South Bay Cities Council of Governments

SBCCOG Board of Directors’ Meeting
Thursday, July 23, 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.  June 25 & June 29 Board Meeting Minutes (attachments) – Approve (Page 3-12)

B.  Contract with FMF Pandion for Dominguez Channel Watershed Management Group (attachment) – Approve (Pages 13-20)

C.  Contract Renewal with Ygrene (attachment) – Approve (Pages 21-24)

D.  Contract with Silvernest for Home Sharing (attachment) – Approve (Pages 25-45)

E.  Comment Letters sent by Steering Committee due to deadlines (attachments) – Receive & File
    1.  Metro Long Range Transportation Plan (Pages 47-51)
    2.  Measure H 2020-2021 Expenditure Plan (Pages 53-54)

F.  Monthly Reports – Receive and File
    1.  South Bay Environmental Services Center Report (attachment) (Pages 55-60)
2. Transportation Report (attachment) (Pages 61-66)
3. Reports from Outside Agencies (attachments for each at end of the agenda)
   a. Metro Service Council Report by Don Szerlip (Pages 73-74)
   b. SCAG & Committees
      1. Regional Council (Drew Boyles, Mark Henderson, James Gazeley) (Pages 75-87)
      c. League of California Cities & La Division Legislative Committee (Bea Dieringer & Jeff Kiernan) (Page 89)
      d. Air Quality Management District (Judy Mitchell, Joe Buscaino & Denny Shaw) (Pages 91-93)
   e. South Bay Association of Chambers of Commerce (Olivia Valentine) (Page 95)

VII. PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)
   A. COVID-19 Business Impact & Reopenings (6:15 pm)
      1. Mark Wilbur, President & CEO, Everything HR & Employers Group & Biz Fed
   B. COVID-19 Impacts to Restaurants (6:35 pm)
      1. Jackson Kalb, Restaurant Association

VIII. TRANSPORTATION REPORTS (6:50 pm)
   A. Metro Report - Board member James Butts/Mike Bohlke/Steve Lantz
   B. Transportation Committee report

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (7:00 pm)
   A. Legislation of Interest to SBCCOG (attachment) – Approve (Pages 67-72)
      a. Support AB 1314, SB 1130
      b. Oppose AB 725, AB 1851, AB 2168, AB 2345, SB 1085, SB 1138
   B. South Bay Fiber Network
   C. Senior Services
   D. Homeless Services
   E. SCAG Regional Early Action Program funds to accelerate housing
   F. Special Board meeting on Policing and Public Safety in the South Bay
   G. Office Update
   H. Sharing City Responses to the Coronavirus, Reopening Strategies, Protests and Other Challenges – discussion

X. AGENCY REPORTS (7:20 pm)
   NOTE: Oral reports will only be made to clarify or amplify written attachments
   No Attachments received
   A. SCAG Committees
      1. Energy and Environment (Judy Mitchell and Jim Osborne)
      2. Transportation (James Gazeley)
      3. Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)
   C. Santa Monica Bay Restoration Commission (Bill Brand/Kenneth Kao)
   D. Stormwater Funding
      1. CCCA/LCC Stormwater Funding Options Committee (Hany Fangary)
   E. South Bay Workforce Investment Board (Chris Cagle)
   F. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
   G. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)
   H. California Association of Councils of Governments - CALCOG (Britt Huff)

XI. UPCOMING EVENTS & ANNOUNCEMENTS

XII. ADJOURNMENT

Next Board meeting - Thursday, August 27, 2020
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Number of Active Agencies: 15, 17, 16, 17, 17, 17, 17
Quorum Required (50% +1): 8, 9, 9, 9, 9, 9, 9
Number of Agencies Attending: 13, 14, 13, 15, 16, 16

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

II. INTRODUCTIONS
In attendance were the following voting elected officials:
- Cedric Hicks, Carson
- Drew Boyles, El Segundo
- Rodney Tanaka, Gardena
- Olivia Valentine, Hawthorne
- Stacey Armato, Hermosa Beach
- Ralph Franklin, Inglewood
- Jim Gazeley, Lomita
- Joe Buscaino, LA City
- Hildy Stern, Manhattan Beach
- Kenny Kao, Palos Verdes Estates
- John Cruikshank, Rancho Palos Verdes
- Christian Horvath, Redondo Beach
- Bea Dieringer, Rolling Hills
- Britt Huff, Rolling Hills Estates
- George Chen, Torrance
- Jennifer LaMarque, SD-4

The following non-voting elected officials were in attendance:
- Senator Ben Allen, Senate District 26
- James Butts, Inglewood

Also, in attendance were the following persons:
- Martha Guzman-Hurtado, El Segundo
- Tunisia Johnson, Inglewood
- Jacob Haik, LA CD-15
- Aksel Palacios, LA CD-15
- Denny Shaw, AQMD
- Diana Coronado, BIALAV
- Greg Farr, Caltrans
- Asia Powell, CPUC
- Mark Dierking, Metro
- Sarah Jepson, SCAG
- Arnold San Miguel, SCAG
- Aurelia Friedman, Rep. Ted Lieu
- Sam Liu, Sen. Allen
- Olina Wibroe, Sen. Allen

Andrew DeBlock, Asm. Muratsuchi
Sarah Patterson, SCAG
Jacki Bacharach, SBCCOG
Kim Fuentes, SBCCOG
Wally Siembab, SBCCOG
Steve Lantz, SBCCOG
David Leger, SBCCOG
Natalie Champion, SBCCOG
Rosemary Lackow, SBCCOG
Brooke Heri, SBCCOG
Philip Friess, Public
Marta Rodriguez, Public
William Nash, Public

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

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA
Ms. Bacharach requested the following changes to the agenda be approved: Approval of an invoice for SBCCOG requested construction improvements at the new office; consideration of a Vehicles Miles Traveled metric implementation letter; and consideration of a Housing Element letter. All information handed out related to these items is available here: https://www.southbaycities.org/committees/board-directors/board-directors-meeting-62

MOTION by Board Member Hicks, seconded by Board Member Valentine to ADD the items to the agenda. No objection. So ordered.

V. PUBLIC COMMENT
Sarah Jepson shared that SCAG is adopting the ConnectSoCal plan in 2 phases due to feedback received. Phase 1 was already adopted to comply with federal requirements. Phase 2 will be in approved September. SCAG has been working with city planners to look at impacts of COVID-19 and how the ConnectSoCal plan can help with recovery efforts. After the September action, the key goal is to have a compliant sustainable community strategy to ensure the SCAG region continues to receive state transportation funding.
The following public comment was submitted in writing in advance of the meeting:

From Diana Coronado (Building Industry Association):

To the Honorable South Bay Cities Council of Governments Board of Directors,

My name is Diana Coronado and I would like to provide public comment on behalf of the Building Industry Association. The Building Industry Association is a non-profit trade Association representing nearly 1,200 companies all affiliated with building housing for all.

On behalf of our membership, I would like encourage the South Bay Cities COG board to send a letter to the Governor asking for a Vehicle Miles Traveled (VMT) extension. We are asking for this due to challenges related to cost, on-going litigation and the current pandemic.

We are not alone in this ask many cities who have already adopted VMT are still sending letters of delay to the Governor based on the aforementioned factors, including of the City of Hawthorne and over 30 different Southern California jurisdictions, including COGs, Board of Supervisors, Cites and government agencies.

As you know, since COVID-19, there have been dramatic changes in transportation patterns such as: the expansion of working from home, learning from home, even receiving medical care from home; and there have been significant decreases in public transit ridership. Based on its current form, SB 743’s Vehicle Miles Traveled (VMT) regulations do not take these changes into account.

The requested extension would allow for the informed consideration of VMT and other potential changes to California Environmental Quality Act (CEQA), affecting municipalities and many different business industries alike. Additionally, funding for the establishment of a regional VMT program has not been approved, and no work on a VMT mitigation fee program has been completed by the Southern California Association of Governments (SCAG) for the region.

Lastly, The Two Hundred (a group focused on stopping the growing racial wealth gap) has filed an injunction against moving forward with VMT, because the most vulnerable marginalized communities are suffering disproportionately. This belief has been further reinforced by the CA Legislature and so many others, who are also asking for this extension.

Thank you for considering sending a letter of delay to the Governor for more me to implement VMT.

VI. CONSENT CALENDAR

A. May Board Meeting Minutes (attachment) – Approved
B. No Cost Contract Extension with Fehr & Peers for Local Travel Network Project (attachment) – Approved
D. Legislation of Interest to SBCCOG (attachment) – Approved
E. Monthly Reports – Receive and Filed
   1. South Bay Environmental Services Center Report (attachment)
2. Transportation Report (attachment)
3. Reports from Outside Agencies
   a. Metro Service Council Report by Ralph Franklin
   b. League of California Cities & LA Division Legislative Committee (Bea Dieringer & Jeffrey Kiernan)
   c. SCAG & Committees (attachment)
      1. Regional Council (Judy Mitchell, Mark Henderson, James Gazeley)
   d. Air Quality Management District (Judy Mitchell, Joe Buscaino, Denny Shaw)
   e. South Bay Association of Chambers of Commerce (Olivia Valentine)
   f. South Bay Workforce Investment Board (Chris Cagle)

Board Member Dieringer asked to remove Item C from the Consent Calendar to discuss further.
MOTION by Board Member Gazeley, seconded by Board Member Franklin, to APPROVE all items of the Consent Calendar except Item C. No objection. So ordered.

C. 2020-21 Budget

ITEM C. Board Member Dieringer thanked Ms. Bacharach for providing the additional budget information and asked that the updated information be provided as part of subsequent budget previews. Board Member Dieringer asked for additional information on the positions that are being added to the organization and funding mechanisms for those positions. Ms. Bacharach and Ms. Fuentes explained that all SBCCOG staff positions are at-will and could be eliminated if funding sources disappear. The specific Energy position being discussed is due to new grants that were awarded to the SBCCOG. Normally this work would have likely been given in part to the SBCCOG’s current Energy Engineer on call, Greg Stevens. However, due to the stipulations in the grant, the SBCCOG is not allowed to subcontract out for the services which prohibits Greg Stevens from working on the grants because he is a contractor, not an employee. Ms. Fuentes added that Mr. Stevens’ contract is mostly focused on gas related work as the Edison partnership recently ended.

MOTION by Board Member Armato, seconded by Board Member Tanaka, to APPROVE Item C of the Consent Calendar. No objection. So ordered.

VII. PRESENTATIONS

A. Experiences with the National League of Cities
   Board Member Buscaino, who serves as the President of the National League of Cities gave a brief overview of the organization and the work they do on behalf of cities throughout the country. Board Member Buscaino explained that the NLC represents over 19,000 cities, towns, and villages across the US and is the largest city organization in Washington DC. Priorities over the past year include homelessness and infrastructure, but the focus has recently been on the federal response to COVID-19 impacts on cities, particularly those under 500,000 in population that were ineligible for CARES Act funding. The NLC has been working closely with Congress to implement a new relief package that helps provide relief funding to cities of all sizes.

B. COVID-19 Business Impact & Reopening Survey May 2020
   This presentation was postponed at the request of the presenter.

VIII. TRANSPORTATION REPORTS

A. Metro Report
   Mr. Lantz reported that the Metro Board requested a report on the use of force by law enforcement on the Metro system; evaluation of current security contracts with LA County Sheriff, LAPD, and LBPD; and the efficacy of community policing at Metro. The Metro Board also wants to create a Metro Code of Conduct for the security personnel that starts with the agency’s vision, mission, and values and will help change the culture of enforcement. There were also motions made to request further information on the “mutual aid agreement” that appeared to link the cessation of bus service with the use of Metro buses to move protestors out of areas by police forces. The Metro Board wants more explicit protocol and procedures for the discontinuation of service in the future. The Metro Board also is looking to re-invigorate the Metro art program to focus on bus/rail station exhibits. Metro ridership has increased to 500,000 riders per day which is still lower than pre-pandemic levels but is showing signs of recovery. Lastly, the Metro Board is looking at a pilot program that cuts student fares by 50% for K-12, homeless, and students.

Chair Horvath took this time to thank Board Member Butts for his exceptional leadership of the Metro Board and his representation of the South Bay’s interests over his term. Board Member Butts thanked Chair Horvath for his partnership and noted that nothing would have been possible if it wasn’t for the teamwork that took place.

Ms. Bacharach noted that Metro Board Member John Fasana who is the longest serving Metro Board Member and represents San Gabriel Valley cities is retiring in November. His departure will have a big impact on the Metro Board, particularly for the South Bay as he was a strong partner and supporter of South Bay issues.

B. Transportation Committee report
   a. Comments re: I-105 Express Lane EIR (attachment) – Approved
      Mr. Lantz gave a brief overview of the project and the request to include off-freeway arterial enhancements as part of the overall project that gets bonded. Because there are no federal funds...
building this I-105 ExpressLane, the project will have to bond against all future tolls collected to pay for construction, meaning that there will be no surplus revenues available for off-freeway improvements, unlike the I-110 ExpressLane which helps fund local projects. In order to have a truly integrated corridor, the SBCCOG is proposing the bonds be expanded to include local projects. The letter would also be sent to the Gateway Cities COG along with a request that they submit a similar letter as they represent the remaining I-105 Corridor cities.

**MOTION** by Board Member Franklin, seconded by Board Member Boyles, to **APPROVE** the letter. No objection. So ordered.

**IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES**

A. South Bay Fiber Network
   a. Contract with Magellan for Technical Services as needed
   b. Work Order #2 change order
   c. Work Order #3

Ms. Bacharach explained that the SBCCOG has been utilizing the services of Magellan Advisors for technical support during the buildout of the SBFN. The Magellan proposal included 3 tasks, but SBCCOG staff is only recommending approval of Task #1 with a not-to-exceed budget of $60,000 on an as-needed basis. Board Member Butts shared that he has worked with Jory Wolf of Magellan Advisors in the past and noted he is incredibly knowledgeable. Board Member Dieringer asked for clarification on the Magellan contract, noting that if the project is expected to be completed in August, is a $60k contract appropriate. Chair Horvath explained that they have been providing technical services, of which some will likely be needed following the last connection to the SBFN. He added that because this is a not-to-exceed contract that is billed hourly, if only a portion of that budget is needed, there will be obvious cost savings.

Ms. Bacharach moved on to explain the Work Order #2 change order which is needed due to reduced scope which also led to cost savings that will be reallocated to other site connections. Work Order #3 is for the additional sites not covered in Work Order #2, of which the SBCCOG office connection is one.

**MOTION** by Board Member Buscaino, seconded by Board Member Valentine to **APPROVE** the Magellan Contract as recommended by staff, **APPROVE** Work Order #2 change order, and **APPROVE** Work Order #3. No objection. So ordered.

B. Senior Services
   Ms. Bacharach reported that the LA County Great Plates Delivered program was extended through July 10th. Board Member Huff thanked the cities for providing special services to their seniors during the pandemic and announced the upcoming July 28th Senior Services Working Group meeting.

C. Homeless Services
   Ms. Bacharach reported that LAHSA submitted its “Post COVID-19 Recovery Plan” to the Board of Supervisors on June 23rd. Lomita’s Project Roomkey site is scheduled to decommission on July 29th and will serve as the pilot for the decommissioning process for the County. Current residents will be moved to other interim housing, including the Bridge Home opening in San Pedro on July 7th. The Lomita site is closing due to other commitments of the service provider. Measure H funding recommendations are expected to be released soon that will be followed by a two-week comment period. The next SBCCOG Homeless Services Task Force meeting is July 1st where there will be a presentation on the funding recommendations.

D. SCAG Regional Early Action Program funds to accelerate housing
   Ms. Bacharach announced that SCAG is allocating a certain amount of funding to use based on RHNA allocations. There is a July 1st deadline to apply for the Local Early Action Planning Grant Program funding that will provide grants to be used towards preparation and adoption of planning documents, process improvements to accelerate housing production, and to facilitate compliance with the 6th RHNA cycle.

E. Office Update
   Ms. Bacharach gave a brief update on the office move, noting that construction has been completed and staff is currently in the middle of unpacking items and preparing the office for eventual operations. She also added that due to changes in building ownership and a disagreement over improvements to the additional
space, SBCCOG staff has decided against moving forward with the expansion. She explained that the new owners received construction estimates and determined they were unwilling to pay for the costs without a $40,000 contribution towards the construction by the SBCCOG. SBCCOG staff attempted to get them to honor the deal made with the original owners, but they were unwilling to compromise and offered instead to amortize the $40,000 at 8% interest over the term of the lease. This is not be a financially prudent option, leading SBCCOG staff to reject that offer.

Ms. Bacharach added that staff is requesting Board authorization to pay for the construction upgrades requested by the organization during the build-out of the space. Chair Horvath added that the amount is within the overall move budget.

**MOTION** by Board Member Boyles, seconded by Board Member Franklin, to **APPROVE** payment of the construction invoice for the current office space. No objection. So ordered.

**ITEMS ADDED TO THE AGENDA**
Ms. Bacharach explained that there are two letters that are being considered for approval. The first letter requests a delay in the implementation of SB743 which changes the evaluation of road projects from a “level of service” to a “vehicle miles travelled” method. Public comment was received (available above) urging the delay due to impacts of COVID-19. The letter requests a one-year delay, but Board Member Valentine requested it be increased to a two-year delay.

**MOTION** by Board Member Valentine, seconded by Board Member Armato to **AUTHORIZE** the letter amending it to request a 2-year delay in SB743 implementation. No objection. Abstentions by Board Members Dieringer and LaMarque. Motion passes.

The second letter requests the Governor grant a six-month delay in the adoption of housing element updates. This letter was requested by the Community Development Directors and is supported by SCAG.

**MOTION** by Board Member Dieringer, seconded by Board Member Huff to **AUTHORIZE** the housing element letter. No objection. Abstention by Board Members LaMarque. Motion passes.

Both letters are available online here: [https://www.southbaycities.org/committees/board-directors/board-directors-meeting-62](https://www.southbaycities.org/committees/board-directors/board-directors-meeting-62)

**F. Sharing City Responses to the Coronavirus, Reopening Strategies, Protests and Other Challenges**
Board Members briefly shared their respective cities’ plans on re-opening city hall and other city facilities. Board Member Valentine also shared that their city is getting an enormous amount of complaints regarding fireworks, a sentiment shared by almost all other Board Members.

**G. Election of Officers** *(attachment) – Approved*
Ms. Bacharach announced that nominations are currently open but that the recommendation is to accept any floor nominations, close nominations, and accept the slate as recommended.

**MOTION** by Board Member Dieringer, seconded by Board Member Armato, to close nominations and accept the new slate of officers and at-large Steering Committee members are recommended by the Nominating Committee. No objection. So ordered.

Board Member Valentine thanked Chair Horvath for his leadership and accomplishments during the past year and asked Ms. Bacharach to share some additional comments. Ms. Bacharach shared additional sentiments from SBCCOG staff and highlighted the unique term Chair Horvath had beginning with travelling Board meetings and later on the virtual meetings required by the pandemic; his hands-on approach to developing an innovative General Assembly; and his active role on numerous SBCCOG committees. Board Members shared their thoughts and thanked Chair Horvath for his kindness, collaboration and inclusion, and continual adaptation to the ever-changing times. Senator Ben Allen also joined the meeting and thanked the Chair for his partnership and thoughtful leadership of the SBCCOG. Other guests in attendance also shared their thoughts with Chair Horvath and thanked him for his service.

Chair Horvath expressed his sincere gratitude to everyone and noted his observance that SBCCOG staff works incredibly hard and efficiently to provide outstanding service, adding that much of what he accomplished would not have been possible without the staff.
X. AGENCY REPORTS
NOTE: Oral reports are only made to clarify or amplify written attachments. All reports that were submitted or handed out are available online here: http://southbaycities.org/committees/board-directors/board-directors-meeting-62

A. SCAG Committees – No report given.
   1. Energy and Environment (Judy Mitchell, Jim Osborne)
   2. Transportation (James Gazeley, Drew Boyles)
   3. Community, Economic, & Human Development (Mark Henderson, Frank Zerunyan & Mark Waronek)

B. Santa Monica Bay Restoration Commission (Bill Brand/Kenneth Kao) – No report given.

C. Stormwater Funding
   1. CCCA/LCC Stormwater Funding Options Committee – No report given.

D. South Bay Aerospace Alliance – No report given.

E. KHHR (Hawthorne Airport) Committee re: Community Impacts – No report given.

F. California Association of Councils of Governments – No report given.

XI. UPCOMING EVENTS & ANNOUNCEMENTS
Chair Horvath announced the Special Board Meeting – A Dialogue for South Bay Elected Officials: Meaningful Changes to Policing that is taking place on Monday June 29th.

XII. ADJOURNMENT
Chair Horvath adjourned the meeting at 8:32 pm to Monday, June 29, 2020 at 6:00 pm. Meetings will be held virtually via Zoom until further notice.

David Leger
Assistant Board Secretary
I. CALL TO ORDER
Chair Horvath called the Special Meeting of the SBCCOG Board of Directors to order at 6:00pm.

II. ATTENDANCE

In attendance were the following voting elected officials:
- Cedric Hicks, Carson
- Drew Boyles, El Segundo
- Rodney Tanaka, Gardena
- Olivia Valentine, Hawthorne
- Stacey Armato, Hermosa Beach
- James Butts, Inglewood
- Jim Gazeley, Lomita
- Hildy Stern, Manhattan Beach
- John Cruikshank, Rancho Palos Verdes
- Christian Horvath, Redondo Beach
- George Chen, Torrance
- Janice Hahn, SD-4

The following non-voting elected officials were in attendance:
- Mark Henderson, Gardena
- Paulette Francis, Gardena
- Alex Monteiro, Hawthorne
- David Bradley, Rancho Palos Verdes
- Eric Alegria, Rancho Palos Verdes
- Heidi Ashcraft, Torrance
- Alex Villanueva, LA County Sheriff

Also, in attendance were the following persons:
- Mike Saffell, Gardena
- Erick Lee, Hawthorne
- Michael Ishii, Hawthorne
- Charles Lennon, LA County DMH
- James Powers, LA County Sheriff
- Jason Skeen, LA County Sheriff
- Alexandria Latragna, Manhattan Beach
- Ara Mihranian, Rancho Palos Verdes
- Joe Hoefgen, Redondo Beach
- Keith Kaufman, Redondo Beach
- Elaine Jeng, Rolling Hills
- Martin Serna, Torrance
- Jennifer LaMarque, SD-4
- Kyla Coates, SD-4
- Shari Weaver, Harbor Interfaith
- Daisy Paniagua, Rep. Lieu
- Dr. Erroll Southers, USC
- Jacki Bacharach, SBCCOG
- Kim Fuentes, SBCCOG
- Wally Siembab, SBCCOG
- David Leger, SBCCOG
- Natalie Champion, SBCCOG
- Cierra Washington, SBCCOG
- Amy Howorth, Public
- Marta Rodriguez, Public
- Lee Phillips, Public
- Dr. Joseph Lee, Public
- Kiran Magiawala, Public
- Susan Seamans, Public
- Fiona Pereira, Public

III. CONFIRM POSTING OF THE AGENDA BY THE CITY OF TORRANCE
The agenda was properly posted in the City of Torrance.

IV. PANEL I: Role of police, community policing and best practices, community expectations
Moderator: Dr. Erroll Southers
Panelists: Supervisor Janice Hahn, Shari Weaver, Dr. Joseph Lee, and Chuck Lennon

Chair Horvath introduced Dr. Southers and the participants on the first panel.

Dr. Southers led the panel through discussion on a variety of topics including:
- **What steps are needed to restore public confidence in law enforcement?** Panelists shared their views including increasing accountability; understanding different views of law enforcement and the experiences that lead to the views; and civilian oversight and transparency. There was also brief discussion surrounding the impacts of police not living within the cities/jurisdictions they serve. Relationships between police departments and communities can be heavily impacted by even small things such as this. Empowering or requiring officers who observe wrong-doing by fellow officers was also discussed as an important reform.
- "Reimagining Policing" Panelists provided their insight on what it means to “reimagine” the police where they are not the first responders (or not the only first responders) to all 911 calls. Some panelists noted their view that as funding for other services has dried up over time, the police have become the mechanism to deal with all of society’s ills such as homelessness, drug/alcohol abuse, and mental illness. The public largely calls on the police to deal with these situations when there may be a better set of first responders than armed police officers. There are many instances where a police presence may not de-escalate a situation and may actually escalate it. Alternatives discussed included concepts such as triage policing where the goal is to divert those with mental illness/addiction issues from police custody and instead provide them appropriate support services.

- Resources for implementing police reform and Measure H funding. A question was posed as to whether or not Measure H (LA County Homeless Services sales tax) could be used or modified to help facilitate the implementation of “reimagining police”. Supervisor Hahn noted that Measure H does allocate additional funding for mental health professionals and other services and that the Board of Supervisors specifically chose to not divert funding to police agencies.

- Implicit Bias and Training. There was discussion on implicit bias training both surrounding what is needed and what is currently done. Dr. Lee explained that human beings are all implicitly biased, based on their own unique life experiences and further elaborated that bias training is trying to teach something at an intellectual level when it is all learned on an experiential level. Overcoming biases needs to be done on an experience by experience basis, not necessarily a pre-planned workshop periodically.

V. PANEL II: Police Practices and Policies
Moderator: Dr. Erroll Southers
Panelists: Sheriff Alex Villanueva, Mayor James Butts, Councilmember Cedric Hicks, and Police Chief Keith Kauffman

- What is Community Policing and what are metrics of success? Sheriff Villanueva shared that he defines it as a shift in culture and a shifting from a “warrior mindset” to a “guardian mindset”. Success is not judged off of how many citations are given or the number of individuals put in jail, but more of how many relationships did an officer build and how many problems were solved. Councilmember Hicks echoed these sentiments and added that it’s also knowing the community and being connected to the local community leaders. Chief Kauffman noted that he also feels police need to be involved with the community early, often, and before there is even a problem, which is why he began the “Coffee with a Cop” program.

- Use of Force and training. There was discussion on the use of force, when it should happen, etc. Mayor Butts shared from his personal experience as a Chief of multiple police departments, this work begins with a City Council selecting the appropriate Police Chief who understands what the Council wants and to hold that person accountable. Sheriff Villanueva shared that the County’s Sheriff Department is not only doing implicit bias training as part of a recruit’s overall training, but recruits are instructed to evaluate each other which helps weed out potential “bad apples” earlier in the process. Chief Kauffman and Mayor Butts also touched on the academy training and that officers are trained from the start to anticipate and expect danger which leads to a very stressful mindset that further affects decision making. This causes officers to be unable to simply have a conversation with the public and for the public to continue seeing the police as an occupying force instead of being part of the community.

- Predictive Policing. A question was asked about the efficacy of predictive policing and its impact on finding “bad” officers. Chief Kauffman noted Redondo Beach does not utilize it and relayed the controversial aspect of it. He believes that instead of trying to anticipate where the next crime will take place, officers should be out in the community being proactive and preventing crime, not only being reactive. Mayor Butts added that it is impossible to predict where anything is going to happen and that all the predictive policing can do is help identify a pattern, but as soon as you base disciplinary police activity on crimes that have happened in an area, you criminalize everyone in that area.

- “Defunding the Police”. There was brief discussion on support for defunding the police and what it means. All panelists agreed that there is no support to simply eliminate the police. An additional infusion of funding for non-traditional policing (such as mental health professionals or other programs) is needed before you can begin eliminating police positions. After programs are identified to be working, then there can be discussions on police budgets, but most panelists cautioned that community policing programs would likely be the first to be eliminated when budget cuts are ordered.
XI. COMMENTS FROM THE PUBLIC
The following questions were posed in the meeting’s chat function and were forwarded to the panelists for further review and response due to time constraints.

- Mr. Hoefgen: What are some of the best practices you have seen/utilized in dealing with individuals with mental health issues and/or dealing with the homeless?
- Board Member Horvath: Can Measure H funding be modified to also be used in helping “re-imagine” PD responses by offsetting costs and personnel as it relates to Homelessness, mental Health and Addiction. Right now individual cities have to make spending a priority in order to include Field Mental Health clinicians, homeless outreach providers etc.
- Board Member Boyles: I understand Gartner and others, are developing predictive analytics to identify bad actor police officers. Where are we, in the County or individualizing agencies, on this? Our police chief in El Segundo did a white paper several years back, while in Irvine, about Implicit Bias, effectively showing that group training, ie POST, will not work for addressing individual’s implicit bias. Rather, implicit bias training must be done individually, and on a recurring basis. Any developments here?
- Ms. Rodriguez: I don't know about defunding police, my question as a civilian is how do police departments determine where police budgets go? I wonder in terms of staffing, training, equipment. People see viral images and traditional media images of police in military gear and riding military vehicles at protests and wonder is this where all police funds are going? People honestly don't know. How do we find out? Respectfully submitted.

XII. ADJOURNMENT
Chair Horvath adjourned the meeting at 8:00 pm to Thursday, July 23, 2020 at 6:00 pm. Meetings will be held via Zoom until further notice.

David Leger
Assistant Board Secretary
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of July 1st, 2020 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and FMF Pandion ("Consultant") hereafter referred to as "Parties."

RE C I T A L S

A. SBCCOG desires to engage the services of FMF Pandion as an independent contractor on behalf of the Dominguez Channel Watershed Management Group (DC WMG) to provide specified professional services as set forth in Exhibit A, to assist in fulfilling monitoring requirements pursuant to the Coordinated Integrated Monitoring Program (CIMP).

B. The goal of this project is to provide technical support and analysis for monitoring requirements of the Municipal Separate Storm Sewer System (MS4) Permit and related water quality studies. This includes the following tasks: providing support for sample analysis, reporting of laboratory results, coordination, and delivery of samples, technical support, and contract administration.

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

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

1. Services.

1.1 The nature and scope of the specific services to be performed by Consultant are as described in the Scope of Work (SOW) and the costs for these services are as detailed in Exhibit A attached hereto and incorporated herein by reference.

1.2 Consultant assumes full responsibility to manage and produce the project subject to oversight of the DC Project Manager. Consultant will take its directions as to performance of the project directly from the DC Project Manager. SBCCOG’s services shall be limited to processing Consultant’s invoices with the DC WMG’s approval for payment to Consultant.

1.3 DC WMG shall provide all relevant documentation in its possession to the Consultant upon request in order to minimize duplication of efforts. The DC WMG staff shall work with the Consultant as necessary to facilitate performance of the services. Consultant shall rely upon all DC WMG furnished data, documents, drawings or specifications as being complete and accurate unless otherwise noted.

2. Term of Agreement. This Agreement shall take effect for a period of one (1)
year from the date of execution of this Agreement or until June 30\textsuperscript{th}, 2021, whichever comes later, unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended by mutual agreement of all parties as may be necessary or desirable to carry out its purposes.

All work shall be completed expeditiously, excepting, however, any delays caused by Acts of God, regulatory agencies, changes requested by Client, labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the Consultant and without its fault or negligence. Should such cause for delay occur, the time for the performance or completion of said work shall be extended for a reasonable period to allow therefor.

3. **Compensation.** The total compensation for all work hereunder shall be on a Not-To-Exceed basis for each task and budget as itemized in Exhibit A. Compensation shall not exceed time, budget, and scope of each task.

4. **Terms of Payment.** Invoices shall be submitted the 15\textsuperscript{th} of every month on a percentage of completion basis of the deliverables as detailed in Exhibit A. The invoice should also include: an invoice number, the dates covered by the invoice, and a summary of the work performed towards the specific deliverable. Invoices shall be submitted to the DC WMG Project Manager for review, who will complete a review within one week of submittal. Upon review and approval of the invoice and expected deliverables as set forth in Exhibit B, the DC WMG Project Manager will send the approved invoice to the SBCCOG with authorization for payment. SBCCOG shall pay the invoices within forty-five (45) days of receipt only following the approval of the DC WMG Project Manager.

5. **Parties’ Representatives.** Jacki Bacharach shall serve as the SBCCOG’s representative for the contract administration of the project. Taraneh Nik-Khah shall serve as the DC WMG representative for task management and approval of the project. All activities performed by the Consultant shall be coordinated with Taraneh Nik-Khah. Tommy Wells 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
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

**DC WMG:**
Dominguez Channel Watershed Management Group
1149 S. Broadway Ave., 10\textsuperscript{th} Floor
Los Angeles, CA 90015
Attention: Taraneh Nik-Khah, DC WMG Project Manager

FMF PANDION
FMF Pandion
2235 Encinitas Blvd, Suite 107
Encinitas, CA 92024
Attention: Tommy Wells, Principal Scientist/Owner

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG, the DC WMG or any participating agency or otherwise act on behalf of SBCCOG, the DC WMG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG, DC WMG 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 or the DC WMG.

B. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SBCCOG and the DC WMG 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. Consultant provides no warranty or guarantee whatsoever, for any item or result which may be delivered under this Contract.

9. Indemnification. Each Party agrees to indemnify the other party, 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 resulting solely from its negligence or misconduct in performance of this Agreement to the limits of available insurance.

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

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

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

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

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

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

Ownership of intellectual property in any drawings, documents, information, samples, models, patterns, or any other tangible or intangible thing existing prior to the date of execution of the Agreement and any developments or improvements to that intellectual property and any intellectual property created or developed otherwise than in connection with the Agreement at any time remains with Consultant.

13. Conflict of Interest. It is understood and acknowledged that Consultant will serve as an agent of the SBCCOG and the DC WMG for the limited purpose of implementation of this project. Consultant warrants that it has no and will not acquire any conflicts of interest that would interfere with its performance of this Agreement.

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. **Subconsultants.** Consultant may subcontract all or any part of tasks listed in Exhibit A to agreed upon sub-consultants that have been approved by the DC WMG Project Manager.

18. **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 the DC WMG, 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.

   Approved reassignments under this Agreement will be under the strict management and oversight of the Consultant, and held to the same performance criteria and payment schedule as per the terms of this Agreement. Consultant shall charge no more than three (3) percent markup on approved reassignments to other entities in support of this Agreement.

19. **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.
20. **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.

21. **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. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. If mediation is not successful, either party may pursue all judicial remedies available to that party.

22. **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.

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

Jacki Bacharach – jacki@southbaycities.org
Taraneh Nik-Khah – taraneh.nik-khah@lacity.org
Tommy Wells – tommy.wells@fmfpandion.com

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

25. **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.

26. **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 DC WMG by 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 in conjunction with the signature of the DC WMG Project Manager.

27. 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:________________________________________
Olivia Valentine, Chair (Signature)
Title: ______________________________________
Date: ______________________________________

Attest: _____________________________________
SBCCOG Secretary

“Consultant”
FMF Pandion

By:________________________________________
Tommy Wells (Signature)
Title: ______________________________________
Date: ______________________________________
EXHIBIT A

Budget and Contract Ceiling:
Table 1 reflects the overall budget for this contract, including the relative amount allocated to each of the following tasks: (1) Contract Administration, (2) Coordination, Delivery, & Technical Support, (3) Laboratory Analysis & Reporting, and (4) Contingency.

Table 1. Overall Budget, Tasks, and Contingency

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<tr>
<th>Task</th>
<th>Description</th>
<th>%</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contract Administration</td>
<td>3%</td>
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<tr>
<td>2</td>
<td>Coordination, Delivery &amp; Technical Support</td>
<td>12%</td>
<td>$43,549</td>
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<tr>
<td>3</td>
<td>Laboratory Analysis &amp; Reporting</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>$362,912</strong></td>
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<tr>
<td></td>
<td>Contingency</td>
<td>10%</td>
<td>$36,291</td>
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<tr>
<td></td>
<td><strong>Total with Contingency</strong></td>
<td></td>
<td><strong>$399,203</strong></td>
</tr>
</tbody>
</table>

If cost savings are identified for a particular task, DC WMG Project Manager may reallocate those funds to other tasks related to monitoring support services. Likewise, if needed, the contingency funds can be allocated to other tasks, as identified by the Project Manager.
MEMORANDUM OF UNDERSTANDING BETWEEN
YGRENE ENERGY FUND CALIFORNIA LLC AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
REGARDING PARTICIPATION IN THE
YGRENE PACE PROGRAM

This Memorandum of Understanding Regarding Participation in the Ygrene PACE Program ("MOU") is made and entered into as of this 1st day of July, 2020 ("Effective Date") by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG"), and Ygrene Energy Fund California LLC ("Ygrene"). SBCCOG and Ygrene are sometimes referred to as "Party" and collectively as "Parties."

RECATALS

WHEREAS, Ygrene is the program administrator for a property assessed clean energy ("PACE") financing program in California; and

WHEREAS, the Ygrene PACE program is sponsored by Golden State Finance Authority ("GSFA"), a California joint exercise of powers authority the members of which include numerous counties and cities within the State of California; and

WHEREAS, Ygrene allows the financing of certain renewable energy, energy efficiency, water efficiency, seismic, and other authorized improvements that are permanently affixed to real property; and

WHEREAS, Ygrene is being made available to every city and county in California to encourage installation of distributed generation renewable energy sources and energy efficiency, water efficiency, seismic, and other authorized improvements for residential and commercial property owners; and

WHEREAS, SBCCOG desires to inform its member agencies about Ygrene and serve as a point of contact for the Program in the sub-region, and Ygrene desires to receive SBCCOG’s assistance in providing information about Ygrene to SBCCOG’s member agencies and in serving as a point of ongoing contact for the Program in the future; and

WHEREAS, the purpose of this MOU is to set forth the mutual understandings, terms, and conditions related to partnering with Ygrene.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties hereby agree, as follows:

TERMS

1. Ygrene.
1.1 Ygrene shall pay fees to SBCCOG fees equal to 0.05% of the aggregate principal amount of the projects financed by Ygrene to fund the installation of renewable energy, energy efficiency, water efficiency, seismic, and other authorized improvements and for which financing contracts are entered into after the Effective Date by owners of properties located within the jurisdiction of SBCCOG’s member agencies except for projects financed within the City of Los Angeles and the County of Los Angeles (“Fees”).

1.2 Ygrene shall make the payments provided for herein to SBCCOG on a quarterly basis.

2. SBCCOG.

2.1 SBCCOG will, at SBCCOG’s first regular meeting held after the Effective Date, begin providing information to and facilitating meetings with its member agencies regarding Ygrene, which includes doing each of the following:

(a) SBCCOG will inform each eligible city and county member agency, unless the Parties agree otherwise, about the procedures for participating in Ygrene, adopting resolutions authorizing GSFA to offer Ygrene, and becoming an Associate Member of GSFA, in substantially the same form as the template resolutions attached hereto as Exhibit “A”.
(b) SBCCOG will inform each of its member agencies of the benefits available from participating in Ygrene, including but not limited to informing each member that (i) Ygrene is an economic development program available at no cost to participating cities and counties; (ii) Ygrene finances improvements that, for example, decrease energy or water consumption or create clean renewable energy; and (iii) Ygrene helps create local jobs, stimulate the local economy, save property owners money, and lower greenhouse gas emissions.
(c) SBCCOG will inform each of its member agencies of the Fees and the resulting increased cost of issuance within SBCCOG’s jurisdiction.

2.2 SBCCOG will serve as the main point of contact within SBCCOG’s jurisdiction and, as such, will coordinate with its member agencies on behalf of Ygrene and GSFA to facilitate the efficient adoption of Ygrene. SBCCOG will cooperate fully with Ygrene and take such additional actions or sign such additional documents as may be necessary, appropriate or convenient to achieve the purposes of this MOU including, but not limited to, assisting with introductions to SBCCOG’s member agencies.

2.3 SBCCOG will obtain and provide copies of each member agency’s Resolutions Authorizing Participation in Ygrene’s PACE program.

2.4 SBCCOG will arrange for presentations regarding Ygrene at committee meetings.

2.5 SBCCOG will regularly provide information about Ygrene in its newsletters, which will include, but not be limited to, providing a description of and contact information for Ygrene, and any additional reference sources that are necessary to provide readers with information for participating in Ygrene’s PACE program.
2.6 SBCCOG will place a regular reminder of Ygrene in its correspondence and provide a conspicuous and recognizable link to the Ygrene website on the main page of the SBCCOG’s website, if any.

3. **Term.** The term of this agreement shall begin on the Effective Date and terminate on the fifth (5th) anniversary thereafter unless extended by mutual agreement of the Parties.

4. **Governing Law and Venue.** This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the Superior Court in Sonoma County.

5. **Attorneys Fees.** If either of the Parties commences an action against the other party arising out of or in connection with this MOU, each party shall be responsible for its individual attorney fees and costs.

6. **Amendment.** This MOU may be amended in writing by mutual agreement of the Parties.

7. **Entire Agreement.** This MOU contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings.

8. **Invalidity; Severability.** If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

9. **Counterparts.** This MOU may be signed in counterparts, each of which shall constitute an original.

10. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this MOU as though fully set forth herein.

11. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

12. **Notices.** All payments, notices hereunder and communications regarding interpretation of the terms of this MOU or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed, as follows:

If to SBCCOG:

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

Telephone: (310) 371-7222
If to Ygrene:

Ygrene Energy Fund California LLC
Attention: General Counsel
2100 S. McDowell Boulevard
Petaluma, CA 94954

Telephone: (877) 819-4736

13. **Waiver.** No waiver of any breach of a provision in this MOU shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**IN WITNESS WHEREOF,** the Parties have caused this MOU to be effective as of the day first above written.

YGRENE ENERGY FUND CALIFORNIA LLC

By:__________________________________
Name:________________________________
Date:________________________________

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By:__________________________________
Name:________________________________
Date:________________________________
Home Sharing Concept Paper

$50,000 in Innovation Funds has been allocated to the South Bay Cities Council of Governments to develop a home-sharing pilot program in the South Bay offering a solution in assisting and/or preventing homelessness. The SBCCOG will facilitate finding potential homeowners and potential home seekers to match through collaboration with local senior villages, service providers, and faith based and community organizations and in partnership with Silvernest.

Silvernest, a well-established and successful home sharing organization, will assist SBCCOG in developing and launching a pilot program in our cities to facilitate home-sharing arrangements to provide mutually beneficial relationships and stable living spaces. Silvernest’s proprietary matching algorithms pairs the applicants based on their profiles and preferences. Silvernest will provide interview processes, background screening, rent direct deposit, rental agreement assistance, and other services to the participants.

The housing crisis is impacting so many of our neighbors. This home-sharing program is designed to assist the growing number of older residents who need support to remain living in their family homes, as well as assist many individuals on the verge of homelessness due to high rents and low wages.

Benefits to older adult homeowners include the ability to create flexible and customized rental agreements and the support provided by the program to ensure that matches work for all involved. Homeowners who may benefit from a home-sharing arrangement could be experiencing one or more of the following:

- “Empty nester” with a big empty home
- Desire to age in their home and maintain independence
- Living on a fixed income
- Needing help with daily tasks like grocery shopping, transportation, or home repairs

Addressing the need to prevent those with economic challenges from becoming homeless is the other top priority of the home-sharing program. Many individuals may be a paycheck or two away from losing their home or apartment. The reality of obtaining affordable housing within a short period of time isn’t likely which puts people at risk of becoming homeless. This program offers a more affordable and beneficial opportunity to secure stable housing quickly and safely.

Local service providers will help identify potential renters. The result may be a long-term rental arrangement or may be a short-term path to future independent living but either way, this is an opportunity to prevent anyone from ending up living in the streets.

The home-sharing program will provide financial, emotional and physical benefits for both homeowners and renters. Our goal is to successfully complete at least 15 matches by June 30, 2021.
Homesharing Services Proposal

SILVERNEST + SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
Introducing Silvernest

Silvernest is an online homesharing platform that helps compatible homeowners and renters find each other and provides the tools and support they need to create a Home Sweet Shared Home®.

Our proprietary matching algorithm pairs potential housemates based on their profiles and preferences, displaying matches up to 100%. Users can securely message one another, conduct background screens, set up state-specific leases and rent direct deposit, and more. To date, we’ve helped homeowners and renters realize over $50 million in rent income and savings.

MONTHLY MEMBERSHIP INCLUDES:

- Roommate Matching
- Lease Creation
- Rent Direct Deposit
- Homesharing Community
How we work together

Through this partnership, South Bay Cities Council of Governments and Silvernest can come together to address challenges related to income insecurity, displacement and affordable housing.

By making homesharing available to its clients, SBCCOG can immediately increase access to affordable housing, reduce social isolation, help people age in place and more.
Proposed solution

We propose the following solution package to help SBCCOG create immediate access to affordable housing and provide an aging-in-place solution to residents of South Bay Cities.

<table>
<thead>
<tr>
<th>PREVIOUSLY PLANNED DELIVERABLES</th>
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<tbody>
<tr>
<td>Silvernest homeowner memberships (6 months)</td>
<td>15</td>
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<tr>
<td>Renter background screens</td>
<td>90</td>
</tr>
<tr>
<td>Partner Services hours (includes basic landing page)</td>
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<tr>
<td>Subtotal</td>
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<tr>
<th>PROPOSED ADD-ONS FOR PARTNERSHIP SUCCESS</th>
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</thead>
<tbody>
<tr>
<td>Custom blog post</td>
<td>$1,500</td>
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<tr>
<td>Mailer or flyer</td>
<td>$1,500</td>
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<tr>
<td>Case worker/counselor training session</td>
<td>$500</td>
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<tr>
<td>Single email copy and graphics</td>
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<td>OR</td>
<td></td>
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<tr>
<td>Email bundle (copy and graphics for 6 emails)</td>
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<tr>
<td>Subtotal</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
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</tbody>
</table>
Calculating ROI

Together we can leverage existing inventory and find homes and extra income for those in need.

$500K  Cost of building a single unit of affordable housing

3 YRS  Average time to complete an affordable housing build

Silvernest, on the other hand, is cost-effective, scalable and immediately deployable.
Proposed solution: what’s included

HOMEOWNER MEMBERSHIPS (15 x 6 MONTHS)

Silvernest homeowner membership includes a suite of services to support the full homesharing journey, from finding a roommate to executing a lease and processing rent payments.

The average Silvernest homeowner receives an average of 8 renter applicants and can view renters by match percentage.

MONTHLY MEMBERSHIP INCLUDES

- ROOMMATE MATCHING
- LEASE CREATION
- RENT DIRECT DEPOSIT
- HOMESHARING GUIDANCE

RETAIL PRICE: $24.99/MONTH
Proposed solution: what’s included

RENTER BACKGROUND SCREENS (90)

Homeowners on Silvernest are strongly encouraged to request a background screen from any renter they’re considering as a potential housemate. Many renters undergo proactive pre-screening as well.

Silvernest partners with an industry-leading provider to perform these background screens. Screens are good for 90 days and can be used to apply to multiple listings.

Each screen includes the following:

- ✓ National criminal search
- ✓ County criminal search
- ✓ Eviction history and civil search
- ✓ Global watch list search
- ✓ Sex offender registry search
- ✓ Social Security number verification
Proposed solution: what’s included

PARTNER SERVICES: 50 HOURS

Silvernest provides the following services to make our partnership successful. Each item plays a critical role in equipping your team and allowing us to measure the impact of our work together.

ONBOARDING AND TRAINING
Set up accounts and reports, train your team on homesharing and the Silvernest platform

MARKETING MATERIALS
Publish a co-branded landing page, provide access to materials library including blogs, flyers, digital ads and more

PROGRAM MANAGEMENT
Regular check-ins with your designated partnership manager, support for customer care and FAQ

MEASUREMENT AND REPORTING
Monthly reports showing website traffic and signup data, ability to monitor ROI/impact
Proposed add-ons

CUSTOM BLOG POST

Silvernest will create a custom blog post to communicate your desired message(s) to your audience and partners. Don’t have a topic in mind? No problem. We’ll also provide strategic direction and topic/content recommendations based on our experience. This post can be hosted on your website, the Silvernest website or both.

Example custom blog posts
Proposed add-ons

MAILER OR FLYER/HANDOUT

We’ll create a custom flyer or handout based on:

- The needs and concerns of your audience
- The important messages you want to communicate
- Desired call-to-action/contact information

This flyer will be available in printable and digital formats to support your real-world and virtual marketing needs.

Example flyer/handout
Proposed add-ons

IN-DEPTH CUSTOMER CARE TRAINING SESSION

It’s important to make sure your team is equipped to offer and explain homesharing services effectively.

We’ll provide a one-hour, hands-on training session that includes the following and more:

• Overview and demo of the Silvernest platform and features

• How to support customers through the signup/profile creation process

• Answers to common customer questions

• How to direct customers to Silvernest Customer Support

Example training slides
Proposed add-ons

EMAIL COPY AND GRAPHICS

Email is a powerful way to keep your audience informed and engaged. We’ll provide email copy and graphics for you to send to your database to support your strategic marketing needs.

Use these emails to:

• Create awareness of homesharing and this program

• Keep clients and partners up-to-date on the latest news from HIP Homes

• Encourage users to convert/complete the registration process

• Provide education and resources

Example email with copy and graphics
Thank you.

CONTACT

Jennifer Hammer  
Director of Strategic Partnerships  
jennifer@silvernest.com  
360-672-2184
Services Agreement

This Service Agreement (the “Agreement”) between Silvernest, Inc., a Delaware corporation (“Silvernest”) and South Bay Cities Council of Governments (“SBCCOG”), is entered into July __, 2020 (the “Effective Date”). Silvernest and South Bay Cities Council of Governments are individually referred to as a “Party” and collectively referred to as the “Parties.”

Silvernest and South Bay Cities Council of Governments desire to enter into this Agreement pursuant to the terms and conditions set forth herein.

1. Services. Silvernest shall provide the services to SBCCOG as set forth on Exhibit A attached hereto (the “Services”). SBCCOG agrees to (i) promote the Silvernest Homesharing Services only in connection with its SBCCOG Homesharing Services and not for reselling or transferring to a third party.

2. Definitions. The capitalized terms defined below and elsewhere in this Agreement shall have the respective meanings ascribed to them for purposes of this Agreement.
   a. “Silvernest Homesharing Services” means the services provided within the Silvernest comprehensive platform as defined under the Silvernest Terms of Use available at www.silvernest.com.
   b. “SBCCOG Homesharing Services” means home sharing services promoted to seniors and adults in South Bay Cities.

3. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire on July __, 2021 (Expiration Date) unless earlier terminated as provided herein. Either Party may terminate this Agreement upon fifteen (15) days’ written notice to the other Party. Any terms of this Agreement that by their nature extend beyond its termination shall remain in effect. In the event that this Agreement is terminated, the Parties shall immediately cease using the collaborative marketing materials and remove the any reference to the other party on its website or marketing materials.

4. License Grant. Each Party hereby grants the other Party a non-exclusive, non-transferable license to use and display the other Party’s marketing materials during the Term. Notwithstanding the foregoing, any modification of the other Party’s marketing materials must be approved by the other Party in writing prior to being used. Any modification in the marketing materials of the other Party is assigned back to that Party who shall continue to retain all rights, title, and interest in all its marketing materials. Each Party will comply with the other Party’s trademark usage guidelines.

5. Warranty Disclaimer. SILVERNEST’S SERVICES ARE PROVIDED “AS IS”, WITH ANY AND ALL FAULT AND WITHOUT ANY WARRANTY OF ANY KIND AND EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

6. Indemnity.
   a. Silvernest shall indemnify, defend and hold SBCCOG and its directors, officers, employees and agents harmless from and against any and all third-party claims,
liability, damages, losses, expenses, penalties, fines, and interest (including reasonable attorney fees and litigation expenses) arising from or related to a claim that the Silvernest Homesharing Services infringe the intellectual property rights of such third party and all third-party claims, liability, damages, losses, expenses, penalties, fines, and interest (including reasonable attorney fees and litigation expenses) arising from, related to or caused in whole or in part by the grossly negligent act, intentional act, omission, willful misconduct or bad faith of Silvernest.

b. SBCCOG shall indemnify, defend and hold Silvernest and its respective directors, officers, employees and agents harmless from and against any and all third-party claims, liability, damages, losses, expenses, penalties, fines, and interest (including reasonable attorney fees and litigation expenses) arising from, related to or caused in whole or in part by the grossly negligent act, intentional act, omission, willful misconduct or bad faith of SBCCOG.

c. The Party seeking indemnity ("Indemnified Party") shall promptly notify the Party from whom it seeks indemnity (the “Indemnifying Party”) promptly in writing of any claim, demand, suit or proceeding or of any act, omission or occurrence for which the Indemnified Party may seek indemnification from the Indemnifying Party. In the case of any claims, demand, suit or proceeding, any notice must be in time to allow the Indemnifying Party to timely file an answer or otherwise defend such claim. The Indemnifying Party shall control the defense of any claim.

7. Limitation of Liability.
   a. EXCEPT FOR THE INDEMNITY PROVISIONS SET FORTH IN SECTION 6 OR A BREACH OF THE CONFIDENTIALITY PROVISIONS SET FORTH IN SECTION 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE ONE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF THIS SERVICE AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
   b. EXCEPT FOR THE INDEMNITY PROVISIONS SET FORTH IN SECTION 6 OR A BREACH OF THE CONFIDENTIALITY PROVISIONS SET FORTH IN SECTION 8, EACH PARTY’S TOTAL LIABILITY TO THE OTHER IN CONTRACT OR IN TORT (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) SHALL NOT TO EXCEED TWENTY THOUSAND DOLLARS ($20,000) IN THE AGGREGATE FOR ALL CLAIMS.
   c. NOTWITHSTANDING THE FOREGOING, A PARTY’S AGGREGATE LIABILITY PURSUANT TO THE INDEMNITY PROVISIONS SET FORTH IN SECTION 6 SHALL IN NO EVENT EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000) IN THE AGGREGATE FOR ALL CLAIMS.

8. Confidential Information.
   a. During the Term and at all times thereafter, each Party shall not disclose, and shall maintain the confidentiality of, all Confidential Information received from the other Party. “Confidential Information” means (i) this Agreement and the terms hereof, (ii) all information marked “confidential,” “proprietary” or with a similar legend by either Party, and (iii) any technical and non-technical information related to a Party’s business and current, future and proposed products and services of each of the Parties, including for example and without limitation, each Party’s respective information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing
information, customer lists, business forecasts, sales information and marketing plans and any information a Party has received from others that may be made known to the other Party and which a Party is obligated to treat as confidential or proprietary, except that information disclosed by a Party to this Agreement (the "Discloser") will be considered Confidential Information of Discloser by the other Party (the "Recipient"), only if the information is designated as "Confidential" (or with some other similar legend) or identified as confidential at the time of disclosure or any other information that is treated as confidential by the disclosing Party or would reasonably be understood to be confidential, whether or not so marked.

b. Recipient will not use any Confidential Information except to the extent necessary for the purpose described in this Agreement and Recipient will not disseminate or in any way disclose any Confidential Information to any person, firm, business or governmental agency or department, except as such disclosure is expressly permitted in this Agreement. Furthermore, neither Party may disclose the existence of any negotiations, discussions or consultations in progress between the Parties to any person, firm or business or to any form of public media without the prior written approval of the other Party. Recipient shall treat all of Discloser’s Confidential Information with the same degree of care as Recipient accords to Recipient’s own Confidential Information, but not less than reasonable care. Recipient shall disclose Discloser’s Confidential Information only to those of Recipient’s employees, consultants and contractors who need to know the information to assist Recipient with respect to the Purpose. Recipient certifies that each of its employees, consultants and contractors will have agreed, either as a condition of employment or in order to obtain Discloser’s Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Discloser’s Confidential Information. Recipient shall assist Discloser in remedying the unauthorized use or disclosure of Discloser’s Confidential Information.

c. Recipient’s obligations shall not apply to any of Discloser’s Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient’s possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Recipient by the Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser’s Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser’s Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient provides prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure.

d. All of Discloser’s Confidential Information are the property of Discloser and no license or other rights to the Discloser’s Confidential Information is granted or implied hereby. All materials (including, without limitation, documents, drawings, papers, models, apparatus, sketches, designs and lists) furnished by Discloser to Recipient (whether or not they contain or disclose Discloser’s Confidential Information) are the property of the Discloser. Within five (5) days after any request by Discloser, Recipient shall destroy or deliver to Discloser, at Discloser’s option,
(a) all Discloser-furnished materials and (b) all materials in Recipient’s possession or control (even if not Discloser-furnished) that contain or disclose any of the Discloser’s Confidential Information. Recipient will provide Discloser a written certification of Recipient’s compliance with Recipient’s obligations under this Section.

   a. Waiver. Either Party’s failure or delay in enforcing the terms and conditions of the Agreement or in insisting upon strict performance of any obligations shall not be interpreted as a waiver thereof. Waiver of any provision of this Agreement shall only be effective if in writing and shall not be interpreted as a waiver of any subsequent breach or failure under the same or any other provision of this Agreement. No conduct, statement, course of conduct, course of dealing, oral expression, or other action shall be construed as a waiver.
   b. Assignment. Neither Party shall assign its rights or delegate its duties under the Agreement, or otherwise dispose of any right, title, or interest in all or any part of this Agreement without the prior written consent of the other Party except a Party may assign or transfer this Agreement to a successor in interest by way of merger or acquisition of all or substantially all of its assets or equity.
   c. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Delaware, without giving effect to conflict of laws principles.
   d. Public Announcement. The parties agree that any announcement concerning the subject of this SERVICE AGREEMENT, or any subsequent binding and definitive agreement shall be a mutually agreed joint announcement.
   e. Entire Agreement. This Agreement contains the final and complete agreement between the Parties for performance of the services specified herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to those services, whether written or oral. This Agreement may not be altered or amended except by a writing signed by the parties.
   f. Severability. If any term or condition of the Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall in no way affect the validity or enforceability of any other term or condition of the Agreement, unless enforcing the balance of the Agreement would deprive either party of a fundamental benefit of its bargain.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, South Bay Cities Council of Governments and Silvernest each has caused this Agreement to be duly executed as of the day and year first above written.

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<tr>
<th>Silvernest, Inc.</th>
<th>South Bay Cities Council of Governments</th>
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EXHIBIT A

Description of Services:

As part of this Agreement, Silvernest will provide the following Services:

- Silvernest shall permit the Silvernest Homesharing Services to be included in the SBCCOG Homesharing Services offering.
- Silvernest agrees to offer up to fifteen (15) homeowner 6 mo. Memberships to eligible homeowners of SBCCOG and up to ninety (90) renter background screenings at no cost to the homeowners or renters. Each homeowner shall be required to accept Silvernest’s Terms of Use.
- Silvernest will provide a dedicated landing page for SBCCOG hosted by Silvernest, to specifically capture traffic and users of SBCCOG Home Sharing Services and provide the free membership or background screening to eligible homeowners and renters. SBCCOG can promote this URL as part of their services and in all marketing materials. Silvernest will provide SBCCOG data on traffic to the dedicated landing page and high-level data on member activity including number of signups, number of qualified matches, general demographic data and other data as mutually agreed by both Parties and allowed within Silvernest’s stated Privacy Policy. SBCCOG may only use the data for its own marketing purposes and shall not provide the data to a third party, unless otherwise agreed in writing by Silvernest.
- Silvernest’s staff will provide strategic partnership guidance not to exceed 50 hours that include onboarding, training, development of marketing materials, program management and reporting as well as other services mutually agreed by both parties.

As part of this Agreement, SBCCOG will:

- Promote the dedicated partner landing page in order achieve the goal of homeowner and renter signups and direct users to the offer.
- Provide a dedicated point of contact to work with Silvernest to operationalize and execute the program.
- Determine and manage the eligibility requirements and parameters for memberships (if applicable).
- Provide resources to achieve mutually agreed upon project milestones that support a service live date within three months of contract date.

Fees for Services:

SBCCOG will pay Silvernest fees equal to ten thousand dollars ($10,000) for the Services. These fees are payable as follows: 50% ($5,000) upon execution of the Agreement and 50% ($5,000) when the service is live and available for homeowners and renters. If the Agreement is terminated prior to the expiration of the Term, Silvernest will refund remaining fees calculated on a prorata calendar basis equal to the time between the termination and expiration of the Term. Silvernest will not be responsible to refund any fees if:

- less than fifteen (15) homeowners and ninety (90) renters or equivalent do not take advantage of the free services prior to Expiration Date.
- less than 50 strategic partnership guidance hours were used.

Outside of the Services provided above, expenses associated with the production of marketing materials and campaigns will be assumed by SBCCOG. Additionally, unless otherwise agreed in this Agreement, each Party shall be responsible for its own costs and expenses with respect to its obligations under this Agreement. Silvernest will invoice SBCCOG for the fees due hereunder and SBCCOG will pay upon receipt.
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<th>Silvernest, Inc.</th>
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July 13, 2020

TO: Metroplan@metro.net

SUBJECT: SBCCOG Comments on Draft Metro Long Range Transportation Plan (LRTP)

Thank you for the opportunity to make comments on Metro’s draft LRTP. The South Bay Cities Council of Governments (SBCCOG) has the following comments:

1. Compared to previous LRTP’s, the 2020 LRTP is critical. False assumptions will threaten the livability and perhaps even the viability of LA County in 2050. From what we already know, the upcoming 30-year period will be fraught with turbulence. Not only does the LRTP guide Metro investments and services but SCAG incorporates it into its RTP-SCS which influences RHNA and to land use plans throughout the county.

There are at least three significant dynamics that will change the quantity and quality of Metro’s transit market, all predicted or predictable, which have not been accounted for in the draft LRTP. They are:

A. Technology: Electronic access is decreasing the need for the physical proximity that drives demand for mobility. The LRTP is based on an assumption that mobility networks and systems will return to the “old normal” after the virus has passed. That would require a return to business as usual. It seems more likely, or at least more prudent, to plan for the case where transactions are completed virtually rather than in physical spaces. This is especially true regarding work sites where telework has in many firms taken hold, in part because of employee preferences. Several technology businesses have declared that telework will become a permanent option, and close to home, the County of Los Angeles is making a broad range of worksite options available to its large work force.

New technology for collaboration and virtual presence has made the adjustment to COVID-19 feasible. Zoom, WebEx, and MS Teams, while not brand new, have become popular options available to facilitate remote work and a range of remote services including working from home (WFH), virtual government, telemedicine and online education. These technologies and others are certain to develop in the next few years, and to become permanent common options for work early in the next 30 years. Microsoft has already introduced its “Together Mode” to help the brain more effectively process meetings with many attendees shown on the screen. Imagine in the near future voice-activated ad hoc Zoom meetings with multiple participants. Proximity, while desired for many circumstances, will no longer be required except for a few interactions, with special approvals needed for nonessential travel.

B. Environment: Climatologists have predicted with a high degree of confidence that extreme heat will affect life in all of Southern California long before 2050. The LRTP should include...
language that recognizes the phenomenon and include specific recommendations and budgets for transit service adaptations. The adaptations could include consideration of significantly increased investments needed for better air circulation systems in buses, on the rail platforms and train cars to ensure protection from future health concerns for both riders and operators. Without protection from the heat, few people will be willing to wait outside 20 minutes in extreme heat.

C. New modes: The emerging micromobility phenomenon could easily grow to capture a sizable segment of the short range trip, five miles or less which already characterizes 70 to 75% of all trips today.

Automated vehicles in the form of “robocabs” should begin to appear in commercial service no later than 2025 with full scale deployment in many markets by 2035. Robocabs are essentially driverless robots that deliver door-to-door, no-transfer, on-demand service at rates lower than existing network transportation service. How much lower will be understood better in the next few years as more is learned about the higher capital expense per vehicle and lower operational expenses.

The LRTP should include a strategy for the market segment in which public transit can compete. For example, its most effective niche might be rapid, long haul, low cost service.

More specific comments:

2. Covid-19 may have dramatically and permanently changed Metro’s potential transit market share. The new paradigm of working from home (WFH) may continue to significantly exceed transit as it has in recent years especially as employers seek to improve their profitability by reducing their office expenses. Technologies such as virtual meetings and shared work software enable a new model for a significant share of the workforce that may reduce congestion, especially if WFH is integrated with transportation demand management (TDM).

The LRTP should more extensively address the potential long-term effects of WFH as a distinct mode and not refer to it as just another TDM strategy.

3. Metro staff has estimated it will need to charge 20-cents per mile in a Vehicle Miles Traveled congestion reduction fee to help fund an 81% growth in transit mode share from the pre-COVID 19 rate (a mode share change from 7% to 14%) over the next 30 years. This growth rate assumes that the current COVID 19 ridership levels are not relevant to LRTP assumptions and ridership will return to prior levels over the next two years which is an overly optimistic assumption even within the industry.

The LRTP assumes Faster Transit strategies will grow ridership by 7%, reduced/free fares will add 25% and VMT Fees will add another 18%. The balance will come from future travel trends and compound effects, and Measure M. We disagree with the projection’s assumption that pre-COVID riders will return as Safer At Home restrictions are lifted. Metro assumes the pandemic will not have permanent ridership impacts. Therefore, Metro has chosen to consider COVID 19 as a short-term impact and has compounded a full recovery with a trend-based expansion factor and the other strategies to create its 81% total growth rate. That rate has driven the sizing of the fleet, capital and
operating/maintenance expenses sufficient to carry the projected ridership which puts into question whether the LRTP can be considered financially constrained. In addition, the LRTP states that reduced / free fares are contingent on a 20-cent per mile VMT tax. The combined assumptions of post-COVID 19 ridership recovery, background trend growth, a speculative VMT tax enabling free fares, and other hazy assumptions have created a strategic house of cards that should not be used to predict an 81% growth rate in transit ridership.

The LRTP describes the possibility that Metro could have free fares if the VMT tax were adopted. According to a chart on page 13 of the report, the combination of the two strategies would attract approximately 500,000 additional daily transit trips.

To help fund the transit expansion using VMT fees (the fleet, operation and maintenance cost of which is not fully identified) if average annual travel for a vehicle is 12,000 per year in Los Angeles County and the fee is 20-cents per mile, the average vehicle owner in L. A. County would pay $2,400 per year in VMT fees.

SBCCOG believes that a 20-cent-per-mile VMT fee is both regressive and unrealistically high. Assuming that the VMT fee will fund transit expansion is based on two incorrect assumptions: 1. Determining what level of VMT revenue would be needed to fund the level of transit expansion desired; and,
2. Causing enough financial pain that rational travelers will abandon their vehicles and flock to transit at nearly-double the pre-COVID transit rate.

The strategy is designed to punish vehicle travel to the point that the VMT monthly cost exceeds the average transit fare. But it is unrealistic to expect owners to completely abandon their vehicle. So, transit riders will need to pay the transit fares and the VMT fee for those trips that are not practical on transit.

We believe the VMT fee will have a negative effect on transit ridership because it will be absorbed in annual vehicle ownership costs while transit trips must be paid for on a per-trip basis and, thus, are more discretionary for those with access to a vehicle. We expect it will more likely lead to ridesharing, telecommuting and working from home rather than dramatic increases in transit use. While the VMT fee will likely reduce VMT, may reduce the daily duration of the a.m. and p.m. peak periods, and may reduce vehicle ownership and use, we do not understand how it will double pre-COVID 19 rates of transit ridership.

Additionally, if a VMT fee is imposed, it will be extremely important and we strongly urge Metro to equitably allocate VMT revenues earmarked for transit purposes between Metro and the Eligible Municipal Operators.

On page 61, the report states, “Metro is considering free transit for students, and if additional revenue is raised through congestion pricing, Metro could subsidize transit for all riders.” The language needs to be updated to reflect the recent Board direction on student and other fare discounts. Clarification is needed regarding the financial cost (including increased capital and operations costs) of providing free/subsidized fares from VMT fees and the financial assumptions for any other transit strategies that will be funded with VMT fees.
4. On page 66, the report states, “While the expanded programs, partnerships, and policies of the 2020 LRTP represent additional expenditures, these will be balanced by future revenues anticipated through future policies, such as ExpressLanes and congestion pricing.” It is impossible to confirm this statement from the narrative in the LRTP. A chart is needed that clearly describes the sources, uses, and amounts for each of the funding sources.

5. The LRTP needs to provide more detail on the capital, operating and maintenance cost of achieving a 14% transit mode share which would likely double Metro and municipal transit operator costs. Metro should also be transparent in its projected farebox recovery assumptions and the other funding mechanisms assumed in its goal to increase annual transit trips per capita by 81% over the next three decades.

6. Page 20 - In the Better Transit section, the Metro Rail Expansion paragraph on near-term projects includes the West Santa Ana Branch, but does not include the Green Line Extension to Torrance which is in its environmental clearance process. Please correct the omission or eliminate the narrative reference to specific projects and refer readers to the complete list on the following page.

7. Page 28 - In the More Transit Trips Mean More Opportunity page, please add a column in each chart for the current daily transit trips and transit mode share for commute trips. Also add a chart for transit mode share for daily trips. It is important to distinguish between commute and daily mode shares in order not to understate the relative size of the non-transit daily and commute trip mobility challenge which exceeds 85% of the congestion problem.

8. Spending $160 billion to increase the transit mode share from 7% to 14% may not be the most cost-effective way to reduce congestion compared to strategies that eliminate trips. Metro is not just a transit agency, it is a mobility manager. The LRTP does not provide sufficient attention to trip elimination which has the potential to reduce travel far more than 14%. Please evaluate the cost benefit of the wide range of trip reduction strategies that do not rely on a mode shift but simply eliminate the need for the trip.

9. Page 34 – A portion of the I-405 South Bay Improvements are scheduled for completion before the 2028 Olympics, but the Major Highway Projects shows the project opening in 2047. There should be a Phase I and Phase II with the appropriate cost and Open Year.

   The I-110 ExpressLane extension should not wait until 2046 to open. The extension should be the first priority for surplus revenues generated from the existing I-110 ExpressLane, before these funds are committed to other new ExpressLane projects such as the I-105 ExpressLane which is slated to open in 2025.

10. Page 67 – The pie chart shows that $66.8 billion (17%) of the $400 billion in the LRTP will come from “Other Local” sources. Please list the sources and amounts assumed and the proportion assigned to capital vs operations.

11. Page 74 – Although the LRTP is financially constrained over its 30-year term, there is no transparency as to funding constraints by decade. Metro regularly updates its financial forecasts with decade-by-decade transparency, but these financial constraints are not shown in the LRTP. Instead project opening dates are used. As a result, short- and long-term consequences of financial
challenges such as COVID 19 are not explicitly addressed in the LRTP and make the issue of financial constraint hard to assess.

How will the upcoming SRTP be constrained consistent with the LRTP decennial budgets and schedules assumed in the LRTP? Will the SRTP provide more transparency on the first decade funding available per the LRTP and its underlying financial assumptions and allocations?

The LRTP includes projected costs for major transit and highway projects. But the document also includes dozens of programs that are described without the cost of individual program / project / policy / strategies being identified. The LRTP should provide a summary table of the costs for each of the four major initiatives beyond the major projects.

12. Finally, the Next Gen Bus Study is referenced several times in the LRTP with numerous embedded strategies and actions. The LRTP projects a 13% reduction in traffic delay once the recommendations are implemented. The key goals of the Next Gen study are to ensure that: transit service is: 1, accessible to nearly all potential riders and serves 2020 destinations; 2. improves travel speeds by dedicating bus-only lanes on streets; 3. provides transit priority at signalized intersections, and reduces the number of local stops.

The study states that with these strategies, Metro hopes to make a transit trip take no more than 2.5 times the time a comparable trip takes in a vehicle. We do not understand how much these strategies will cost or how a 2.5X travel time delta would attract a projected 7% increase in transit ridership.

The innovation in the LRTP appears to be largely driven by new transit projects, policies and pricing strategies but it does not address the way travel, technology, work and commutes are changing. Traditional public transit has been declining for over 10 years in Los Angeles County, pre-COVID – and we are concerned that this LRTP focuses too much on business as usual.

Sincerely,

Olivia Valentine, SBCCOG Chair
Councilmember, City of Hawthorne

CC: Metro Board of Directors
Phillip Washington, CEO
July 15, 2020

Ms. Sachi Hamai  
Los Angeles County Chief Executive Office  
5555 Ferguson Drive, Suite 220  
Commerce, CA 90022

RE: Comments on Measure H Draft Recommendations FY 20-21

Dear Ms. Hamai:

On behalf of the South Bay Cities Council of Governments, I would like to offer comments regarding the Measure H draft recommendations for FY 20-21.

1) A1-A5: Homeless Prevention Program – these strategies are to identify, assess, and prevent families and individuals from becoming homeless by addressing rental/housing subsidies, case management and employment services, and legal services. Strategies A1 and A5 are to be funded by Measure H for the first 4 months (July-October), with the expectation of funding from other sources to bring the amount up to the FY 19-20 allocation of $11.5M for each strategy. With the increasing disparity of those who exit homelessness (207 every day) to those who fall into homelessness (227 every day), more funding needs to be provided for prevention services and there should be attention on publicizing how those in danger of losing their homes can get help. Additionally, it would be very helpful for the COGs to receive guidance on a process and detailed strategies that can be used to work with our local municipalities and community organizations to help those in danger of falling into homelessness. We anticipate that COVID and the current economic downturn will make the threat of homelessness worse for many. Unless we address prevention in a more concerted fashion, we are never going to work our way out of this problem.

2) E-7: Strengthen the Coordinated Entry System (CES) – the proposal is to reduce or eliminate funding from CES program components, including housing navigation. We were told that outreach was being cutback so that more services could be provided to those in the system already. The recommendation is a $1M reduction in housing navigation services. Housing navigators are crucial to help people find their way to a home. We believe that there should be a greater emphasis on finding ways to house people and match them to the appropriate services. Therefore, the SBCCOG is not in favor of the reduction of funding to housing navigation services, but rather we want to ensure SPA 8 has the continued ability to build comprehensive teams that are creatively finding housing resources for those in need.

LO C A L   G O V E R N M E N T S   I N   A C T I O N

Carson El Segundo Gardena Hawthorne Hermosa Beach Inglewood Lawndale Lomita Manhattan Beach Palos Verdes Estates Rancho Palos Verdes Redondo Beach Rolling Hills Rolling Hills Estates Torrance Los Angeles District #15 Los Angeles County
3) Councils of Governments (COGs) are important and necessary partners with LA County, and as such, we must be notified in a timely manner of appropriate information to share with our member-cities. The SBCCOG only recently learned of a LAHSA document regarding Prevention Assistance and how this program can be accessed. This is a document that we have now shared with our South Bay cities, but we could provide them with so much more information and resources if we got them in a timely manner and didn’t have to discover them on our own.

Thank you for the opportunity to provide comments.

Sincerely,

[Signature]

Olivia Valentine, SBCCOG Chair
Councilmember, City of Hawthorne

CC: Mr. Phil Ansell, Director, LACHI
Ms. Ashlee Oh, LACHI
Ms. Heidi Marston, Executive Director, LAHSA
South Bay Cities Council of Governments

July 23, 2020

TO: SBCCOG Board of Directors

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

SUBJECT: Environmental Activities Report – June 2020

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

Climate Adaptation
Throughout June, the CivicSpark Fellow continued supporting city staff as they selected climate adaptation strategies. The Fellow has also been compiling documents for each participating city that contain staff selected climate adaptation strategies. These documents will be finalized throughout July with city staff input. The SBCCOG has received feedback, and is compiling documents for the cities of Carson, Hawthorne, Palos Verdes Estates, Rolling Hills, Rolling Hills Estates, and Torrance. The SBCCOG is currently awaiting strategy selections from El Segundo, Gardena, and Rancho Palos Verdes. The other cities not listed are not participating for a variety of reasons.

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

Task 1. Educational Outreach Support
Exhibit Events
Contract goal: 100 exhibit events, presentations, workshops, networking opportunities, etc.
Status of goal: 110 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of May. GOAL EXCEEDED

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.

In June, SBCCOG staff promoted the program at the Energy Management Working Group Zoom Meeting. In addition, SBCCOG staff continues to promote this program through social media.
Task 2. Support for Workshops & Events

**Educational Classes**
- **Contract goal:** minimum of 5 and a maximum of 10
- **Status of goal:** 5 completed; future in person classes are on hold **GOAL MET**

Staff continues to work with West Basin staff to explore holding classes via Zoom.

**Rain Barrel Giveaway**
- **Contract goal:** 5 events
- **Status of goal:** 5 completed; all future events are on hold **GOAL MET**

SBCCOG staff continued to work on possible program enhancements which included discussing a rain barrel event combined with a rain barrel purchase opportunity. Agencies involved include West Basin, Torrance, and LADWP. SBCCOG staff continues to follow up with partners and will have another meeting on July 15th.

Task 3. Cash for Kitchens

**Revised Contract goal:** follow up with 86 prior survey sites (kitchens) to distribute small devices
- **Status of goal:** 0: outreach to business and agencies is on hold per West Basin

West Basin is temporarily postponing the Cash for Kitchens Program, including water efficiency surveys and outreach until further notice.

Task 4. IRWMP & Measure W Assistance

- **Contract goal:** Assist West Basin as needed, including attendance at meetings, taking notes, assisting with reports, etc.
- **Status of goal:** Staff has been attending meetings as they are scheduled.

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

- **Contract goal:** Support West Basin efforts to conduct 500 energy-water surveys and promote the distribution of 714 high efficiency clothes washers’ rebates
- **Status:** SBCCOG supported activities that led to over 500 phone and online surveys being completed.

West Basin’s consultant, Allegra, continues door-to-door canvassing, and distribution of direct mailers and email flyers to the communities of Inglewood, Lennox, Gardena, Hawthorne, Del Aire, Lynwood, and Carson. SBCCOG staff continues to work with residents to provide rebate application assistance through the So Cal Water Smart website; obtain photos of water savings devices after installation; and encourage participation to SBESC callers.

Weekly check-in call meetings are held with Allegra, WBMWD, and SBCCOG staff. SBCCOG and Allegra staff have successfully met the goal of completing 500 surveys. SBCCOG staff assisted in several ways such as: sending out e-blasts; utilizing SBESC website and social media platforms; sharing the program flyer at City virtual networking meetings; and following up with city staff on referrals and further distribution of Change & Save flyers through their contact database as well as ensuring posting on City website for interested residents.
Torrance Water  
*Contract year is July 1, 2019 through June 30, 2020*

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

*Contract goal: as requested  
Status of goal: 7 completed; Previously scheduled classes have been postponed.*

**Task 2:** Cash for Kitchens

*Contract goal: 10 new commercial kitchens; 10 follow-up site visits  
Status of goal: 3 water survey completed; 10 follow-up site visits completed*

Torrance is temporarily postponing the Cash for Kitchens Program, including outreach. SBCCOG staff has submitted the new contract for 2020-2021 contract for their staff review and continues to follow up with city staff.

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

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

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

*Contract goal: 100 exhibit events, workshops, networking opportunities, etc.  
Status of goal: 110 exhibit events, presentations, workshops, networking opportunities, etc. - **GOAL EXCEEDED**  
Contract goal: 1 training for SBCCOG Volunteers on LACSD programs - **Status of goal: GOAL MET**  
Contract goal: Schedule up to 3 Sanitation Districts-related presentations  
Status of goal: 1 has been completed*

At this time no future presentations have been scheduled. SBCCOG staff has reached out to LACSD staff to explore virtual presentations and submitted the draft FY2020-21 contract for their staff review.

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: 5 completed**
- **1 training for SBCCOG Volunteers on LADWP programs - Status of goal: To be scheduled after July 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.**
Energy

Energy Efficiency Partnership Program – Southern California Gas Company (SCG)
SBCCOG staff continues to meet with SCG staff to review program activities, discuss coordination with the Regional Energy Network, and collect gas data. SBCCOG staff is also coordinating with SoCalGas to meet with school district staff, virtually, to discuss gas incentives. The energy engineer continues to work directly with city staff to benchmark buildings.

Energy Efficiency Partnership Program – Regional Energy Network (REN)
SBCCOG staff continues to meet with the REN staff weekly to discuss program implementation and status. A program kickoff meeting was held with city staff through the Energy Managers Working Group. Individual city meetings are being scheduled starting at the end of July.

SBCCOG continues to promote PACE financing for homeowners.

YGRENE – PACE: Proceeds from Ygrene for 2020 Q1 = $179.03. Total since the program start in 2015 = $9,098.88. Payment for 2020 Q2 is expected in August 2020 and will be reported out in September 2020.

Total Lifetime Impacts from program - inception through May 2020

<table>
<thead>
<tr>
<th>District</th>
<th>Estimated Job Years Added</th>
<th>Estimated Annual Total Water Saved (gal)</th>
<th>Estimated Annual Total Electricity Saved (kWh)</th>
<th>Estimated Annual Total Natural Gas Saved (ccf)</th>
<th>Estimated Annual Total Utility Bill Savings ($)</th>
<th>Estimated Annual Total Carbon Abated (metric tons)</th>
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<tbody>
<tr>
<td>Totals</td>
<td>275.58</td>
<td>4,709,302.19</td>
<td>2,109,330.97</td>
<td>35,268.52</td>
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<td>Carson</td>
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<td>1,517,686</td>
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<td>12,143</td>
<td>$112,177</td>
<td>$202</td>
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<td>El Segundo</td>
<td>3</td>
<td>118,646</td>
<td>9,848</td>
<td>86</td>
<td>$2,489</td>
<td>$3</td>
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<tr>
<td>Gardena</td>
<td>32</td>
<td>808,823</td>
<td>313,424</td>
<td>3,507</td>
<td>$58,022</td>
<td>$105</td>
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<tr>
<td>Hawthorne</td>
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<td>435,615</td>
<td>210,144</td>
<td>5,592</td>
<td>$44,795</td>
<td>$88</td>
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<td>Inglewood</td>
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<td>Lomita</td>
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<td>Los Angeles District 15*</td>
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<td>803,203</td>
<td>583,712</td>
<td>7,129</td>
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<td>Redondo Beach</td>
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<td>Rolling Hills Estates</td>
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<tr>
<td>Torrance</td>
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<td>463,746</td>
<td>207,703</td>
<td>1,421</td>
<td>$37,556</td>
<td>$64</td>
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</tbody>
</table>

HERO – PACE: As of Q4 2019, Western Riverside COG began issuing quarterly reports rather than monthly reports. Proceeds from HERO for 2020 Q1 = $144.32. Total since program start in 2014 = $31,270.37. Proceeds for 2020 Q2 will be reported out in Aug 2020.

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

CAGBN – During the month of June, SBCCOG staff joined the two-day GBN Statewide conference and an online Cleaning and Disinfection Webinar with experts. Staff is working with the
City of Hawthorne to draft goals for 2021. SBCCOG staff continues to reach out to businesses and began certifying businesses in Torrance.

**Contract goals - City of Hawthorne:** 20 certified green businesses; **Status of goals:** 20 certified businesses – **GOAL MET**

**Contract goals - City of Torrance:** 15 certified green businesses; **Status of goals:** 15 certified businesses and 6 additional businesses in the process of becoming certified – **GOAL MET**

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 **234** businesses in the program as of the end of June 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:** 73 outreach events; 5 vanpool or rideshare meetings; 3 Survey Engagement

During June, in response to the COVID-19 emergency, SBCCOG staff continued its public outreach efforts to virtual platforms. Metro Shared Mobility materials and emergency updates to rideshare and vanpool programs along with resources for teleworking were shared through 6 different online meetings. Additionally, SBCCOG staff, working with Metro’s Office of Extraordinary Innovation and Duke University, reviewed and distributed a Telework Survey to remote workers through the SBESC email list, social media, and directly to large (Rule 2202) South Bay employers.

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

Work continued 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 5 SBCCOG virtual outreach events.

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

**Outreach Events**

In June:

- 1 Virtual Business Event
- 5 Virtual Networking Meetings

For the period July 1, 2019 through July 30, 2020

- 29 Community Events
- 15 Business Events
- 15 residential workshops
- 51 Networking Meetings
Media

Social Media (during the month of May)

- **SBCCOG -- Totals for Social Media (SBCCOG) (top tweet – right)**
  - Twitter: 247 followers total, 2,300 impressions*
  - Facebook: 123 likes total, 201 impressions

- **SBESC -- Totals for Social Media (top tweet – right)**
  - Twitter: 557 followers total, 5,100 impressions*
  - Facebook: 753 likes total, 2,119 impressions
  - LinkedIn: 134 followers total, 86 impressions

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

Earned Media/Articles/Network TV

- No earned media this month.

Volunteer Program

*Status of Program: 7.5 hours for June 2020*

Grand total as of 6/30/2020 - 20,288.67 (starting April 2008)

Volunteer participation remains low. At present only a few volunteers are contributing to SBCCOG programs working from their homes.
South Bay Cities Council of Governments

July 23, 2020

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

HR 2 Would Fund $500 Billion in Highway, Transit Infrastructure Over 5 years

The House of Representatives on July 1st adopted the Invest In America Act (H. R. 2) by a vote of 233 to 183. The five-year, $1.5 trillion green infrastructure plan would include approximately $500 billion for transportation related investments. HR 2 extends FY 2020 enacted funding levels through 2021 for federal-aid highway, transit and safety programs and reauthorizes several surface transportation programs for FY 2022-FY 2025.

Much of the $500 billion in transportation funding in the Moving Forward Act is tied to green measures that require states to set targets for reducing greenhouse gas emissions and make other climate conscious efforts. The bill’s focus on carbon reduction efforts marks a significant shift in transportation funding. In addition to highway funding, it gears more money toward public transit, rewarding systems with more frequent service — a key metric for recruiting riders — rather than low net operating costs.

It includes a large suite of tax breaks for renewables and other clean energy efforts, and offers grant funding for zero-emissions buses, electrifying the postal service fleet, and retrofitting schools and other large buildings while offering up weatherizing assistance for homeowners.

While the green measures included in the transportation section have sparked the most debate, the bill sets aside considerable amounts of funding across nearly every sector — including $25 billion for drinking water, $100 billion for broadband, $70 billion for clean energy projects, $100 billion for low income schools, $30 billion to upgrade hospitals, $100 billion in funding for public housing and $25 billion for the postal service. An amendment added to the bill sets aside $4.5 billion to replace lead pipes leading into homes.

Key transportation provisions include the return of the Projects of National and Regional Significance (PNRS) grant program - authorized at $9 billion for goods movement and transit projects, the return of the successful Local Hire Pilot Program, reforms to Buy America that will incentivize domestic manufacturing of buses and railcars, streamlining reforms to the Capital Investment Grant Program (New Starts), a five-fold increase in investments for zero-emission
bus programs, positive provisions regarding workforce development programs. Also it includes strategies to reduce the climate change impacts of the surface transportation system, and directs US DOT to establish a national motor vehicle per-mile use fee to fund the Highway Trust Fund and maintain a state of good repair in the surface transportation program.

The bulk of the Democrats' infrastructure package would commit $319 billion for the FHWA’s Federal-Aid highway program of road repairs and to fix 47,000 structurally deficient bridges, $105 billion for mass transit, build electric vehicle charging stations, and would invest nearly $30 billion in Amtrak and rail infrastructure improvements in the Northeast Corridor. HR 2 also would provide $5.3 billion for NHTSA’s highway safety program and $4.3 billion for the Federal Motor Carrier Safety Administration (FMCSA) motor carrier safety program.

Republican Senate leadership immediately announced that it would not consider the House version of an infrastructure bill due its reliance on debt and its resemblance to previous Green New Deal proposals. The Senate advanced the highway portion of its surface transportation bill through the Commerce, Science, & Transportation Committee last July on a bipartisan basis. But three more committees have yet to contribute their sections of the bill.

The President threatened to veto the House measure arguing it should eliminate or reduce environmental reviews, relies too much on new debt, and doesn't provide enough money to rural America. As always there is still the perennial question of how to pay for HR 2. The issues of funding looms larger than ever, with the coronavirus pandemic and economic downturn adding significant complications to the task.

State

California's Gas Tax Just Increased By CPI
The gas tax in California rose by 3.2 cents on July 1st, bringing the tax to 50.5 cents per gallon. The automatic increase, created in the 2017 SB 1 law, adjusts the tax annually to match changes in the consumer price index. A separate road-improvement annual vehicle registration fee debuted July 1st for electric cars with a model year of 2020 or later. The new funding will be used for road maintenance.

State estimates of gas and diesel tax revenue have declined by almost 7% this year due to reduced vehicle miles travelled and are projected to drop by 7.6% in the fiscal year starting July 1. The decline will mean a loss of about $1.2 billion in revenue over the two years.

CARB Passes Clean Trucks Rule, Setting Stage For ZEV-Only Sales By 2045
The California Air Resources Board (CARB) adopted its Advanced Clean Trucks (ACT) Regulation on June 25th that will require, by 2045, every new truck sold in California to be zero-emission. The rules require truck Original Equipment Manufacturers (OEMs) to phase in the ZEV regulation by selling an increasing percentage of zero-emission trucks in California between 2024 and 2045.

The move to phase out fossil-fueled trucks is a "first-in-the-world rule," that is part of a larger CARB push to meet state environmental goals, which include reaching federal ambient air quality standards. The standard requires a 40% reduction in greenhouse gases (GHG) by 2030, an 80% reduction in GHG by 2050 and a 50% reduction in petroleum use by 2030.
To achieve that goal, CARB set interim standards. By 2035, 55% of Class 2b to Class 3 truck sales, 75% of Class 4 – 8 truck sales, and 40% of truck tractor sales must be of zero-emission vehicles (ZEV).

Cost-savings of electric vehicles (EV) are beginning to appear for fleets. In the past, the battery for a battery-electric vehicle (BEV) was the main cost. The California Trucking Association, in a May 5th study, found battery cost "has declined as much as 80% over the last eight years. Further cost declines of over 50% are expected in the next decade, which should put upfront costs of many EVs below their conventional competitors by 2030." The rule would create a market for up to 500,000 electric trucks by 2040.

**California Transportation Commission Allocates 500 Mil. For Projects In L. A. County**

On June 24th the California Transportation Commission approved fund allocations which included over $500 million for L.A. County projects. These allocations represent a portion of the $1.88 billion in multi-year funds awarded to Metro in 2018 under the various SB 1 active transportation, highway and transit discretionary grant programs. The State Transportation Improvement Program formula allocations were also approved. Although no projects were approved in the South Bay proper, the list includes $190 million for the L. A. City Airport Connector / 96th Street Transit Station Project.

The new regulations were adopted in the context of an ongoing fuel standards debate. President Trump has been pushing for a national rule that would raise fuel standards more slowly than California’s plan. California and 22 other states are suing the Trump administration to protect the more aggressive fuel economy rule. That court fight matters because California will need the federal government’s approval to enforce its proposed trucking rules.

Heavy-duty trucks make up 10% of California’s on-road but account for a quarter of the state’s diesel pollution according to the air board. Vehicle sources at large account for half of greenhouse gas emissions and over 95 percent of diesel pollution.

**California PUC Rules That Uber And Lyft Drivers Are Employees**

The California Public Utilities Commission, the state government body responsible for licensing and regulating some transportation companies including Uber and Lyft, officially ruled on June 9th that it would formally consider drivers of those companies to be employees, in line with a newly-enacted state law known as AB5.

As a result, the companies are required to provide workers’ compensation for their employees by July 1. If they don’t comply, the PUC could consider revoking the companies’ relevant operating authority.

For years, the rideshare companies have touted the ad-hoc work schedule as an attractive perk for drivers. However, one of the major downsides has been that drivers are on the hook for incurring numerous work expenses, including gas, car maintenance, insurance, and more. A report commissioned by UBER projected that the new requirement will result in an 80 to 90 percent reduction in the number of drivers.
Metro Restored Some Bus Service; Continues Social Distancing Policies  Metro implemented bus service changes on June 21st in response to growing demand by adding bus trips to 95 of the lines currently running daily and increasing the frequencies on selected heavily used bus lines. The agency will continue to use larger, 60-foot articulated buses on all trips on selected lines to the extent possible in support of social distancing.

Other Metro bus routes will continue to run on an enhanced Sunday schedule. A full list is available on Metro’s website. The agency continues to not enforce fare payment and nearly all Metro bus riders must board and exit through rear doors only. The front door will remain available to wheelchair riders and those who need the wheelchair ramp. Metro is also requiring all riders to wear face coverings and Metro bus operators will continue to use the transparent protective barrier that helps isolate them.

Metro is hosting a virtual public meeting on the Recovery Task Force July 9th, in English/Spanish, at 6:00 p.m. Join the Microsoft Live meeting at:

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2f_%23%2fl%2fmeetup-join%2f19%3ameeting_ZGRkZjU2MmItNDc3NC00N2M4LWJkZTI1YzdiMDJhNWEz%40thread.v2%2f0%3fcontext%3d%257b%2522Tid%2522%253a%2522ab57129b-dbfd-4cac-aa77-fc74c40364af%2522%252c%2522Oid%2522%253a%252257129b-4ca3-4419-869d-1c00b5338c00%257d%26anon%3dtrue&type=meetup-join&deeplinkId=b01d61de-5146-4419-869d-1c00b5338c00&directDl=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true

Metro To Overhaul Policing Of Buses, Trains and Stations, Offer Promotional Fares  The L. A. Metro Board of Directors voted 9 to 2 on June 25th to develop a package of reforms aimed at responding to the triple threat of the COVID-19 pandemic, an economic recession, and protests against racism and transit policing.

Metro is carrying approximately 450,000 riders each weekday, down from 1.2 million before the Safer At Home Orders. Metro is hoping to attract back riders as its system re-opens with half-price passes and transit policing reforms.

After years of declining ridership, and rising assaults and violent crime, Metro nearly doubled the number of uniformed police on the transit system in 2017. Contracts with the Los Angeles Police Department, Los Angeles County Sheriff’s Department and Long Beach Police Department that expire in 2022 have contributed to reducing violent crime on the system 23% from 2015 to 2019. However, the contracts provide sworn officers to Metro on a very costly paid-overtime basis.

Potential policing alternatives could include a transit ambassador program that provides staffed presence at Metro facilities and on Metro vehicles as well as social workers, mediators or mental health professionals.
Study of New Metro Fees Ordered
A study ordered by the agency to explore congestion-based fees as a traffic reduction measure is due next summer. The conceptual plan would use the fees to improve transit throughout L. A. County.

Trends

In a Post-Pandemic World, Curbside Pickup Will Pick Up Steam
Between late February and late March, buy-online-pickup-in-store orders, which includes curbside, increased 87% year over year, according to Adobe Analytics. Nearly one-third of U.S. customers used a delivery or pickup service, compared to 13% in August 2019, jumping 145.3% during that period. Experts predict that this is not just a short-term approach to connect with customers during a global pandemic. NY major retailers have installed parking spaces for curbside pickup. Smaller businesses are simply instructing customers to put on their car's hazard lights and call the store when they arrive. Retailers can build brand loyalty with customers by offering fast, touchless digital payments and easy-to-use mobile apps.

Can Self-Driving Scooters End Sidewalk Clutter?
Next to achieving profitability, the hardest part about operating a dockless scooter start-up is keeping them charged and out of the middle of sidewalk.

Go X is an electric scooter company that has licensed technology from the automated positioning technology company Tortoise. It retrofitted its scooters with training wheels of sorts and an automated self-righting kickstand that enables them to operate autonomously. These self-driving scooters are now part of a six-month pilot program at Curiosity Labs in Peachtree City, Georgia that will real-world test a new mobility service where riders hail scooters that autonomously go to them.

Any visitor or employee on the 500-acre technology campus can download GoX’s app and hail a scooter similar to on-demand ridesharing programs like UBER and LYFT. A scooter navigates on its own to your location. At that point, the navigating is up to the rider to get to their destination. But after ride is completed and the scooter is parked, it returns on its own to the depot for recharging and complete sanitization to ensure they’re clean and fully-charged for the next person.

Uber Testing $50 / Hour Ride Option With No Limits On Stops
Uber is piloting a pay-by-the-hour, personal-driver-like service during a period of slumping business because of the fallout from the coronavirus pandemic. The new option, called "Uber Hourly", allows the customer to book a driver for $50 an hour for up to 8 hours. The driver is all yours during that time, and you can make as many stops as you need without having to request a new car at each stop you make.

Santa Monica, CA to pilot zero emissions delivery zone
The City of Santa Monica, CA, in partnership with the Los Angeles Cleantech Incubator (LACI) and others, has issued a request for information (RFI) for a first-of-its-kind voluntary zero emissions delivery zone. The delivery zone, a one-square-mile area in the city's "commercial activity core," is home to the commercial districts of Downtown Santa Monica and Main Street.

The RFI says LACI and the city are eager to explore new technologies to cut delivery traffic in the zone, with solutions like e-cargo bikes; micro-mobility devices; curb management; light-
medium-duty electric vehicles (EVs); and measurement and tracking for pollution, congestion and other data points.

Technology providers, including startups, community organizations and nonprofits, were encouraged to respond to the RFI, but LACI said delivery companies, while not eligible funding recipients, were encouraged to submit innovative ideas to be considered in the pilot.

LACI and its partners are looking to try a variety of different delivery options in a bid to figure out what works. It will be "critical" to have legacy delivery companies — UPS, FedEx and the like — involved in the pilot.

**Closing Streets to Cars**

Throughout the coronavirus pandemic, lockdowns across the nation have made streets look like ghost towns. Yet, in March, e-bike sales in the U.S. jumped 85 percent year-over-year and city planners are jumping on the trend by closing streets to cars to make space for cyclists and pedestrians. New York City, temporarily opened 43 miles of streets to the public; Seattle is permanently closing 20 miles of streets to traffic; Denver has designated 13 miles; and Oakland's goal is 74 miles, or 10 percent of its streetscape.

It will be interesting to see how many of the street closures are made permanent and how many new active transportation restrictive lanes are approved after the Safer At Home restrictions end.

**Uber Makes SaaS Move In California Transit Partnership**

Uber is partnering with Marin Transit on an on-demand transit service in which Marin Transit will pay Uber a subscription fee to use its transit trip management software, encompassing trip requests and matching, plus fleet tracking.

It is the first example of Uber venturing from its Mobility as a Service (MaaS) model into a Software-as-a-Service (SaaS) partnership. Rather than booking a trip in someone’s private car, riders will use the Uber platform to ride on wheelchair-accessible public paratransit vans. Marin Transit claims the move is a boon for disadvantaged riders. The program, Marin Connect, will allow users to request rides, view transit schedules, and receive discounts on Uber rides to transit stops without downloading yet another mobility app to their phones.

Trips are booked for the service through a dedicated section in the Uber app. The service will initially be comprised of four fully wheelchair accessible six-seater vans, with trips charged at $4 per mile (or $3 per mile for Marin Access riders). Rides can also be shared if two riders are travelling the same direction, though this limits occupancy of the vans to just two people. All fare revenue will be paid directly to Marin Transit; Uber’s only financial interest in the partnership is the software licensing fee, rumored to be approximately $80,000 for a two-year period.

Pushing into public transport services in this way places Uber is in direct competition with Via, which runs numerous on-demand transit services in partnership with transport authorities through the U.S. and Europe (as ViaVan).
TO: SBCCOG Board of Directors  
FROM: SBCCOG Steering Committee  
RE: Bills to Monitor and for Action – Status as of July 15, 2020

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

**FINANCE**

<table>
<thead>
<tr>
<th>Bill</th>
<th>Description</th>
<th>Status</th>
<th>Date</th>
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</table>
| SB 795 (Beall) | Economic development: housing: workforce development: climate change infrastructure. Would continuously appropriate the sum of $10,000,000,000 from the General Fund for expenditure over the 2020–21 fiscal year and each of the 4 following fiscal years. Of that amount, would require the Controller to allocate for each of those fiscal years $1,805,000,000 among various housing programs administered by the Department of Housing and Community Development, the Homeless Housing, Assistance, and Prevention program, and for distribution by the California Workforce Development Board among local agencies to participate in, invest in, or partner with new or existing preapprenticeship training programs established as described above. Would require the Business, Consumer Services, and Housing Agency to establish deadlines for applications and submitting final reports under the Homeless Housing, Assistance, and Prevention program with respect to moneys allocated to programs under the bill. | SUPPORT (5/28/20)  
(Ltr to Sen Approp. 6/4/20) | 6/29/20  
Assembly Housing & Community Dev. Comm. |

**HOUSING**

<table>
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<tr>
<th>Bill</th>
<th>Description</th>
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| AB 725 (Wicks) | General plans: housing element: moderate-income and above moderate-income housing: suburban and metropolitan jurisdictions. The purpose of this bill is to facilitate the development of more medium density housing at moderate and above-moderate incomes, akin to the requirement for very low- and low-income housing. It requires at least 25% of the jurisdiction's share of the regional housing need for both moderate-income and above | RECOMMEND  
OPPOSE  
INHIBITS  
LOCAL CONTROL | 6/23/20  
Senate Committee on Housing |
<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Description</th>
<th>Recommendation</th>
<th>Date</th>
<th>Committee</th>
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<tbody>
<tr>
<td>AB 1851</td>
<td>Religious institution affiliated housing development projects: parking requirements. Allows a religious institution to develop an affordable housing project at a place of worship owned by the religious institution even if the development requires the religious institution to reduce the number of religious-use parking spaces available at the place of worship.</td>
<td>RECOMMEND</td>
<td>7/1/20</td>
<td>Senate Government &amp; Finance Committee</td>
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<tr>
<td>AB 2168</td>
<td>Planning and zoning: electric vehicle charging stations: permit application: approval - would require an application to install an electric vehicle charging station to be deemed complete if, 5 business days after the application was submitted, the building official of the city, county, or city and county has not deemed the application complete, as specified, and if the building official has not issued a one-written correction notice, as specified. The bill would require an application to install an electric vehicle charging station to be deemed approved if 15 business days after the application was deemed complete certain conditions are met, including that the building official of the city, county, or city and county has not approved the application, as specified, and the building official has not made findings that the proposed installation could have an adverse impact, as described above, and required the applicant to apply for a use permit.</td>
<td>RECOMMEND</td>
<td>5/5/20</td>
<td>Assembly Local Government Committee</td>
</tr>
<tr>
<td>AB 2345</td>
<td>Planning and zoning: density bonuses: annual report: affordable housing. - Revises Density Bonus Law to increase the maximum allowable density and the number of concessions and incentives a developer can seek.</td>
<td>RECOMMEND</td>
<td>7/1/20</td>
<td>Senate Housing Committee</td>
</tr>
<tr>
<td>AB 3107</td>
<td>Planning and zoning: general plan: housing development. Notwithstanding any inconsistent provision of a city’s or county’s general plan, specific plan, zoning ordinance, or regulation, would require that a housing development be an authorized use on a site designated in any element of the general plan for commercial uses if certain conditions apply. Among these conditions, would require</td>
<td>OPPOSE (5/28/20)</td>
<td>7/1/20</td>
<td>Senate Housing Committee</td>
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<tr>
<td>Bill Number</td>
<td>Bill Title</td>
<td>Committee</td>
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<td>SB 902</td>
<td>Planning and zoning: housing development: density. Would authorize a local government to pass an ordinance, notwithstanding any local restrictions on adopting zoning ordinances, to zone any parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area, a jobs-rich area, or an urban infill site, as those terms are defined. Would require the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to determine jobs-rich areas and publish a map of those areas every 5 years, commencing January 1, 2022, based on specified criteria. Would specify that an ordinance adopted under these provisions is not a project for purposes of California Environmental Quality Act.</td>
<td>OPPOSE</td>
<td>6/29/20</td>
<td></td>
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<tr>
<td>SB 995</td>
<td>Environmental Quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2011: housing projects - would require a lead agency to prepare a master EIR for a general plan, plan amendment, plan element, or specified plan for housing projects where the state has provided funding for the preparation of the master EIR.</td>
<td>MONITOR</td>
<td>6/29/20</td>
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<tr>
<td>SB 1085</td>
<td>Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints - would require a unit designated to satisfy the inclusionary zoning requirements of a city or county to be included in the total number of units on which a density bonus and the number of incentives or concessions are based. Specific % of units in bill, and parking spaces, etc.</td>
<td>RECOMMEND</td>
<td>6/29/20</td>
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<tr>
<td>SB 1120</td>
<td>Subdivisions: tentative maps. Would require a proposed housing development containing 2 residential units to be considered ministerially, without discretionary review or hearing, in zones where allowable uses are limited to single-family residential</td>
<td>OPPOSE</td>
<td>6/29/20</td>
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<tr>
<td>Bill Number</td>
<td>Description</td>
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<td>SB 1138</td>
<td>Housing element: emergency shelters: rezoning of sites - requires localities that fail to adopt a legally compliant housing element within 120 days of the statutory deadline, to complete a rezone program within one year instead of the current three-year requirement.</td>
<td>RECOMMEND</td>
<td>Assembly Housing &amp; Community Dev. Comm.</td>
<td></td>
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<tr>
<td>SB 1299</td>
<td>Housing Development. Incentives. Rezoning of Idle Retail Sites. Would, upon appropriation by the Legislature, require HCD to administer a program to provide incentives in the form of grants allocated as provided to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to instead allow the development of workforce housing. It provides for 7 years of property tax based on commercial status if changed to housing.</td>
<td>SUPPORT</td>
<td>Assembly Housing &amp; Community Dev. Comm.</td>
<td></td>
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<tr>
<td>SB 1385</td>
<td>Local Planning. Housing in Commercial Zones. This measure, the Neighborhood Homes Act, would deem a housing development project, as defined, an authorized use on a neighborhood lot that is zoned for office or retail commercial use under a local agency’s zoning code or general plan. Would require the density for a housing development under these provisions to meet or exceed the density deemed appropriate to accommodate housing for lower income households according to the type of local jurisdiction, including a density of at least 20 units per acre for a suburban jurisdiction.</td>
<td>MONITOR</td>
<td>Assembly Local Government Committee</td>
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<tr>
<td>AB 1314</td>
<td>Law enforcement use of force settlements and judgements: reporting: Would require municipalities, as defined, to annually post on their internet websites specified information relating to use of force settlements and judgements, including amounts paid, broken down by individual settlement and judgment, information on bonds used to finance use of force settlement and judgment payments, and premiums paid for insurance against use of force settlements or judgements.</td>
<td>RECOMMEND</td>
<td>Assembly Local Government Committee</td>
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PUBLIC SAFETY
**TELECOMMUNICATIONS**

<table>
<thead>
<tr>
<th>SB 1130 (Gonzalez)</th>
<th>Telecommunications: California Advanced Services Fund. Would require the Public Utilities Commission to develop, implement, and administer the California Advanced Services Fund program to encourage deployment of 21st century-ready communications, as provided. Would provide that the goal of the program is to, no later than December 31, 2024, approve funding for infrastructure projects that will provide high-capacity, future-proof infrastructure, as defined, based on current engineering and scientific information at the time of program application, as provided. Would require the commission, in approving infrastructure projects, to approve projects with a goal of providing high-capacity, future-proof infrastructure to households that are unserved areas, as defined, or unserved high-poverty areas, as defined.</th>
<th>RECOMMEND SUPPORT</th>
<th>Assembly Communications &amp; Conveyance Committee Hearing Date: 7/14/20 postponed</th>
</tr>
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<tbody>
<tr>
<td>LCC supports</td>
<td></td>
<td>SUPPORT</td>
<td></td>
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</table>

**POTENTIAL BALLOT MEASURE**

<table>
<thead>
<tr>
<th>Muratsuchi</th>
<th>Broadband Infrastructure and Distance Learning Bond Act of 2020. To provide immediate access to multi-gigabit broadband services to rural, urban and suburban unserved and underserved communities and households and to provide local educational agencies access to devices necessary for remote access to public school curriculum, homework and school-related internet research.</th>
<th>SUPPORT (6/8/20)</th>
<th>NOT AVAILABLE YET – NO NUMBER</th>
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<td>Asked for JPA eligibility to be included</td>
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**FEDERAL**

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<tr>
<th>HR 530 (Eshoo)</th>
<th>Accelerating Wireless Broadband Deployment by Empowering Local Communities Act of 2019. Overturns the FCC’s September order preempting local authority over small cell wireless</th>
<th>SUPPORT &amp; REQUEST CO-SPONSORS</th>
<th>1/25/19 House Energy &amp; Commerce Committee -</th>
</tr>
</thead>
</table>
infrastructure on January 14, the day the order took effect. Would not preclude future FCC or congressional preemption of cities on wireless infrastructure, but it would halt the FCC’s harmful preemption order, which ignored the input of hundreds of local governments. The bill also complements ongoing efforts to overturn the FCC order in federal courts, and the investigation by congressional leaders into alleged attempts by the FCC to thwart that litigation.

Endorsed by NLC, NATOA, NAC

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<th>Bill</th>
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<tr>
<td>HR 763 (Deutsch)</td>
<td>Energy Innovation &amp; Carbon Dividend Act. Imposes a fee on the carbon content of fuels, including crude oil, natural gas, coal, or any other product derived from those fuels that will be used so as to emit greenhouse gases into the atmosphere. The fee is imposed on the producers or importers of the fuels and is equal to the greenhouse gas content of the fuel multiplied by the carbon fee rate. The rate begins at $15 in 2019, increases by $10 each year, and is subject to further adjustments based on the progress in meeting specified emissions reduction targets. Imposes a specified fee on fluorinated greenhouse gases.</td>
<td>SUPPORT</td>
<td>6/8/20</td>
</tr>
<tr>
<td>HR 1507 (Blumenauer)</td>
<td>The Bicycle Commuter Act of 2019. Official summary in progress. Would allow cyclists to deduct more than $50 per month and write off bike-share memberships.</td>
<td>MONITOR</td>
<td>3/5/19</td>
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2020 Legislative Session Calendar
July 27 Legislature reconvenes
DATES IN QUESTION:
- July 31 Last day for policy committees to hear and report fiscal bills to fiscal committees
- Aug. 7 Last day for policy committees to meet and report bills
- Aug. 14 Last day for fiscal committees to meet and report bills
- Aug. 17-31 Floor session only. No committee may meet for any purpose except Rules Committee, bills referred pursuant to Assembly Rule 77.2, and Conference Committees
- Aug. 21 Last day to amend bills on the floor
- Aug. 31 Last day for each house to pass bills
Final Recess begins upon adjournment
Sept. 30 Last day for Governor to sign or veto bills passed by the Legislature before Sept. 1 & in the Governor's possession on or after Sept. 1
Oct. 1 Bills enacted on or before this date take effect January 1, 2021.
Nov. 3 General Election.
Nov. 30 Adjournment sine die at midnight
Dec. 7 2021-22 Regular Session convenes for Organizational Session at 12 noon.
This was the first meeting conducted with new officers:

Donald Szerlip  Chairman
Ernie Crespo   Vice Chairman

New members sworn in:
Rochelle Mackabee Rider and Concerned Citizen
Glenda Silva LAWA Representative

Chair made welcoming comments including an outline of current meeting procedures. A Safety Tip was given by Scott Greene and June 12 minutes were approved.

Presentation was made with an overview of the Comprehensive Pricing Study currently underway. Contained within the Metro Board’s adopted Vision 2028 plan is direction to conduct a comprehensive transportation pricing study prior to implementing a transportation system pricing policy. The study is concentrating on evaluating better performing pricing policy options that align with the goals of revenue, equity, security, ridership and the user experience. Presentation was made by Doreen Morrissey, Principal Transportation Planner and Raymond, Kan, Senior Transportation Planner. Commenced at the beginning of 2020, the initial activities surrounding the project definition have been completed. Phase 2, inclusive of foundational research in all study areas plus outreach on the subjects to the public, has begun and is anticipated to last through November, 2020. Phase 3 will evaluate suggested policy options based upon a balance between all goals, while Phase 4 will explore those options through focus groups, workshops and additional public engagement. Completion, including recommendation to the Metro Board, is anticipated in the first half of 2021.

The next presentation was an update on the Next Gen Bus Study inclusive of changes to many previous line proposals in response to comments made during public outreach. The presentation was given primarily by Joe Forgiarini, Senior Director, Service Performance & Analysis along with Scott Greene, Transportation Planning Manager. Extensive revisions are being proposed and are codified in presentations available on-line. Of primary concern to the South Bay is to continue the operation of Line 450 which gives a single seat ride from downtown LA to San Pedro. The now abandoned proposal had been to bifurcate the line requiring a transfer at the Harbor Gateway Bus Terminal to/from a newly proposed Line 510. Line 450 is now proposed to operate using 20-minute headways during weekday peak periods with 30-minute service at all other times during the week. There is no Owl Service for Line 450.

As a result of time constraints, the Virtual Public Hearing in the South Bay for the Next Gen project has been rescheduled to Thursday, August 20 at 6:00 PM. In order to allow staff sufficient time to make responses to public comments, the monthly South Bay Service Council Meeting for September has been moved to Friday the 18th at 9:30 AM. The Service Council,
having lost its representative serving on the Next Gen External Working Group, elected Charles Deemer as representative going forward. Additionally, the Council voted to return its monthly regularly scheduled meeting start time to 9:30 AM on the Second Friday of each month, at least for the duration of virtual meetings.

Since the allotted meeting time had been exceeded, the Service Council voted to receive and file scheduled presentations for the Q4 Station Evaluation Program and the Regional Updates presented monthly by Scott Greene, Transportation Planning Manager, and Mark Dierking, Community Relations Manager. Mark did remind the Council that the public comment period on the 105 ExpressLanes EIR/EA remained opened through and including the Virtual Public Hearing to be conducted July 15, 2020 at 6:00 PM.

The meeting concluded following Council Member Comments and Public Comments on non-agenda items. Prior to adjournment, the Chair reminded Council Members that their Performance Review of Dolores Ramos, Chief Administrative Analyst for Service Councils, was due by the end of the month.

Respectfully submitted July 15, 2020
There was one item that garnered much of the time and discussion. It is the resolution below that eventually passed. Staff report attached

RESOLUTION NO. 20-6232
A RESOLUTION OF THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) STATING CONVICTION THAT SYSTEMIC RACISM IS A HUMAN RIGHTS AND PUBLIC HEALTH CRISIS WHICH RESULTS IN DISPARITIES IN FAMILY STABILITY, HEALTH AND MENTAL WELLNESS, EDUCATION, EMPLOYMENT, ENVIRONMENTAL JUSTICE, ECONOMIC DEVELOPMENT, TRANSPORTATION, PUBLIC SAFETY, INCARCERATION.

The flavor of the discussion was if SCAG was going beyond its mission by acknowledging some of the social issues versus those that felt that this is a part of the mission because SCAG has a focus on the environment and the "environment" is all inclusive. An overwhelming majority voted to support the resolution and future collaborations to improve our communities.
RECOMMENDED ACTION:
Adopt Resolution No. 20-623-2

STRATEGIC PLAN:
This item supports the following Strategic Plan Goal 1: Produce innovative solutions that improve the quality of life for Southern Californians.

EXECUTIVE SUMMARY:
The unjust and tragic death of George Floyd, among many more, by law enforcement, in the midst of a pandemic that has disproportionately impacted communities of color, has revealed uncomfortable truths about the systemic racism in our society – including in the way we have planned and designed our communities and transportation systems. In Southern California, where we champion our diversity as one of our greatest strengths, the data reveals patterns of inequity and injustice that exist nationwide. To provide context for a conversation among Regional Council members on SCAG’s role in addressing equity and social injustice, Professor Michael Lens, an Associate Professor of Urban Planning and Public Policy and Associate Faculty Director of the Lewis Center for Regional Policy Studies, will provide a presentation on planning’s role in institutionalizing and perpetuating inequities in communities, and how regional and local policymakers and planners can work to repair the past harms and build communities where all can thrive.

BACKGROUND:
Communities nationwide and across Southern California continue to express their anguish, anger, and calls for action over the senseless and violent deaths of Tony McDade, Elijah McClain, Ahmaud Arbery, Breonna Taylor, George Floyd, and Rayshard Brooks, among others, and the systemic injustice that their deaths, and too many more, reveal in our society. Over the course of the past month we have been grieving these losses and considering how we, as a metropolitan planning
organization, can do more to advance equity, diversity, and inclusion in our region. For years we have been working to bring our diverse residents and local partners together through our plans, projects, and programs to unify the region and increase access to opportunity. While we have done some good work, it has not been enough, and we know that we must do more to combat systemic racism and the inequities that exist in our region.

Our region’s greatest asset is its diversity, particularly in its people. People of color currently represent more than 68 percent of the region’s population and our diversity is only expected to increase as we move towards 2045, when people of color will represent nearly 80 percent of our population. Our region’s residents have among the most geographically diverse origins of any metropolitan region in the nation. There is a disproportionate burden of poverty on people of color relative to their white counterparts. Black (21.5%), American Indian/Alaskan Native (19.4%), and Hispanic (19%) communities experience the highest rates of poverty in our region compared to the white population (13.5%) and Asian population (11.5%). The region’s low income families and communities of color also tend to reside in areas of the region where they experience more poor air quality, resulting in more asthma emergency room visits (e.g., areas near freeways and high traffic roads). What we know and what continues to be reinforced through the analysis of our conditions and now through COVID-19 is that where you live matters. A range of economic and social impacts such as health outcomes, education, employment, housing conditions, the likelihood of incarceration, and life expectancy, vary vastly in this region based on race, income and census tract. Across the region, life expectancy ranges drastically, from 68 to 93 years, depending on where you live.

As a regional planning organization, understanding the disparities that result from geography and the built environment are central to our work to plan for a more racially just, equitable future. Our long-range plan, Connect SoCal, includes an extensive Environmental Justice (EJ) Technical Report with detailed analyses on current conditions and the consequences of the region’s transportation projects on low income communities and communities of color. Consideration of EJ stems from Title VI of the Civil Rights Act of 1964, which establishes the need for transportation agencies to disclose the benefits and burdens of proposed projects on communities of color. The goal is to avoid, minimize, or mitigate disproportionately high and adverse human health and environmental impacts on low income families and communities of color. In an effort to support communities as they develop their own Environmental Justice Elements to comply with SB 1000, SCAG embedded an Environmental Justice Toolbox within the EJ Technical Report. The Toolbox includes recommended strategies and resources to address potential impacts to EJ Areas, Disadvantaged Communities, Communities of Concern, and other EJ related communities, and it presents optional policy recommendations that may be effective in addressing EJ impacts after a comprehensive review of impacts and consultation with all stakeholders.
SCAG is also active in state, regional, and local conversations on how to embed public health considerations into land use and transportation planning. Specifically, at the statewide level, SCAG staff currently serves on California’s American Planning Association Planners 4 Health Steering Committee, which aims to increase local capacity for creating stronger, healthier communities, and promote greater coordination between planners and public health professionals at the state, regional, and local levels. At the regional level, Connect SoCal includes a robust, data-driven Public Health Technical Report which is grounded in the Social Determinants of Health (SDOH), a public health framework which is centered on the built environment and conditions in which we live, work, play and age. We know that the SDOH contribute to a wide range of disparate health outcomes depending on where you live, and that the rates of asthma, diabetes, and other chronic diseases in communities of color is greater than those for the region as a whole. It has become all too common to blame adverse health outcomes on individual behaviors when in fact the science is clear: the root cause of health inequities is racism and discrimination and how it limits access to the very opportunities and resources each of us need for optimal health and well-being. Science also tells us that that lifetime stress associated with experiences of daily acts of discrimination and oppression play a major role.\(^1\) When we see elevated numbers of deaths in communities of color in our region due to COVID-19, we are witnessing the consequences of these long-standing inequities.

We are fortunate that the planning profession has evolved to take health equity and equity more broadly into account, and that it is now widely recognized that while transportation and land use decisions are shaping neighborhoods, they are also influencing health outcomes, access to education and employment, housing conditions, and life expectancies. Unfortunately, federal and state policies that now support this focus (e.g., Civil Rights Act of 1964, Executive Order 12898, and California Senate Bill 1000) were preceded by decades of policies that were often explicitly racist and resulted in inequities that persist to this day. Specifically, the Federal Housing Administration (FHA), which was established in 1934, furthered segregation by refusing to insure mortgages in and near predominantly Black neighborhoods — a policy that came to be known as "redlining" or the delineation of geographic areas for investment. At the same time, the FHA was subsidizing builders who were mass-producing entire subdivisions for white people, with the requirement that none of the homes be sold to Black people. Years later, with support from the Housing Acts of 1949 and 1954 and the Federal Aid Highway Act of 1956, entire neighborhoods were cleared out in the name of urban renewal, displacing residents using tactics such as eminent domain and condemnation laws. These federal economic and housing policies led to racial segregation, where neighborhoods of color struggled with isolation, high concentrations of poverty, chronic disinvestment, high rates of unemployment, and poor life outcomes. They also denied people of color access to the same opportunities to accumulate household wealth through homeownership contributing to enormous wealth and income gaps that remain today between white families and communities of color.\(^2\)


can see evidence of these policies in our region where roughly 60 percent of white people own homes, compared to about 40 percent of Hispanic people and 35 percent of Black people.

Recently adopted legislation will help us work towards improving the availability of housing for all residents. In 2018, the State of California adopted legislation requiring local governments to “affirmatively further fair housing.” Under State law, to affirmatively further fair housing means “taking meaningful actions, in addition to combatting discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.” The new law strengthened provisions of the State Housing Element law, which require general plans of all cities and counties to plan for housing for all Californians. SCAG is required, through the regional housing needs allocation (RHNA) process, to work with local jurisdictions to update their housing elements to plan for their fair share of housing. This involves modifying land use and zoning codes and developing supportive policies and programs for development of a variety of housing types for all income groups, including programs for preservation and construction of affordable housing, and removal of government barriers.

As a government agency focused on planning, we have the opportunity, and in some cases the legal obligation, to analyze and address the inequities that government and the planning profession have created by systemically driving and perpetuating societal differences along racial lines that have resulted in vastly different living and social conditions and access to opportunities. While we consider low income families and communities of color impacts in our regional growth, transportation, and economic development planning and analysis, we recognize that more affirmative approaches that seek to counter the effects of historic practices, like those being pursued through state housing law to overcome patterns of segregation and foster inclusive communities, are needed to advance equity and social justice across the region.

Planning for Equity and Social Justice

If Southern California is going to be the healthy, livable, sustainable, and economically resilient region we aspire to be, we need to dramatically improve outcomes for low income families and communities of color. By addressing the barriers faced by these communities, we will improve outcomes for other communities as well and strengthen our region. We need to plan for our future by addressing the long-standing systemic and institutional barriers that have fostered racial inequities in health, wealth, and opportunity, and created obstacles for low income families and communities of color.

To further these objectives, President Rex Richardson directed staff to prepare a resolution that would: 1) affirm SCAG’s intent to stand side-by-side with those working toward a fair and just

3 AB 686 Summary of Requirements in Housing Element Law, California Department of Housing and Community Development Memorandum to Planning Directors et. al, April 23, 2020; AB 686, Ch. 958 (Santiago) Statutes of 2018.

4 California Government Code § 8899.50 (a)(1).
society, and with those calling for systemic change and for the breaking down of barriers that reduce opportunity and undermine Southern California’s shared prosperity; and 2) outline SCAG’s intentions to consistently incorporate equity awareness into every aspect of its work guided by a Regional Council policy statement on equity and social justice. The President is also proposing the formation of a Special Committee on Equity and Social Justice to recommend a set of policies to the Regional Council and any necessary bylaw changes to the General Assembly to help SCAG meet its objectives. The work of the committee may include, but not be limited to:

- Establishing an agency-wide definition of “equity” to have a shared understanding of it.
- Providing guidance on the development of SCAG’s internal Equity, Diversity, and Inclusion work plan that prioritizes, supports, and invests in equity, diversity, and inclusion.
- Reviewing SCAG’s public participation plan and stakeholder engagement strategies to lift up voices of communities of color and other disadvantaged communities to ensure meaningful engagement and capacity-building opportunities for communities most impacted by racial and social injustice.
- Developing an Equity Inventory Report, which would catalogue the existing equity-related activities throughout SCAG’s departments.
- Establishing an Equity Framework containing quantitative and qualitative indicators of existing inequities and disparities that exist in the region, and how communities and people in the region experience SCAG’s desired outcomes.
- Preparing a set of policies and recommended changes to SCAG bylaws as necessary to guide and sustain SCAG’s regional leadership in service of equity and social justice.

To ensure progress, SCAG staff would report back on the work of the Special Committee on Equity and Social Justice at regular intervals - 3 months, 6 months, and 9 months, with the expectation that a final set of recommendations shall be prepared, including any recommendations to SCAG’s bylaws within 9 months, for consideration by the Regional Council and General Assembly in May 2021. We stand ready to work with all of you in the months ahead to build a more just, equitable, and prosperous region.

**FISCAL IMPACT:**
Funding for staff work on this issue is included in the Project 21-050.0169.08.

**ATTACHMENT(S):**
1. Resolution No. 20-623-2
RESOLUTION NO. 20-623-2

A RESOLUTION OF THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) STATING CONVINCION THAT SYSTEMIC RACISM IS A HUMAN RIGHTS AND PUBLIC HEALTH CRISIS WHICH RESULTS IN DISPARITIES IN FAMILY STABILITY, HEALTH AND MENTAL WELLNESS, EDUCATION, EMPLOYMENT, ENVIRONMENTAL JUSTICE, ECONOMIC DEVELOPMENT, TRANSPORTATION, PUBLIC SAFETY, INCARCERATION AND HOUSING AND REAFFIRMING ITS COMMITMENT TO ADVANCING JUSTICE, EQUITY, DIVERSITY AND INCLUSION IN SOUTHERN CALIFORNIA

WHEREAS, SCAG is the largest metropolitan planning organization (MPO) in the United States covering six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura), and serving 19 million people pursuant to 23 USC § 134 et seq. and 49 USC § 5303 et seq. subject to the 1964 Civil Rights Act and the 1994 Presidential Executive Order No. 12898 on Environmental Justice; and

WHEREAS, SCAG is responsible for bringing Southern California’s diverse residents and local partners together with unifying regional plans, policies, and programs that result in more healthy, livable, sustainable, and economically resilient communities; and

WHEREAS, communities across Southern California and nationwide continue to show their pain, anger, and calls for action over the senseless and violent deaths of Tony McDade, Elijah McClain, Ahmaud Arbery, Breonna Taylor, and George Floyd, among others, as well as the systemic injustice in our society that led to these deaths and of too many more people of color by law enforcement; and

WHEREAS, SCAG acknowledges the historic role government and the planning profession have played in systemically driving and perpetuating societal inequities along racial lines that have resulted in vastly different living and social conditions and access to opportunities; and

WHEREAS, the compounding effects of the COVID-19 pandemic and resulting economic disruption have exposed the gross inequities that exist in our society; and
WHEREAS, SCAG recognizes that systemic racism resulting from the inherent biases and prejudices within social and political organizations, groups, or institutions continue to create barriers to success for people of color; and

WHEREAS, systemic racism negatively impacts the social determinants of health, such as socioeconomic status, education, neighborhood and physical environment, employment, and social support networks, as well as access to health care; and

WHEREAS, SCAG seeks to lead and/or join efforts to reverse the effects of the inequitable policies, processes, and practices of the past, and recognizes that it has a role to play in understanding and communicating the impacts that planning decisions have on low income families, communities of color and other disadvantaged communities.

NOW, THEREFORE, BE IT RESOLVED, by the Regional Council of the Southern California Association of Governments, that;

1. SCAG stands in solidarity with those working toward a fair and just society, and with those calling for systemic change to eliminate all barriers that reduce opportunity and undermine Southern California’s shared values and ability to thrive; and SCAG affirms its commitment to meaningfully advance justice, equity, diversity, and inclusion; and SCAG declares its intent to end racial and social disparities internal to the agency, strengthen the way it engages and convenes to protect and expand community voice and power, and work in partnership with others to close the gap of racial injustice and better serve our communities of color, and in so doing, serve all the people of the region.

2. Furthermore, based upon this affirmation, an ad hoc Special Committee on Equity and Social Justice shall be established by the President to further develop SCAG’s response to advancing social justice throughout the agency’s activities, and advise the Regional Council on policies and practices to advance its resolved intentions. Regular reports shall be provided to the Regional Council on the work of the committee and a final set of recommendations shall be prepared, including any recommendations to amend SCAG’s bylaws within 9 months, for consideration by the Regional Council and General Assembly in May 2021.

PASSED, APPROVED AND ADOPTED by the Regional Council of the Southern California Association of Governments at its regular meeting this 2nd day of July, 2020.

[SIGNATURES ON FOLLOWING PAGE]
Rex A. Richardson
President, SCAG
Councilmember, City of Long Beach

Attested by:

Kome Ajise
Executive Director

Approved as to Form:

Justine Block
Acting Chief Counsel
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
For current and archived Regional Council meeting agendas & videos, visit bit.ly/SCAGagendas.

HIGHLIGHTS FROM THE MEETING

Professor Michael Lens from the University of California Los Angeles provides a presentation on historical inequities in planning to the Regional Council.

ACTION
TWO RESOLUTIONS ADOPTED TO ADDRESS EQUITY AND SOCIAL JUSTICE
The Regional Council today adopted two resolutions to affirm SCAG’s commitment to addressing longstanding issues related to equity and social justice in the agency’s planning efforts. The first resolution, No. 20-623-2, signals SCAG’s intent to stand side-by-side with those working toward a fair and just society, and with those calling for systemic change and for the breaking down of barriers that reduce opportunity and undermine Southern California’s shared prosperity. The resolution also calls for SCAG to consistently incorporate equity awareness into every aspect of its work guided by a Regional Council policy statement on equity and social justice. SCAG President Rex Richardson also proposed the formation of a Special Committee on Equity and Social Justice to recommend a set of policies to the Regional Council and any necessary changes to the bylaws to the General Assembly to help SCAG meet these objectives. To provide context for conversation among Regional Council members, Professor Michael Lens, Associate Professor of Urban Planning and Public Policy and Associate Faculty Director of the University of California Los Angeles’s Lewis Center for Regional Policy Studies, gave a presentation focused on institutionalized and perpetuating inequities in communities and how regional and local policymakers and planners can work to bring about change by repairing past inequities and build communities where all can thrive.

The second resolution, No. 20-623-1, authorizes the Executive Director to enter into an agreement with the California Community Foundation that would provide grant funding for the Call for Collaboration partnership program. In the wake of the novel coronavirus (COVID-19) pandemic and its disproportionate impact on low-income and minority communities, President Rex Richardson has outlined opportunity areas and a comprehensive work program. Central to this framework is bringing new voices to the table and fostering innovative partnerships and collaborations that leverage the strength of the region’s diversity to realize an inclusive economic recovery. Complementary to the President’s priorities and as part of the agency’s broader Housing Program, the Regional Council set aside $1 million out of the $11 million allocation of the region’s early application for the Regional Early Action Program (REAP) grant to establish the Call for Collaboration partnership program with the intent to support new partnership models and engage a wider range of stakeholders to advance the region’s housing goals. The Call for Collaboration partnership program is anticipated to launch later this year, augmenting subregional and local planning efforts supported by REAP, and other state funding programs, to update housing elements and accelerate housing production.

**INFORMATION**

**STAFF PROVIDES 60-DAY PROGRESS REPORT ON CONNECT SOCAL ACTIVITIES**

Staff today provided a 60-day progress report on Connect SoCal-related activities in accordance with action taken by the Regional Council at its meeting on May 7. While Connect SoCal was adopted at that time for federal transportation conformity purposes only, SCAG delayed the transmittal of Connect SoCal to the California Air Resources Board (ARB) for up to 120 days due to concerns about missing entitlements and a desire to examine potential impacts of the COVID-19 pandemic on the plan. Some of the activities completed so far include dialogue with local jurisdictions on correcting the issue of missing entitlements, an online survey to gather input on the short-, medium- and long-term implications of the COVID-19 pandemic on the plan, and a listening session that took place on June 24 to gather additional input from partners and stakeholders on how the COVID-19 pandemic will impact local jurisdictions.

In terms of next steps, SCAG staff is planning to host additional stakeholder meetings to provide further opportunities for feedback and also integrate the necessary technical modifications to the Sustainable Communities Strategy data. At the next Regional Council meeting in September, staff will present Connect SoCal for Regional Council approval, as well as a Connect SoCal Implementation Plan and a 2024 Connect SoCal Emerging Issues Outlook that will describe areas of additional analysis to be pursued to better understand the long-term impacts of the COVID-19 pandemic on future plan updates. For updates on Connect SoCal, please visit ConnectSoCal.org.

**ACTION**

**RC APPROVES RECOMMENDATIONS FOR 2020 SCHOLARSHIP AWARDS**

The Regional Council today voted to approve the Scholarship Committee recommendations for the 2020 SCAG Scholarship Program Awards. This year, SCAG received 93 applications from high school and community college students from across the region. Ten outstanding students were selected for scholarships, representing all six of SCAG’s member counties. The scholarship recipients include: Aaliyah Felix (El Centro), Ashley Anderson (Covina), Doyup Kwon (Torrance), Chloe Niebla (Westminster), Mirabella Smith (Canyon Lake), Ysabella Sardillo (Apple Valley), Kimiko Stafford (Thousand Oaks), Emily Hardesty (Long Beach), and Andrea Hansen (Chino Hills). Continuing the partnership established from the 2019 awards, the California Transportation Foundation agreed to fund an additional scholarship for 2020, which will be awarded to Chiari Palagi (Riverside). The SCAG Scholarship Program provides each awardee with both a monetary scholarship of $4,000 and a two-week internship with SCAG or a local planning agency, in order to help students build the foundation for a career in urban planning and local government. Congratulations to these future leaders in Southern California’s planning and governing community!
Thank you to our event speakers and everyone who joined us for the 31st Annual Demographic Workshop. The event was co-hosted by SCAG and the University of Southern California (USC) Sol Price School of Public Policy over two sessions via videoconference—one on Thursday, June 11, and the other on Thursday, June 18—due to the COVID-19 pandemic, bringing together over 500 attendees. The event theme, “Accelerating Planning to Catch Up to 21st Century Demographics,” encompassed a range of discussions that provided new research findings and expert insights on responding to demographic changes across the region and the impacts of the COVID-19 pandemic.

The first session, The Changing Demographic Outlook and Housing Trends, provided an update on the latest in demographic trends including migration, fertility, and aging, as well as their implications on regional planning as we begin a new decade. The second session, Impact of COVID-19 on Housing and Economy, included a keynote speech by Chris Porter, Chief Demographer at John Burns Real Estate Consulting, a 2020 Census update by James T. Christy, Assistant Director for Field Operations at the U.S. Census Bureau, and a panel discussion on the impacts of the COVID-19 pandemic. Both sessions closed with applied roundtable discussions.

We thank our key program partners: the U.S. Census Bureau, California Department of Finance’s Demographic Research Unit, and California Department of Housing and Community Development. To view presentations and videos from the event, please visit the Demographic Workshop page on the SCAG website.

STATE ADVOCACY SUPPORTS LOCAL EFFORTS TO MEET REGIONAL HOUSING NEED GOALS AND STATE BUDGET PRIORITIES

SCAG formally submitted a letter on June 8, addressed to Speaker of the Assembly Anthony Rendon (D-Lakewood) and Senate President pro Tempore Toni Atkins (D-San Diego) requesting deadline extensions on Housing Element submissions and Local Early Action Planning (LEAP) Grants Program applications. Draft budget trailer bill language indicates early support for extending the LEAP deadline for local cities and counties. Regarding Housing Element submissions, housing element updates are due in October 2021. The letter, which was also jointly signed by the Sacramento Area Council of Governments (SACOG) and San Diego Association of Governments (SANDAG), asks for a six-month extension for housing element updates in order to give local jurisdictions flexibility as they balance more immediate concerns caused by the COVID-19 pandemic. Copies of the letters were provided to members of the budget and housing committees of both chambers and shared with COGs in the region.

The state budget was another focus of SCAG’s advocacy efforts. Letters were submitted to Senate Budget Committee Chair Holly Mitchell (D-Los Angeles) and Assembly Budget Committee Chair Phil Ting (D-San Francisco) expressing support for the legislature’s increased allocation of federal Coronavirus Aid, Relief, and Economic Security Act (CARES) Act funding for cities and counties, and to establish a floor allocation of $50,000 per city. Additionally, SCAG expressed support for AB 617 Implementation funding, which brings air monitoring to a more localized level, and asked for the program to be prioritized in light of reduced cap-and-trade auctions in May 2020.

SCAG UNVEILS COVID-19 VULNERABILITY INDICATORS DASHBOARD

As a result of the COVID-19 pandemic’s severe and unprecedented implications on a wide range of areas that SCAG plans for, including public health, transportation, housing, public finance, and the economy, SCAG has published an interactive dashboard that includes indicators of potential vulnerability to COVID-19 for each of the 191 cities and six counties in the region. The datasets provide a wide range of variables related to economic, social, health, and housing vulnerability indicators. The dashboard was presented and well received by the attendees at the SCAG 31st Annual Demographic Workshop.

The purpose of the indicators is to provide context and insightful information for local jurisdictions and stakeholders to better understand the impacts of the pandemic through data. The comprehensive list of vulnerability indicators is made up of slightly more than 70 variables from various sources from the U.S. Census Bureau’s American Community Survey, California State Controller’s Office, InfoUSA, and the California Tax Credit Allocation Committee/Department of Housing and Community Development.
UPCOMING MEETINGS

July

3rd Independence Day Holiday OBSERVED
9th TwitterChat on Connect SoCal and COVID-19 Recovery
16th Technical Working Group
21st Legislative/Communications & Membership Committee
21st Toolbox Training: Measuring the Region’s Progress with the Green Region Initiative Sustainability Indicators Map
22nd Modeling Task Force
28th Transportation Conformity Working Group
29th Regional Transit Technical Advisory Committee

August

-No Meetings- Regional Council & Policy Committees
4th Aviation Technical Advisory Committee
18th Legislative/Communications & Membership Committee
20th Technical Working Group
25th Transportation Conformity Working Group
27th Emerging Technologies Committee
**All 482 California Cities Submit Applications for State Allocations of CARES Act Funds**

Now that the State Budget is passed, the South Bay Cities (excluding the City of Los Angeles) are poised to receive $9.4 million in CARES Act funds from the State with 1/6th of the total amount is expected to be sent directly to the cities by the State Controller before the end of July.

The League hosted a webinar with the Department of Finance (DOF) on July 14 to answer questions about those funds and how they can be used. The slides and a recording of that webinar is available at [www.cacities.org/coronavirus](http://www.cacities.org/coronavirus). The Federal Government has not provided many answers or guidance since they passed the Coronavirus Aid, Relief and Economic Security Act (CARES Act), but the League will continue to work with DOF on city questions and hopes to collaborate on an FAQ document to make sure that these dollars are spent before the December 30 deadline. Questions can be sent to crfapplications@dof.ca.gov with a cc to covid-19@cacities.org.

Participants on the DOF webinar were polled in real time and 42% indicated that they had likely already spent their total share of the CARES Act funds. The League anticipated that the State’s allocation of $500 million in CARES Act funds are likely just a drop in the bucket to the real need, so we are continuing to lobby our Federal representatives in Congress for another stimulus package. Ideally, these funds would be secured before the California Constitutional deadline for the end of session on August 31. If not, the Governor will need to call a special (lame duck) legislative session between the November election and the end of the year to address any budget changes and new allocations.

**Legislature Delay’s Return After Two Legislators Test Positive for COVID-19**

The Legislature was forced to delay their return from their summer recess from July 13 until July 27 after two lawmakers and several staff tested positive for COVID-19. In the interim, the Capitol complex is undergoing a deep clean and sanitation. This delay, coupled with the several weeks of unplanned recess near the beginning of the pandemic, means legislation will likely need to be pared back even further.

The League has delayed submitting many of our bill position letters so that we could continue to work with authors on amendments and because bills many of these bills will inevitably be sidelined during the committee process. With this additional legislative delay, the League will now be trying to unveil our position letters this week in batches.

**League’s Annual Conference Goes Virtual**

With so many factors related to the COVID-19 pandemic still unknown and the health and safety of League members, staff, partners, vendors and guests as our top priority, the League has decided to transform our Annual Conference, scheduled for October 7-9, 2020, in Long Beach, into a virtual event. This was a difficult decision because we know the value of city officials gathering face-to-face especially during challenging times like these. Additional details on our virtual conference will be announced in the coming weeks.

**Upcoming Los Angeles Division Installation**

The Los Angeles County Division will be hosting a virtual Installation of our 2020-21 Board of Directors on Thursday, August 6th at 5 PM. Details and registration for this event will be available at [www.LACities.org](http://www.LACities.org) under the events tab.
The following business in your neighborhood has been emitting toxic air pollutants that could potentially cause a risk to public health. Equilon Enterprises, LLC, Shell Oil Production, US (Equilon) has been required to conduct a Health Risk Assessment (HRA) to evaluate how emissions are released and dispersed from Equilon and the potential impact those releases may have to public health.

INSTRUCTIONS FOR ELECTRONIC PARTICIPATION

As the air pollution control agency for this area, South Coast Air Quality Management District (South Coast AQMD) will hold a public meeting to answer questions about the results of Equilon’s 2015 Approved HRA. Officials from Equilon will also attend the meeting to answer questions about their operations and future plans to reduce emissions impacting your neighborhood. Due to the nature of recent events surrounding Covid-19, to ensure protection of public health by practicing social distancing, South Coast AQMD will hold the public meeting via video conferencing and by telephone. The audience will be able to participate during the public comment period.

Instructions for Participating in a Virtual Meeting as an Attendee

• As an attendee, you will have the opportunity to virtually raise your hand and provide public comment.
• Before joining the call, please silence your other communication devices such as you cell phone or desk phone. This will prevent any feedback or interruptions during the meeting.
• Please Note: During the meeting, all participants will be placed on mute by the host. You will not be able to mute or unmute your lines manually.
• Speakers will be limited to a total of three (3) minutes for their opportunity to provide comments. This time may be reduced if there are a large number of commenters to ensure that all comments can be heard. A countdown timer will be displayed on the screen for each public comment.
• Once you raise your hand to provide public comment, your name will be added to the speaker list. Your name will be called when it is your turn to comment. The host will then unmute your line.

Directions for Video Zoom on a Desktop/Laptop/Smartphone

• If you would like to make a public comment, please click on the “Participants” button on the bottom of the screen.
• A list of participants will appear on the right side of the screen for computers and on a new screen for smartphones. At the bottom of the list, please click on the grey “Raise Hand” button.
• This will signal to the host that you would like to provide a public comment and you will be added to the list.
• Please Note: At the bottom of your screen, please click the “Interpretation” button and select either “English” or “Spanish”.

Directions for Telephone Line Only

• If you would like to make a public comment, please dial *9 on your keypad to signal that you would like to comment
• Please Note: There is no interpretation feature available when joining via telephone dial-in.

Note: To view the English version of the presentation, please download from the South Coast AQMD website:
Summary of Health Risk Assessment

The approved HRA, which used 2015 data, showed that pollutants diesel particulate matter & benzene from Equilon may cause an increased health risk for people who live and work in the area as seen in the attached Facility Risk Map (Figure 1).

The attached information sheet provides additional background on the business, air pollutants and health risks. The following table shows the estimated, potential health risks from the 2015 Approved HRA.

<table>
<thead>
<tr>
<th>2015 Approved HRA</th>
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<tbody>
<tr>
<td>Maximum probability of cancer for those living closest to the facility (30 year exposure)</td>
</tr>
<tr>
<td>Maximum short-term non-cancer health effects (1 hour exposure)</td>
</tr>
</tbody>
</table>

For more information about South Coast AQMD programs to control toxic air pollution or the public meeting, please contact Victoria Moaveni of South Coast AQMD at (909) 396-2455 or vmoaveni@aqmd.gov. For more information about the facility, please contact Christopher Sherman at Christopher.Sherman@shell.com.

Disability and language-related accommodations can be requested to allow participation in the Equilon Rule 1402 public notification meeting. The agenda will be made available, upon request, in appropriate alternative formats to assist persons with a disability (Gov’t Code Section 54954.2(a)). In addition, other documents may be requested in alternative formats and languages. Any disability or language-related accommodation must be requested as soon as practicable. Requests will be accommodated unless providing the accommodation would result in a fundamental alteration or undue burden to the District. Please contact the AB 2588 Hotline at (909) 396-3610 from 7:00 a.m. to 5:30 p.m., Tuesday through Friday, or send the request to AB2588@aqmd.gov.

2015 Approved HRA Facility Risk Map (Figure 1)
Equilon
(South Coast AQMD ID No. 800372)
Carson, California

Equilon Enterprises, LLC
Public Notification Area Map
Cancer Risk 10 in-a-million
(Orange Contour)
Non-Cancer Acute Hazard Index = 1.0
(Purple Contour)
Equilon (Red Outline)

Public Notification Required if:
- Maximum probability of cancer for those living closest to the facility is greater than 10 in-one-million
- Maximum probability of cancer for those working closest to the facility is greater than 10 in-one-million
- Long-term non-cancer health effects are greater than state health-based guidelines
- Short-term non-cancer health effects are greater than state health-based guidelines
What are toxic air pollutants?
Chemicals that can cause cancer and other adverse health effects such as harm to the human respiratory system are known as toxic substances. When these toxic substances are released in the air, they are called toxic air pollutants. Toxic air pollutants come from a variety of sources including chemical plants, large manufacturers, businesses and cars and trucks. Many products used at home, such as cleaners and paint thinners also contain toxic air pollutants.

What toxic air pollutants does this facility emit?
Exposure to elevated concentrations of diesel particulate matter and benzene can have potential cancer and non-cancer health risks. Long and short term health-based levels have been established by the California Office of Environmental Health Hazard Assessment (OEHHA).

The facility emits the following toxic air pollutants as a result of portable diesel internal combustion engines and storage tanks.

<table>
<thead>
<tr>
<th>Pollutants</th>
<th>Possible Health Effects</th>
</tr>
</thead>
<tbody>
<tr>
<td>diesel particulate matter</td>
<td>Cancer, non-cancer</td>
</tr>
<tr>
<td>benzene</td>
<td>Non-cancer chronic</td>
</tr>
<tr>
<td></td>
<td>Non-cancer acute</td>
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<td></td>
<td>Non-cancer chronic 8-hour</td>
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How was the health risk from this facility determined?
The 2015 Approved HRA used estimated amounts of pollutants released from operations at Equilon. That information is inputted into a computer-based model that evaluates air quality dispersion and predicts air pollution concentrations throughout the community. The results are then measured against exposure levels determined by OEHHA to predict potential impacts to people’s health.

OEHHA updated their health effects guidance in March 2015 to specifically include new information that provides more insight on how toxic air pollutants can have a greater impact on children than they do on adults. This newer methodology led to stricter health standards, which in turn resulted in health risk estimates that are approximately 3.7 times more conservative than those using previous methods. This method of determining risk may differ from other regulatory programs, such as public notification being carried out under Proposition 65.

What did the Health Risk Assessment find?
An HRA is currently the best method for estimating the amount of exposure to a chemical over a long period of time and the potential health impacts.

The 2015 Approved HRA for Equilon was calculated using a conservative exposure estimate that assumed a person would be continually exposed to emissions from a facility for 30 years.

The 2015 Approved HRA, based on known information at the time, found that people who live in the area shown on the Facility Risk Map (Figure 1), if continuously exposed for 30 years, would have a maximum chance of 22 in-one-million of developing cancer mainly due to diesel particulate matter and benzene emissions from this facility. Those who work in the area would have a maximum chance of 6.2 in-one-million. The risk is primarily due to portable diesel internal combustion engines and storage tanks.

What is the cancer risk from toxic air contaminants in general?
The Multiple Air Toxics Exposure Study IV (MATES IV) presents estimates of cancer risk throughout South Coast AQMD’s four county jurisdiction. The estimated risk for cancer from all toxic air contaminants emitted from all sources (cars, trucks, factories, power plants, etc.) is about 900 in-one-million.

What is being done to reduce the health risks from this facility?
South Coast AQMD Rule 1402 — Control of Toxic Air Contaminants from Existing Sources applies to facilities that exceed specific risk thresholds (e.g., cancer risk greater than 25 chances in one million) and requires the facility to submit a plan to reduce its risk below certain thresholds and implement a risk reduction plan within two and a half years after approval. In this case, Equilon is required to conduct public notification only. South Coast AQMD has also developed other programs designed to prevent pollution and reduce exposure to toxic air pollution, such as air toxic regulations specific to certain sources.

How can I get more information?

A copy of South Coast AQMD’s approved health risk assessment for Equilon is available online at: http://www.aqmd.gov/docs/default-source/planning/risk-assessment/shell-carson-2015-hra.pdf or at the following library once the Covid-19 Safer at Home order has been lifted:

South Coast AQMD Library
21865 Copley Drive, Diamond Bar, CA 91765
(909) 396 - 2600
Tue - Thu: 10 AM - 5 PM • Fri: 8 AM - 3 PM • Sat, Sun, Mon: Closed

aqmd.gov • 1-800-CUT-SMOG
The South Bay Association of Chambers of Commerce had its monthly virtual meeting on July 7, 2020. Here are the highlights of that meeting:

1. Barker Meserlian represented the Metropolitan Water District and gave a presentation on the expansion of West Basin’s recycled water infrastructure, to be expanded to Torrance and Palos Verdes Estates. This matter was expected to go before Torrance City Council. He stated that West Basin’s mission is to provide a safe and reliable supply of high quality water. Recycled water is used for parks, cemeteries, refineries, and golf courses, to name a few uses. Over 25 years West Basin has built 25 miles of recycled water pipeline. This expansion will increase to 7 the number of sites for recycled water.

2. There was a discussion of the impact of the latest pullback by the County in response to the uptick in coronavirus cases. Some of the challenges chambers are facing are: the constant changing of the rules which make it hard to provide timely notice to the businesses; complaints from businesses who need to know how to respond to customers who refuse to wear masks; how to create consumer confidence again so patrons will return to the businesses; the challenge faced by the businesses as they see little or no revenue coming in and still have to pay fixed costs.

3. Asm. Muratsuchi was a guest speaker. He said that California has a projected deficit of $54 billion. The number of bills have been dramatically cut down by Covid-19 and anything that would require funding not related to Covid-19 has been shelved for this year. There are proposals being debated to protect the businesses. He said AB 5 codified the Supreme Court decision in the Dynamex case and its real purpose was to protect the employees of Uber and Lyft. There is a bill which will exempt musicians and consider them independent contractors.

4. There was a presentation by Joe Nicchita snd Asusena Favela from the County Department of Consumer and Business Affairs. Mr. Nicchita said the County recognizes the difficulty businesses are facing with mixed messaging from government entities. He said the County is working to develop a program that allows for consistency of messaging and re-opening guidelines. The disaster help center is a central portal through which businesses and consumers can have their questions answered. The website is: disasterhelpcenter.org. They announced that the County opened an application process to give out $5000.00 grants. Anyone interested should apply at LACovidFund.org.

Submitted by: Olivia Valentine Dated July 15, 2020