no event shall exceed the total amount designated for the tasks described.

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

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

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

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

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

Exhibit C – Task Order #3
All compensation will be funded through grants received and in no event shall exceed the total amount designated for the tasks described.

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

This task expires with the Master Agreement on December 31, 2022.
South Bay Cities Council of Governments

November 19, 2020

TO:                  SBCCOG Board of Directors
FROM:         SBCCOG Steering Committee
SUBJECT:   SBCCOG’s proposals to SCAG for Regional Early Action Planning (REAP)

Grant funding

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 REAP funds are intended to increase local planning to accelerate housing production to increase housing supply to meet the 6th cycle of RHNA. The sub-regional COGs are the eligible recipients of the funds in order to provide technical assistance and capacity building to support local agencies. The REAP program will augment and complement funds awarded directly to local jurisdictions by SB 2 and the Local Early Action Program (LEAP).

Amount of Funding
Funding limits are based on the RHNA allocations and vary between sub-regions. While the final RHNA numbers have not been released, the SBCCOG will be eligible for over $600,000. If the SBCCOG does not apply, those funds will be re-allocated to other sub-regions. It is a “use it or lose it” program. Applications are due by November 30, 2020.

Key Requirement
Projects proposed must have a clear relationship to housing policy that will support new construction. Changes in zoning code and incorporation into the Housing Element are examples.

Projects Under Consideration
SBCCOG staff has been working with the Community Development Directors to determine what types of projects would be most helpful to their cities and the subregion. The accompanying memo summarizes the scopes and the cities interested in participating.

An update on the progress of these proposals will be provided at the meeting.

RECOMMENDATION
Approve proceeding with the 4 projects for submittal to SCAG.
<table>
<thead>
<tr>
<th>Project/Activity Name</th>
<th>Estimated Cost</th>
<th>Phase 1 funding</th>
<th>Phase 2 funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Commercial property analysis to promote housing</td>
<td>$325,000</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2 ADU analysis focusing on trends &amp; affordability to promote housing</td>
<td>$  75,000</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4 SB 330 compliance</td>
<td>$  38,000</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>5 Education and outreach</td>
<td>$  50,000</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

$112,000 unallocated at this time

1) **Commercial property analysis to promote housing**
   
   **Lead:** SBCCOG, Wally Siembab and consultants  
   **Participating cities:** El Segundo, Hermosa Beach, Manhattan Beach, Redondo Beach  

SBCCOG’s project will identify, working with participating cities, commercial properties – strip arterials, regional malls, office buildings, and industrial parks – that are strong candidates for redevelopment into housing.

This analysis will be conducted in cities that commit to considering the results as a guide to rezoning, incorporating into new housing elements, or generally meeting RHNA targets.

The SBCCOG will work with SCAG staff, city staff, market analysts, commercial realtors and housing developers in order to present participating cities with target properties for redevelopment into housing in quantities that will meet their RHNA requirements. The methodology will be documented and shared with South Bay cities who are not participating in this REAP project, and with other sub-regional COGs and cities in the SCAG region. Sustainability issues will also be considered such as transportation.

2) **ADU analysis focusing on trends & affordability to promote housing**
   
   **Lead:** SBCCOG, Wally Siembab & Jorge Gamboa (UCLA Capstone student)  
   **Participating cities:** El Segundo, Gardena, Gardena, Hawthorne, Hermosa Beach, Manhattan Beach, Redondo Beach, Rolling Hills  

Assess ADU trends in participating cities to determine the extent to which RHNA targets will be met through ADUs. Cost of rentals? Affordable? Pre-approved plans or target outreach to homeowners would be eligible as well as supporting financing or other direct assistance. Also identifying the transportation behavior of ADU occupants to establish whether new infrastructure is needed to make ADUs more sustainable. Consider conducting water and sewer infrastructure studies to confirm and plan for growth.

SCAG and HCD will be able to offer some technical assistance but when is not known.
3) **SB330 Compliance**  
   **Lead:** Redondo Beach  
   **Participating cities:** Hawthorne, Hermosa Beach, Manhattan Beach

The provisions in SB 330 that protect existing rental units caused a chilling effect on development in several municipalities within the South Bay Cities Council of Governments region. Many obsolete and legal nonconforming properties, in terms of residential densities, are ripe for reinvestment/REDEVELOPMENT, due to age and condition, but also to more modern development standards enabling newer housing configurations. Determination of protected status and a method for owners of limited means to waive their relocation benefits and right of first refusal would enable construction of new houses with accessory dwelling units as supplemental housing. A uniform reporting mechanism will help produce affordable housing units and prevent displacement of residents and households.

The deliverables and tasks for this activity are preparation of supplemental forms and legal review of documents. Together with the HCD Preliminary Application Form, the additional information will help document existing affordable dwelling units. By verifying the protected status of units, developers would be required to produce housing units of comparable size to those existing that provide affordable housing to low and very-low income households. Identifying units that house low and very-low income residents assists residents who are displaced to have adequate time to find alternative housing and facilitates community stability with the offer of comparable housing at an affordable rent. The expected outcome of the project is to assist in providing clear direction to developers who intend to remove existing, small housing units, but are uncertain of how to navigate SB330.

4) **Education and Community Outreach**  
   **Co-Leads:** Lomita & Hermosa Beach

Need outreach and education for community, elected officials and Planning Commissions for housing related legislation and housing element process and requirements that cities must meet. We understand that other subregions have proposed doing short videos. We would like to see those proposals to see if we can build on their work for the South Bay cities. Lower income areas would be targeted.
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TO: SBCCOG Board of Directors

FROM: SBCCOG Steering Committee

RE: Actions of Steering Committee since last Board meeting

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

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

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

- Extension of Agreement with City of Inglewood for SBFN cash flow
- Contract with McGowan Consulting to renew work with them for information on SBCCOG website
- Letter to LAWA requesting an extension to the statutory minimum 45 day comment period to 180 days for the Draft EIR on the Los Angeles International Airport Airfield & Terminal Modernization Project

More information on these items is available on request.

**RECOMMENDATION**

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH  

**Energy Efficiency**  

**Energy Efficiency Partnership Program – Regional Energy Network (REN)**  
*Contract year is January 1-December 31, 2020.*  
*Contract goals:* Enroll 10 agencies into the SoCalREN program  
*Status of goal:* 6 cities enrolled to date

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

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

**Water Conservation**  

**West Basin Municipal Water District Programs (West Basin)**  
*Contract year is July 1, 2020 through June 30, 2021*

**Task - Educational Outreach Support**  
**Exhibit Events**  
*Contract goal:* 100 exhibit events, presentations, workshops, networking opportunities, etc.  
*Status of goal:* 46 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of September 2020
Staff continues to work with West Basin and community event planners to identify opportunities to provide information virtually.

**Water Bottle Filling Station Program**

*Contract goal:* To assist with identifying locations for stations.

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

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

**Task - Support for Workshops, Events, & Webinars**

**Educational Classes**

*Contract goal:* 10 classes or webinars

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

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

**Rain Barrel Giveaway**

*Contract goal:* minimum of 5 and maximum of 6 events

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

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

**Task - Cash for Kitchens**

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

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

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

**Task - Change & Save (DAC) Program**

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

*Status:

- Number of calls: 30 in September
- Number of surveys completed: 500 surveys completed - GOAL MET
- Number of customers assisted with rebate application: 5 in October

SBCCOG staff continues to work with West Basin to help customers estimate their rebates prior to purchase of new units. The program has been so successful that West Basin is implementing a second outreach effort that includes program enhancements based on lessons learned. SBCCOG staff will have an increased role with resident application process in this second phase. Staff has also been working to tailor promotional language for e-blasts.
Torrance Water  
*Contract year is July 1, 2020 through June 30, 2021*

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

Water Replenishment District of Southern California (WRD)  
*Contract year is July 1, 2019-December 31, 2020.*

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

Sanitation Districts of LA County (LACSD)  
*Contract year is July 1, 2020-June 30, 2021*

Task 1. Educational Outreach Support  
*Exhibit Events*  
*Contract goal:* 100 exhibit events, presentations, workshops, networking opportunities, etc.  
*Status of goal:* 46 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of October 2020  

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

Los Angeles Department of Water and Power (LADWP)  
*Contract year is January 1-December 31, 2020.*  
*Contract goals:*  
- 8-12 targeted special exhibit events - *Status of goal:* 6 completed  
- 1 training for SBCCOG Volunteers on LADWP programs - *Status of goal:* To be scheduled Nov/Dec 2020.  
- 6-8 commercial kitchens to be identified for water assessments and conservation training - *Status of goal:* Staff continues to work with business organizations to identify locations for future assessments and trainings. SBCCOG staff contacted LADWP staff to discuss the commercial kitchen assessments in District 15.

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

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

CAGBN – The new goal is to certify 10 businesses in each city. SBCCOG staff continue to identify, certify, and assist businesses as well as promote the program through social media.  
*Contract goals - City of Hawthorne:* 10 certified green businesses; *Status of goals:* 2 certified businesses  
*Contract goals - City of Torrance:* 10 certified green businesses; *Status of goals:* 3 certified businesses
SBCCOG staff continue to outreach and work with businesses to achieve certification for programs.

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

As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (60), Lawndale (27), Hawthorne (43), Redondo Beach (16), El Segundo (15), Gardena (15), Carson (12), Inglewood (10), Manhattan Beach (8), Palos Verdes Estates (7), Rancho Palos Verdes (7), Hermosa Beach (5), Rolling Hills Estates (4), Lomita (3), Lennox (2), and Los Angeles County – Community of Westmont (1) for a total of 235 businesses in the program as of the end of September 2020.

**Transportation**

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

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

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

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

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

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

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

**Outreach Events**

In October

- 4 - Virtual Community Events
- 1 - Virtual Business Event
- 5 - Virtual Networking Meetings
- 5 - Virtual Workshops – 4 were promotion only

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

- 8 – Community Events – (SBESC participated in all 4 in Oct).
- 4 – Business Events
- 24 – Networking Meetings
- 10 – Workshops – (4 promo only in Oct.)
Media

Social Media (during the month of October)
- SBCCOG -- Totals for Social Media (SBCCOG) (top tweet – right)
  - Twitter: 275 followers total, 1,700 impressions* 7 posts
  - Facebook: 136 likes total, 271 impressions 11 posts

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

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

Earned Media/Articles/Network TV
- “South Bay Officials Seek to Reduce Homelessness Through Homesharing Service” – MyNewsLA.com (October 17, 2020)

- “Renting Rooms to the Unhoused in the South Bay” - LAist (October 19, 2020)
  https://laist.com/latest/post/20201019/renting_rooms_to_the_unhoused_in_the_south_bay

- “Port of Los Angeles Receives $9.9 Million Infrastructure Development Grant” – MyNewsLA.com (October 22, 2020)

- “Port of Los Angeles Receives USD 9.9 Mn Infrastructure Development Grant” – SeaNews (October 22, 2020)

- “Port of L.A. gets $10 million grant to fix bridge interchange” – L.A. Biz (October 22, 2020)

- “Port of L.A. garners $9.9M grant” – HomeTextilesToday (October 23, 2020)
  https://www.hometextilestoday.com/industry-news/port-of-l-a-garners-9-9m-grant/

Volunteer Program

Status of Program: 5.00 hours October 2020
Grand total as of 10/31/2020 - 20,313 (starting April 2008)
Volunteer participation remains low due to COVID-19.

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

November 19, 2020

TO: SBCCOG Board of Directors

FROM: Steve Lantz, SBCCOG Transportation Director

RE: SBCCOG Transportation Update Covering October 2020

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

Federal

US DOE Launches $100 Million Green Hydrogen Fuel Cell Plan For Long Haul Trucks
The U. S. Department of Energy on October 8th announced a new five-year, $100 million green hydrogen and fuel cell truck plan aimed at driving down the cost and improving the efficiency of fuel cells in order to replace diesel with hydrogen for long-haul trucking.

To date, the Zero Emission Truck (ZET) initiatives have focused on battery electric trucks. However, Volvo and Daimler have just created a fuel cell partnership and others are considering hydrogen fuel cells for long-haul trucks.

The primary source of hydrogen today is natural gas, but the federal program is focusing on splitting hydrogen from water using electricity by making large scale electric hydrogen production systems more durable, efficient and affordable.

Because hydrogen can be transported by pipeline, vehicle, or watercraft without depending on the construction of major new electricity transmission lines, it raises the possibility of eventually positioning both large-scale and small-scale hydrogen fuel stations throughout the country.

State

California Energy Commission Approves $384 Million For Zero-Emission Transportation
The California Energy Commission (CEC) approved a $384 million plan for clean transportation investments to boost the adoption of zero-emission cars and trucks. The plan focuses on closing gaps in zero-emission fuels and infrastructure to support Governor Gavin Newsom’s executive order phasing out the sale of new gasoline-powered passenger vehicles by 2035.

The 2020-2023 Investment Plan Update for the CEC’s Clean Transportation Program prioritizes funding for zero-emission vehicle (ZEV) manufacturing, electric and fuel cell charging infrastructure, and related workforce development and manufacturing. The program will also include $10 mil to address COVID-19 recovery efforts and to provide state matches for related federal grants.
The funds will become available over the next three years and will be distributed to projects through a mix of competitive funding solicitations and direct funding agreements. In response to engagement with the program advisory committee and the Disadvantaged Communities Advisory Group, the CEC will seek to provide 50% of funds from this plan to projects that benefit low-income and disadvantaged communities.

**Will EVs crash the State’s grid?**

An executive order signed by Gov. Gavin Newsom on September 23rd aims to ban the sale of new gasoline-powered cars and light trucks in the state by 2035. The new goal compounds an existing state mandate that all retail electric sales be 100% carbon free by 2045. And Southern California expects demand for electricity by its customers to rise by 60% by 2045.

In addition, Californians will still be allowed to drive gasoline-fueled vehicles after 2035, and to buy them in the used-car market or import new vehicles from other states. They just won’t be allowed to buy new ones in-state.

Fortunately, in the short term the California Energy Commission has seen less than 2% growth in electric demand since 2009 while the population has grown by almost 7%. Increases in demand at the grid level have been held down by improved efficiency in electric equipment and appliances and the growth of “behind-the-meter” solar residential installations. And demand may ramp up slowly. SCE projects that EV ownership will rise to about 7.5 million vehicles, or about 25% of the state’s vehicles, based on expectations that about two-thirds of new-vehicle sales will be EVs by 2030.

Experts believe there is no technical or economic reason the grid can’t support full electrification of vehicles in the next decade. However, post 2030, California’s current electrical grid capacity today wouldn’t be sufficient to provide power for a projected 26 million EV cars and light trucks by 2035.

So what needs to be done in the state to accommodate the policy shifts and consumption growth? Meeting projected increased demand while also weaning California away from natural gas will require several inter-related strategies to be successfully implemented over the next 15-20 years. Improved efficiency of battery storage technology at the grid level and at the consumer products level will need to become significantly more efficient.

Planning must also become more granular. Knowing how much more electrical capacity California will need is a complex calculation of many variables, including the mix of battery-powered, hydrogen, or other technologies, continued growth in solar power (particularly for residential uses), continued increases in efficiency, expanded charging infrastructure, and improved understanding of the time of day that vehicle and grid batteries are being charged.

Because solar is bringing the cost of daytime charging down and changing peak pricing periods, the state’s electrical grid will have to be reconfigured to serve workplaces rather than homes and workplace owners and operators will need to provide charging stations for those vehicles. Edison projects that the necessary change would require about $75 billion in transmission and distribution investment at California ISO’s level.

The most important element in the state’s transition to EVs may well be coordination, to counteract the effect of fragmented responsibilities in the state for electrical generation,
distribution and planning. The various state agencies will need to work together to balance the costs of growing power generating capacity with the pace of growing demand.

**CA Program Helps Low-Income Californians Afford Cleaner Cars (and Now, E-Bikes)**
The Clean Cars 4 All program — basically California’s “cash for clunkers” — gives low-income Californians a chance to trade in their older car for a hybrid or all-electric vehicle. Or, residents can opt to go car free and receive vouchers for transit passes or car sharing programs, and most recently, rebates on electric bikes.

The program is administered by the four air quality districts in the State, locally by the SCAQMD. Across the board, residents can choose to either scrap and replace their car, or scrap and receive a voucher for alternative transportation. All districts have income-based eligibility requirements and require that the car is in running condition and is 1995 or older. Grants vary between $4,000 and $9,500, depending on the applicant’s household income and preference for vehicle replacement or alternative mobility option.

Last year, Senate Bill 400 expanded the Clean Cars 4 All program to allow electric bikes and bike-sharing to be included as mobility options in the grant program, meaning that participants can choose to trade in their gas-guzzler for an e-bike or public transportation voucher.

**Region**

**Metro Board Approves Microtransit Pilot Areas With $1 Fare; Launches TAPforce App**
The fare structure and first service areas for the three-year MicroTransit Pilot Project, a ride-hailing program that will be operated by L.A. Metro, were approved on September 24th by the L.A. Metro Board of Directors. One of the initial zones will include LAX and the core of Inglewood.

Metro Micro will offer on-demand, shared ride service for short trips within designated service zones in Los Angeles County at an introductory rate of $1 per ride (transfer not included) during the six-month pilot projects.

A new fare payment and trip planning technology behind the project will allow riders who have TAP accounts to plan entire trips — both on Metro Micro and other mobility options— using real-time booking and payment through a new cloud-based mobile app on their smart phone or internet browser that Metro has named TAPforce, or by using Metro’s call center. Riders will be able to pay by using their TAP card, a TAPforce account on their iPhone (and soon on their Android phone), or with a debit, credit or prepaid credit card.

The TAPforce collaborative payment and trip-planning technology also enables participating agencies and private sector partners to offer a wide range of promotions, discounts, and rewards programs on their individual systems and for interagency mobility programs.

The TAPforce application is already being used for non-transit modes. For example, on the first day of the new program, LA Metro signed up 1,000 new Metro Bike Share customers. Once the six-month pilot programs are completed, Metro staff will return to the Board to consider potential microtransit service area and fare adjustments. Metro is also interested in expanding rider options even further through innovative partnerships.
Publicis Sapient provided LA Metro with TAPforce, a cloud-based Salesforce Community and Commerce application that turns traditional fare cards into digital accounts, giving patrons access to more mobility options more easily through integrated, customized applications accessible through each customer’s TAPforce account.

**Metro To Off Free Rides, Ballot Drop Off Boxes On Election Day**
Metro will offer free service on its rail and bus lines on Election Day, Nov. 3rd. In addition, vote-by-mail ballot drop-off boxes have been placed at 19 rail and bus stations and L. A. Union Station and El Monte Station are being used as official vote centers from Oct. 24 through Nov. 3.

The following Metro rail and bus stations will have vote-by-mail ballot drop-off boxes:
- El Monte Station and Union Station
- North Hollywood
- 7th Street Metro Center
- Hollywood/Western
- Vermont/Santa Monica
- Wilshire/Vermont
- Expo/Vermont
- La Cienega/Jefferson
- Downtown Santa Monica
- Willow
- Willowbrook/Rosa Parks stations
- Mariachi Plaza
- Sierra Madre Villa
- Aviation/LAX
- Harbor Freeway
- Norwalk
- Harbor Gateway Transit Center
- Sepulveda

**ALERT! It's Time To Start Following LA City's Parking Rules Again**
The bad news: the City of Los Angeles ended its COVID-19 moratorium on issuing parking tickets on October 15th. The good news: LADOT will delay booting and impounding of "scofflaw vehicles" until Jan. 1. And the city will not impound vehicles when someone is living in them. The following city rules are back:

- **72-hour rule:** In the city of L.A., you don't have the license to park in a public spot forever. You have a maximum of 72 hours before your car can get towed. It doesn't matter if you're in a residential street with no signage for miles.
- **Overnight parking:** It’s technically allowed in the city of L.A. But in several other cities, including Pasadena, Alhambra, Beverly Hills and Culver City, overnight parking is not allowed unless you have a permit.
- **The street sweeping guardians have no mercy:** Street sweepers came and left? Street sweepers don't even show up? Doesn't matter. In L.A. city, if you're parked in a street sweeping spot during designated "no parking" hours, you're still eligible to get a ticket.

**TRENDS**

**Autonomous Cars Are Slowly But Surely Gaining Momentum In California**
Remember the predictions that held 2020 was meant to be the year robot cars went mainstream? Those 2020 hopes dashed in the avalanche of unmet New Year resolutions. The principal reason is that machine learning needed for cars to be autonomous and safely operated without a human backup driver is much more complex than initially thought by optimistic engineers.

Despite the engineering challenges, regulatory progress is being made for paid rides in autonomous cars — with and without backup drivers. However, the 130-page proposal from the California Public Utilities Commission still needs to go through months of comments from the public and the companies.

Two years ago, Waymo was the first company to get a permit to test robot cars without a driver on California roads. But it has never done so. Waymo says the roadblock is adoption of state guidelines for running an autonomous ride service. Waymo won't say when it will do no-driver tests here, but meanwhile it's ramping up city testing in San Francisco, in addition to Mountain View; opening a new facility in the Bayview; and embarking on a hiring spree.

General Motors subsidiary Cruise, the other company that's furthest along in self-driving, received permission in October to operate its Chevy Bolts without humans aboard. It plans to do so by year end — the first company to operate truly driverless cars in San Francisco.

Besides Cruise and Waymo, three other companies — Zoox, AutoX and Nuro — have California's OK to test cars without backup drivers. Lyft, which has centered California testing of its robotaxi pilot around Palo Alto, is now expanding to San Francisco. It also just resumed its robo-taxi rides in Las Vegas after pausing for several months during the pandemic.

Despite the entrepreneurial optimism and investment, some experts think robot cars are more likely first to be used in theme parks and sports venues rather than on public streets.
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The Housing Problem

Housing development is needed in the metropolitan regions of the state, particularly in the job-rich sub-regions. The imbalance results in demand exceeding supply near job centers resulting in housing prices that are unaffordable to those employed in many of those centers. This causes sprawl and high volumes of VMT for the commute to work.

Legislative Strategies Proposed Between 2018-2020

Recently proposed legislative strategies to address the housing problem have been based on that problem definition. These are some of their flaws:

Local governments are blamed for constraining housing development – they are not the problem

Legislators hold local governments solely responsible for the shortage of housing construction. Specifically, by maintaining single family zoning and by delaying administrative processes. In reality, there are many factors affecting housing construction including costs of labor, materials and land; costs of borrowing for construction and buyer mortgages; complex state laws, and especially market assessments. Making local governments scapegoats and branded as “NIMBYs” fails to address the actual constraints and creates a space hostile to authentic dialogue and negotiation.

There is plenty of housing development in Los Angeles County, however it is dominated by building for the luxury market. Apparently local governments are not impeding those builders.

Affordability is treated solely as an issue of housing supply while ability to pay is also a factor

Affordability is defined by the cost of the product in relation to the ability of consumers to pay. To address the affordable housing shortage, the state should also look for demand-side programs that address household income. The well-documented wealth disparity and the shrinking middle class manifest in many markets, housing being among the most critical. Note that in the fall of 2019 there were more vacant units in Los Angeles County than homeless people. Rents are experienced as too high when incomes are low.

Housing is treated as if it is a “commodity” but it is a much more complex product and price will not respond to supply increases

Increasing supply to lower prices does not apply in a housing market because housing is not a commodity. A commodity is interchangeable with other products of the same type. A barrel of oil or a bushel of grain is basically the same product, regardless of the producer. Increasing the supply -- bringing more of a commodity to market -- will lower its price.

Housing prices are based on complex variables. Location (which can vary from one block to the next) and characteristics (total square feet, number of bedrooms, layout of rooms, number of bathrooms, units per building, direct entrance from outside, parking arrangements and more) make high level comparisons impossible.
Housing supply is just not a commodity and so more supply does not mean lower price as it might with a barrel of oil. Empirical research on the impact of increased supply on housing prices has validated this conclusion.

Location adjacent to job centers or public transit is treated as more desirable to consumers than house characteristics such as internal size.

Another leading theory in addressing housing market failures is that location is more important than product type. Home quarantine in response to COVID-19 has resulted in increased preference for single family living on lots with backyards. Telework has facilitated the out-migration from crowded apartment districts to more spacious areas on the periphery and, in some cases, out of state to places like Montana. Proximity to work is not required for information workers. Long commutes will become increasingly rare.

Public transit service performance in many areas, the South Bay in particular, is so poor that housing in proximity to it does not relieve the auto-dependency that produces GHG emissions.

Living space is highly correlated with wealth. The rich like spacious living. Being middle class means the most affordable option is a modest sized single-family home. Increasing density in single family neighborhoods, especially through by-right privileges, is understood by many as an attack on the middle class itself.

By-right density is justified by the premise that local government’s single-family zoning is the main barrier to increasing housing supply but over-riding local zoning violates the public trust, and reduces the possibility that GHG emissions can be controlled.

The SBCCOG opposed SB 827 and SB 50 and all other bills that proposed by-right development. One basis for the opposition lies in the concept of the public trust, a foundation of democratic government, with its idea that within the public lies the true power and future of a society. Local zoning ordinances are a product of a democratic process based on direct public participation. A state policy that negates those public decisions is clearly un-democratic.

Because of the climate crisis and the absolute need to reduce GHG emissions, local planning has never been more important. The goal of South Bay cities is to use housing development to shape “complete neighborhoods” for environmental and social purposes. This is to be achieved through a process we refer to as Neighborhood Oriented Development which is the basis for the sub-regional Climate Action Plan – the plan that identifies strategies and policies for reducing GHG emissions in compliance with state established targets.

Over-riding local zoning cedes authority over the urban form to for-profit developers who, without guidance from local policies including zoning, should not be expected to develop a sustainable built environment. This is the wrong time to reduce the significance of the only planning centers that can produce carbon-reducing policies.

The “No Housing” Legislation Option

COVID-19 has in the minds of most policy makers, changed everything. Jobs and housing markets are in turmoil. Many businesses have closed permanently. Transit demand, waning for the last 10 years, has dramatically declined further. New practices like telework, distance education and telemedicine suddenly appeared as adaptations and there is substantial evidence that housing preferences have turned from small and dense to larger and spacious.
Meanwhile, despite having formulated policies over the last several years, housing density advocates are virtually alone in not re-thinking their policies. Buildings have a long life – typically 50 to 100 years – so development policies need to be grounded in reality, not theory. It will be irresponsible of the state legislature to pursue its housing policy arc as if COVID-19 had not happened. The legislature must step back and re-assess housing needs as COVID-19 recovery begins and a new normal emerges.

Specifically, the Department of Finance should be directed to review its population forecast. Key variables that have changed due to COVID include international in-migration, domestic out-migration, deaths over births, and the household formation rate – a significant factor that can be flexibly estimated to reach political objectives and which should be available for broad public scrutiny before re-calculating RHNA targets.

**SBCCOG’s Proposed Legislative Responses**

The South Bay Cities Council of Governments, on behalf of our 15 incorporated cities, offer this legislative agenda that we believe will more effectively address the housing affordability problem than previous legislative proposals. These are broadly defined initiatives that we intend for our representatives to use as a guide when fashioning specific legislation or offering amendments to proposals submitted by others.

In general, the state is larger than most nations and incredibly diverse – demographically, economically, geographically, etc. Effective housing policy will respect that variety and allow local jurisdictions to adopt strategies that fit their circumstances.

As a consequence of that diversity, local jurisdictions have unique needs. Sub-regions in Los Angeles and Orange Counties need an approach that is different from the IE or North County. The SBCCOG wants to see legislation that addresses those diverse characteristics and meets the needs of the individual sub-regions rather than adopting a blunt instrument of statewide one-size-fits-all policy.

State bureaucracy is organized in silos. However, those silos converge and hit the ground in cities where housing problems are encountered along with GHG emissions, air quality, traffic, schooling, policing, budgets and more. Everything impacts everything else. Cities must use housing development to fit within broader strategy, especially for shaping “complete neighborhoods” through, in our case, a process of neighborhood oriented development. State government should not disrespect the analysis and politics that produced this strategy.

Assuming that some form of housing legislation proceeds in 2021, these are the themes that the SBCCOG proposes

1. **Assistance to help redevelop under-performing commercial districts into housing.** COVID-19 has accelerated a trend of declining physical retail underway for several years and added the prospect of similar impacts on office space. The health of every community requires redevelopment of space that has become obsolete; housing will help revitalize those areas.

2. **Funding to assess our current carrying capacity.** To absorb population growth, our cities must know which systems are in danger of being overwhelmed and need investment to protect quality of life. This will include sewers, solid waste systems, water supply, schools, medical systems, municipal services, broadband capacity, etc. A 2003 SBCCOG study of carrying capacity identified a serious shortage of open space which led one of our cities to develop a new park. Special attention must be shown to protect those most likely to absorb the costs of over-matched services -- our disadvantaged communities.
3. The State sets performance standards to ensure new housing complies with local sustainable policies. It is essential that legislation to stimulate new housing also mandates a companion mobility strategy that will reduce carbon generated by travel choices made by the occupants of those new housing units. The State should require new housing developments to meet zero emission targets established by the appropriate agency. For example, new housing developments above a threshold size could be required to submit a mobility plan showing how 50% of the trips generated will be taken on a zero emission mode. The State should set that standard just as CARB establishes the carbon reduction target that each region’s Sustainable Communities Strategy must meet.

4. Policy passed and signed into law should include an evaluation mechanism. Housing policy can impact the built environment for 50-100 years. It's important to get it right and correct wrong assumptions. New legislation should build-in an evaluation within 3 years of adoption. For example, no state agency is monitoring, let alone evaluating, the ADU policies. Since this program allows density increases by-right in single family neighborhoods, understanding its success developing affordable housing should be evaluated before density by-right is expanded.

5. Protect against gentrification and flipping by corporate speculators. With density by-right, large private real estate firms will have the incentive to purchase single family homes, (some distressed because of COVID-19) build maximum allowable units and sell as an income property. Should some by-right density legislation pass, it should limit corporate ownership.

6. Local government land use authority and institutional planning capacity is required in order to manage sustainability and resilience at the neighborhood scale. This involves siting decisions that are coordinated with mobility infrastructure and services, consistent with the sub-regional CAP if there is one, or the regional SCS if there is not. Development by-right will produce an entirely different outcome at a time when society cannot afford it. Adding density to auto-dependent single family neighborhoods will simply add carbon to the air and cars to the roads. Whatever might be gained in housing supply will be off-set by environmental damage.

7. Programs to support housing purchases by tenants. Housing purchase programs will help those households build equity to better secure their future. Many South Bay cities, especially those with disadvantaged communities, are home to long-time tenants who pay relatively high rents without the equity and protections afforded to owners. Housing legislation is needed to address this situation.

In addition to these 7 initiatives, the SBCCOG would support legislation that will meet the needs of the counties and sub-regions outside the metropolitan job centers. This includes:

- Develop incentives to form new businesses and generally attract jobs to housing-rich sub-regions.
- Incentivize medical and educational institutions to advance telemedicine and distance education programs for distribution throughout the region, reducing the absolute need for physical access.
• Fund MPOs to develop regional telework programs. Offer incentives to employers with telework programs, especially those that, for example, provide work sites within 3 miles of home for 50% of its workforce at least 2 days per week.

• Build affordable housing on affordable land in order to minimize large public subsidies. Sprawl is a development pattern not a location – auto dependent sprawl will not occur if the development pattern does not replicate sprawl. Legislation should incentivize exurban and low density communities to add housing in the form of complete neighborhoods. It is possible to protect the environment and offer single family housing to all who want it while considering declining commercial properties as good locations for multi-family housing to be developed.
Housing Subcommittee Proposal
The Establishment of Regional Housing Trust Funds
and Creating a Regional Affordable Housing Funding Program

Overview
Housing is the most consequential issue in California today. Housing in itself impacts a wide range of political, public health, and socioeconomic issues. To best address the ongoing crisis, Contract Cities calls for a local yet regional solution that demonstrates a statewide effort to address the housing crisis. The Contract Cities’ Housing Proposal (Proposal) calls for the mandated establishment of Regional Housing Trust Funds and the creation of an optional tool for local governments to fund affordable housing developments.

The Proposal would mandate each local government participate in a regional Housing Trust Fund. Housing Trusts are defined by California Health and Safety Code Section 50842. These Trusts will be governed and provide oversight by local governments to a regional body, such as a joint powers authority and/or a council of government. Housing Trusts are not new concepts and have been in existence for years, allowing for regional collaboration to fund affordable housing developments across local jurisdictions. However, these Trusts are often constrained by scarcity of resources. New funding is needed that would allow for new projects to become available and help cities expand and preserve affordable housing.

The Proposal would also allow the regional body to create a regional housing funding program to support the construction and preservation of affordable housing. As an allowable use, the regional body would have the ability to collect a regional housing development impact fee on new market-rate commercial and residential developments from member agencies. The program would utilize these fees as a funding source for member agencies to work collaboratively with other member agencies to support regional projects, including a “cap and trade” exchange program that would leverage member agencies’ share of Trust Fund fees collected to support projects in the region. The project would also allow for an expedited review process of projects, if the project met certain requirements outlined in the Proposal.

Objectives
I. Preserve existing affordable housing
II. Create new affordable housing
III. Support local government’s efforts with Regional Housing Needs Allocations
IV. Address the needs of individual local governments
The Proposal

I. **Mandate**

Requires all local governments to participate in a regional Housing Trust Fund. Existing Statute governing Housing Trust Funds would remain the same, allowing a trust to seek funding for affordable housing programs by bonding for money, providing loans, and seek other funding sources, including public and private funding that would support affordable housing.

II. **Program**

By establishing a regional Housing Trust Fund, local governments, as member agencies of a regional body, would be allowed to establish an affordable housing program and collect a regional housing development impact fee on new market-rate commercial and residential developments:

I. Allow for the creation of a regional affordable housing impact fee that would apply to all member agencies in the regional body on new market-rate residential and commercial developments. The regional body would be allowed to determine the appropriate fee structure that would best represent the needs of the region and that is equitable for all member agencies.

II. Authorize the regional body to collect the fees from member agencies, account for fees collected by each city, and administer funds for qualifying projects.

III. Establish a formula for qualifying affordable housing projects to receive funds from the Trust Fund.

IV. Establish a process and formula for local governments to receive additional funding from the Trust, based on a member agency’s contributions (shares) of Trust Fund dollars and create a “cap and trade” exchange funding program between local governments, based on a rate of RHNA count for “x” dollars.

V. Affordable housing multi-family developments would be exempt from the regional impact fee.

VI. Projects that meet a minimum percentage of affordable housing units, as established by the regional body, would be granted expedited CEQA Review.

VII. Existing regional Housing Trust Funds would be required to comply with the new legislation.
III. **Requirements for Funding an Affordable Housing Development**

Regional bodies, in partnership with member agencies, may establish additional guidelines to expand the success of the program and are in addition to guidelines set forth below:

I. A regional body, in partnership with member agencies, may establish a list of compatible affordable housing projects that would qualify for funding from the Trust Fund, including but not limited to mixed-use developments, accessory dwelling units, for-rent, for-sale, and projects in inclusionary zoning.

II. Projects must meet local development standards, local housing elements, and zoning requirements, as established by a member agency’s jurisdiction, including but not limited to objective design standards, heights, and F.A.R ratio.

IV. **Funding Formula Requirements and Processes**

I. Use of funding shall be based on certain criteria, established by the regional body, which would encompass the following requirements:

   i. Must meet a minimum percentage of a member agency’s share of RHNA, specifically for low- to very low-income housing.

   ii. A member agency’s shares of the Housing Trust Fund

II. A formula for project funding would be based on, but not limited to:

   i. A base percentage of the member agency’s shares of Trust Fund contributions (i.e. 20% of the member agency’s Trust Fund dollars).

   ii. A base percentage, less than the member agency’s shares, that would come from other member agencies’ share of Trust Fund contributions (i.e. 5%).

   iii. Establish a minimum and maximum limit to funding, based on a per-unit limit (i.e. project can receive funding for up to 20% of an affordable housing unit’s costs)
III. A project may also seek additional funding from the Housing Trust Fund, specifically through a “cap and trade” exchange, if another member agency is willing to exchange its share from the Trust Fund, in exchange for the member agency’s RHNA.

i. The exchange of RHNA for funding will be determined by the regional body to equate one RHNA to a percentage of funding or a dollar value (i.e. 1 RHNA for 10% of a unit’s costs, or $50,000).

IV. The project applicant would be required to provide all necessary documentation to establish a project as an affordable housing development (i.e. covenants, etc.).

V. CEQA Expedited Review
Projects that meet certain requirements, established below, would be granted, at a minimum, expedited CEQA Review.

I. Meets qualifications established in California Code of Regulations 15192, 15193, and/or 15194, and

II. Meets a city’s zoning and objective design standards, and

III. Provides a minimum percentage of affordable housing, as established by the regional body.
League Policy Committees
Los Angeles County Division President Blanca Pacheco has submitted her two appointments per policy committee for 2021. If you are still interested in participating in a policy committee, there are still 16 appointments per committee to be made by League President Cheryl Viegas Walker – applications are due by December 4 and can be found at www.cacities.org/Policy-Advocacy/Policy-Committees. If you haven’t already contacted me, please let me know if you are interested in applying.

Elections & New Mayors & Council Members Academy
Congratulations to all of the new mayors & council members elected on November 3rd. The League’s Annual New Mayors & Council Members Academy in January will look a bit different in 2021, the redesigned virtual event will be held over 4 days: January 21 – 22 and 28 – 29.
Similar to the Annual Conference, your registration will allow you access to all the virtual educational sessions and networking opportunities, plus the ability to use your credentials to access recordings of the sessions in the event that you miss the live event. Registration is now open at www.cacities.org/nmcma.

Strategic Planning for 2021
The League is seeking input and feedback on the biggest issues facing cities in the next three years. Members have until November 19 to complete the easy online survey. Survey results will help determine the League’s 2021 legislative priorities that will be adopted by the board in December. The survey has become an important source of information for the League, and the feedback received will play a vital role in developing member-informed legislative priorities for the year.
This survey takes just a few brief minutes to complete, and provides an opportunity to help influence and inform the priorities, expectations and goals of the League. Legislative priority-setting is a central element of the League’s December board meeting, as the goals established set a course for the organization for the coming year. The League’s effectiveness as the leading voice of California cities is only possible when we focus on the common interests of our members, which is why your feedback is vital.

Upcoming Events
- City Attorneys’ Department Virtual Conference, Oct. 16, 23, 30, and Nov. 6
- Municipal Finance Virtual Conference, Dec. 7, 9, and 11
- Fire Chiefs Leadership Virtual Seminar, Dec. 10
- City Clerks New Law & Elections Virtual Seminar, Dec. 17-18
- LA County Division General Membership Meeting, Jan. 7 – details to be announced
- New Mayors & Council Members Academy, Jan. 21 – 22 & 28 – 29

Unfortunately, the Los Angeles County Division has made the decision to cancel the Annual All-Cities Holiday reception that normally takes place in December due to the health impacts of COVID-19.
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ABOUT
The Regional Council is the governing board of the Southern California Association of Governments and consists of 86 elected officials representing 191 cities, six counties, county transportation commissions, transportation corridor agencies, tribal governments and air districts in Southern California.

AGENDA
Click here for current and archived Regional Council meeting agendas and videos.

HIGHLIGHTS FROM THE MEETING

The 11th Annual Southern California Economic Summit is bringing together leading voices in business, policy, planning and academia on Tuesday, Dec. 1 to develop strategies for building back a strong, inclusive Southern California economy.

ACTION
REGIONAL COUNCIL AUTHORIZES THE RELEASE OF THE DRAFT 2021 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM FOR PUBLIC REVIEW AND COMMENT
SCAG's Regional Council voted today to release the Draft 2021 Federal Transportation Improvement Program (FTIP) and the associated transportation conformity analysis for a 30-day public review and comment period, which will run from Nov. 6 through Dec. 7.

Developed in partnership with state and local agencies through a bottom-up process, the draft 2021 FTIP reflects a continued emphasis on properly maintaining the region’s transportation system. It currently includes more than 2,000 projects for the region, totaling nearly $35.3 billion over six years. In addition, these projects will benefit the regional and local economies with an estimated 104,000 direct jobs created each year. The Draft 2021 FTIP also reflects how the region is moving forward in implementing the policies and goals of Connect SoCal, SCAG's long-range strategic vision for regional transportation investments and reducing greenhouse gas emissions.

SCAG will be holding two virtual public hearings regarding the Draft 2021 FTIP on Tuesday, Nov. 17 and Wednesday, Dec. 2. For more information visit ftip.scag.ca.gov.

**ACTION**

**RESOLUTION ADOPTED TO SUBMIT THE SCAG 2020 TITLE VI PROGRAM FOR STATE AND FEDERAL REVIEW**

SCAG's Regional Council voted today to approve the SCAG 2020 Title VI Program. Title VI of the Civil Rights Act prohibits discrimination based on race, color or national origin in programs or activities receiving federal financial assistance. Throughout its history, SCAG’s policy has been to not discriminate against any person with respect to a SCAG program or service. This commitment is incorporated into all of SCAG’s operations and activities including public outreach efforts which aim to engage all segments of the population in the transportation planning process. Key components of the SCAG 2020 Title VI Program include the Language Assistance Program for limited English proficient populations, Public Participation Plan, subrecipient monitoring procedures and SCAG’s new, ad hoc Special Committee on Equity and Social Justice. For more information visit scag.ca.gov.

**INFORMATION**

**WADE CROWFOOT SPEAKS ON CALIFORNIA CLIMATE VULNERABILITIES, ADAPTATION STRATEGIES AND OPPORTUNITIES**

Wade Crowfoot, California Secretary for Natural Resources with the California Natural Resources Agency, presented to the Regional Council on California’s climate vulnerabilities and opportunities to enlist the state’s natural and working lands in the fight against climate change. Crowfoot confirmed that climate change mitigation and adaptation planning have become more pressing with each passing year as the region experiences extreme health, safety and economic impacts from intensified wildfires, inland flooding and mudslides from torrential rainstorms, coastal flooding exacerbated by sea-level rise, and intensified urban heat island effects from unusually high temperatures. California has committed to pursuing innovative actions, strategies and partnerships to maximize the full climate benefits of soils management, wetlands restoration, active forest management and green infrastructure. The California Natural Resources Agency leads and coordinates California’s climate adaptation and natural resources policies, and supports more than 26 distinct departments, conservancies, and commissions as it leads efforts to steward California’s natural environment.

**INFORMATION**

**SCAG RELEASES THE SOCAL CLIMATE ADAPTATION PLANNING GUIDE**

SCAG staff shared with Regional Council the recently published the SoCal Climate Adaptation Planning Guide which helps the region’s jurisdictions improve resilience to climate-related stressors such as extreme heat, wildfire, drought, flooding, heavy precipitation and sea-level rise. The SoCal Climate Adaptation Planning Guide addresses existing vulnerabilities through the lens of land use and transportation and provides implementation tools for local jurisdictions to adapt to climate change. It also includes tools for stakeholders to more effectively communicate about climate stressors and identify opportunities for the region’s land use pattern and transportation system to be more adaptable, resilient and respond to hazards relating to a changing climate.
SCAG RECOGNIZES OUTGOING REGIONAL COUNCIL AND COMMITTEE MEMBERS

SCAG President Rex Richardson recognized and thanked the outgoing board and committee members for their service.

Outgoing Regional Council members include Immediate Past President Bill Jahn, City of Big Bear Lake; Mayor Rusty Bailey, City of Riverside; Councilmember Steve Nagel, City of Fountain Valley; Councilmember Jeanine Pearce, City of Long Beach; Councilmember Charles E. “Chuck” Puckett, City of Tustin; Mayor Miguel Pulido, City of Santa Ana; Councilmember Meghan Sahli-Wells, City of Culver City; Councilmember Lyn Semeta, City of Huntington Beach; and Councilmember Herb Wesson, City of Los Angeles.

Outgoing committee members include Councilmember Emily Gabel-Luddy, City of Burbank; Councilmember Toni Momberger, City of Redlands; Councilmember Greg Morena, City of Santa Monica; Councilmember James Osborne, City of Lawndale; Councilmember Thomas A. Small, City of Culver City; Councilmember Joseph Tessari, City of Eastvale; and Councilmember Bonnie Wright, City of Hemet.

SCAG HOSTS HOUSING PRODUCTION ROUNDTABLE

In response to President Richardson’s 2020-2021 Work Plan: A Framework for Recovering and Reimagining a Resilient Region, SCAG hosted the first of three virtual roundtable meetings to discuss ways the region can accelerate housing production for households of all income levels.

A primary goal of these meetings is to equip local governments and subregional entities with the tools they need to ensure that Local Early Action Planning and Regional Early Action Planning dollars are deployed in a manner that addresses local needs, advances regional priorities and fosters innovation and collaboration. This first meeting involved 36 local government practitioners, including seven representing our subregional partners. The facilitated discussion by Richard France of Estolano Associates explored how subregional partnerships can help meet our region’s diverse housing needs. The meeting featured several speakers from across the state who are exploring cross-jurisdictional partnerships to meet shared housing goals. SCAG also invited representatives from five jurisdictions to share best practices, gather feedback, and discuss housing priorities for their communities.

Find more information about President Richardson’s goals to support housing production, preservation and protection in the full work plan at scag.ca.gov.
NEWS FROM THE EXECUTIVE DIRECTOR

REGISTER FOR SCAG'S 11TH ANNUAL SOUTHERN CALIFORNIA ECONOMIC SUMMIT

On Tuesday, Dec. 1, SCAG will host the Southern California Economic Summit virtually for the first time in its 11-year history. Join civic and business leaders from across Southern California for this vital conversation centered around “Charting an Inclusive Regional Recovery.”

In the wake of the COVID-19 pandemic, Southern California’s cities, families and cornerstone industries have all been seismically impacted and face enormous challenges on the road to recovery. Leading voices in business, industry, planning and academia will join the conversation in panel and roundtable discussions to help define strategies for building back a strong, inclusive Southern California economy.

General admission tickets are $50. The ticket fee may be waived for elected officials and city managers of SCAG’s member jurisdictions. Reserve your seat today.

6TH CYCLE RHNA APPEALS PROCESS UPDATE

The window for cities to appeal their draft Regional Housing Needs Assessment (RHNA) allocation closed on Oct. 26. A total of more than 50 appeals were filed by local jurisdictions. Following the Regional Council’s adoption of Connect SoCal in its entirety on Sept. 3, SCAG distributed the draft allocations to local jurisdictions on Sept. 4. The appeals process follows steps laid out in the adopted RHNA Appeals Procedures. All appeals received by SCAG have been posted at scag.ca.gov/housing.

Local jurisdictions and the State Department of Housing and Community Department may now provide comments on the appeals submitted to SCAG. Comments should be sent to housing@scag.ca.gov before 5 p.m. on Thursday, Dec. 10.

SCAG staff will contact the jurisdictions that filed or are subject to appeals to share the date of their RHNA Appeals Hearings. The hearings are scheduled to take place between Dec. 11, 2020, and Jan. 10, 2021, but may also be extended until Feb. 9, 2021, if necessary. For questions or comments about RHNA, please contact housing@scag.ca.gov.

SCAG RECEIVES $1.25 MILLION GRANT FOR GO HUMAN PROGRAMS

Earlier this year, SCAG was awarded a $1.25 million grant from the California Office of Traffic Safety to fund continued work through Go Human, SCAG’s regional active transportation safety and encouragement program. The new grant kicked off on Oct. 1 and will help fund Go Human activities through Sept. 30, 2021, including:

- Go Human’s Community Safety Ambassador Cohort Program, a participatory and experiential planning and leadership series.
- Resilient Streets Strategies, which implements street activations that address safety and resiliency in response to the pandemic.
- Safety Mini-Grants, which fund local projects led by community-based organizations.
- Sub-Regional Safety Peer Exchange Program, a series of community-informed virtual sessions for stakeholders and practitioners addressing traffic safety.
- Co-Branded Safety Advertisements, print and digital graphics provided at no cost to jurisdictions who have committed to the Go Human Safety Pledge.

To strategically shape these programs in alignment with local community needs, and in response to the impacts of the pandemic, Go Human held a Community Listening session on Oct. 19 to provide the public with an opportunity to give their input. More than 27 representatives from across the region provided feedback, which has directly informed upcoming strategies. Go Human will continue to facilitate similar listening sessions in the future. Please visit the Go Human webpage for details on future activities and events.
UPCOMING MEETINGS

November

17th Legislative/Communications & Membership Committee
19th Environmental Justice Working Group
24th Transportation Conformity Working Group
25th Modeling Task Force

December

2nd Executive Administration Committee
15th Legislative/Communications & Membership Committee
17th Public Health, Sustainable Communities & Climate Adaptation Working Groups
24th Transportation Conformity Working Group
Thursday, Nov. 5, 2020, I attended my first meeting with the Energy and Environment policy committee of SCAG/ the Southern California Association of Governments, as our newly elected SBCCOG delegate.

**ACTION/ Discussion item: Climate Change Action Resolution**

1. After extensive discussion, the action item on the Climate Change Action Resolution was tabled for future review and suggested added changes and will be brought back at the January 2021 meeting.

**INFORMATION ITEMS**

2. SoCal Climate Adaptation Planning Guide: We had several interesting presentations. The one that would be of most interest to our cities was the review of the Southern California Adaptation Planning Guide, which was initiated in February 2019. Since a number of our cities are in the process of updating their General Plan it is important to know that SCAG will be making model policies available for General Plans, organized by general plan elements and climate hazard type. These templates will be available to help incorporate climate change adaptation elements into the local approval process for our General Plans.

   - The Climate Adaptation Planning Guide has a 4-stage process:
     a. Explore, Define, and Initiate changes to the general plan
     b. Assess vulnerabilities to climate change, which Include:
        1. Wildfire risk
        2. Extreme Heat
        3. Sea Level Rise
        4. Flood risk
     c. Define Adaptation Framework and Strategies
     d. Implement, Monitor, Evaluate, and Adjust:
        -- Including funding mechanisms for these adaptation projects.

3. Climate Action Planning and Renewable Natural Gas, presentation by Joe Avila, Sr. Policy Director, SoCal Gas

4. SunLine Transit Advancing Alternative Fuel Buses and Infrastructure,
   - Presented by Lauren Skiver, CEO and General Manager, Sunline Transit

5. This agenda item was deferred until next month: Overview of 2022 South Coast Air Quality Management Plan and Near-term Air Quality Planning Challenges, by Dr. Philip Fine, Deputy ED, South AQMD

6. The Chair report and Staff Report were also deferred due to time constraints.
The South Bay Association of Chambers of Commerce (SBACC) had its monthly virtual meeting on November 3, 2020. Here are the highlights of that meeting:

Key Initiatives.

- A Los Angeles World Airports -EIR Update. This presentation was made by Glenda Silva and Evelyn Quintanilla, who reported that Los Angeles World Airports (LAWA) is in the process of obtaining an EIR for the Airfield and Terminal Modernization Project. There are proposed terminal, landside and airfield improvements, including improving the runway exits to enhance safety, improving taxiways C and D, and development of Terminal 9, with up to 12-18 new gates. Also the roadway system is being reconfigured to make it easier and less congested to gain access to the Central Terminal Area (CTA). The Draft EIR has been submitted for public comment, which is due by December 14. A virtual public meeting will be held on December 1.
- Charles Gale presented an update on the Delta Conveyance. The Metropolitan Water District (MWD) is a water wholesaler which serves Southern California. The Delta water serves 19 million people in the Southern California area. Mr. Gale said the environmental process is beginning again and the Delta Conveyance has to consider 7 aquatic species. On December 8, the Board will hold its meeting in which it will determine whether the MWD should continue to fund the environmental work.

Governmental Affairs Report.

- The 2020 Policy Platform was discussed, with such priorities as legislation funding for struggling businesses, recovery and reopening, tourism and hospitality, maintaining local control in response to housing legislation, and supporting the aerospace businesses.
- The Nominating Committee presented its slate of candidates for 2021.
- The 2020 Annual Installation and Awards Luncheon will be held on December 10. It will feature a virtual lunch. Tickets are $20.00.

Submitted by:
Olivia Valentine,
Chair, South Bay COG
The South Bay Aerospace Alliance (SBAA) held its November meeting on November 3, 2020, via teleconference. Here are the highlights of that meeting:

- Mike Gin reported that the Los Angeles Air Force Base (LAAFB) holds its Community Partnership/Community Action Team Meeting in a forum setting, discussing issues that affect base members. They want to find more ways of interacting with the local community.

- Ed Peura gave the U.S. Space Force update. The Space Force is moving forward to establish a field command. The Space Force will have three commands: acquisitions, operations, and training. The LAAFB and SMC are expected to have a major role.

- The Guest speaker was Jose Anaya, Dean of Community Advancement at El Camino College, working in the area of workforce development and customized training. El Camino is looking for a facility of about 50,000 square feet to house an Aerospace Development Center. The center would contain an aerospace development program, including digital technology, advanced robotics, and customized training, to help upskill existing aerospace employees. This effort is being encouraged by DOL and DOD, who see the lack of STEM talent as a threat to national security.

- The City of Torrance withdrew from consideration for hosting the U.S. Space Force. There was no reason given by the reporter.

Submitted by:

Olivia Valentine, Chair, South Bay COG