South Bay Cities Council of Governments

Steering Committee
AGENDA
Monday, January 13, 2020
12:00 pm
Redondo Beach Library
303 North Pacific Coast Highway
Redondo Beach, Ca. 90277

I. INTRODUCTIONS

II. REPORT OF POSTING OF AGENDA
   ■ ACTION: Receive and file

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

IV. PUBLIC COMMENT

V. CONSENT CALENDAR — action items noted, remainder are receive & file — 12:05 pm
   A. Steering Committee – December 9, 2019 meeting minutes attached (Pages 5-8)
      ■ ACTION: Approve

   B. Contract amendment with Southern California Gas for SBCCOG services to the LA DWP
      ■ Scope attached. Same as last year for same amount to the SBCCOG
      ■ ACTION: Recommend Board approval of an amendment to the contract with Southern California Gas for SBCCOG services to the LA DWP in an amount not to exceed $40,000 for the period of January 1 through Dec 31, 2020 (Pages 9-10)

   C. Energy Engineer Contract Renewal
      ■ Memo and contract and scope of work attached (Pages 11-21)
      ■ ACTION: Recommend Board approval for a contract with GSE Solutions, LLC in an amount not to exceed $50,000 for the period of January 1 through Dec 31, 2020 with funding from SoCalGas utility partnership

   D. Contract to Provide Support to the Regional Energy Network with The Energy Coalition
      ■ Memo, contract and scope of work attached (NOTE: contract in electronic version. One printed copy will be available at the meeting) (Pages 23-59)
      ■ ACTION: Recommend Board approval for the contract amendment

   E. Amendment to Siembab Corporation contract
      ■ Contract and scope of work attached (Pages 61-62)
      ■ ACTION: Recommend Board approval for the contract amendment

   F. Santa Monica Bay Restoration Commission Alternate appointment
      ■ Opportunity to serve e-mails were sent several times in December stating that this position was vacant. There was only one expression of interest.
      ■ ACTION: Approve appointment of Palos Verdes Estates Councilman Kenneth Kao as the alternate for the Santa Monica Bay Restoration Commission

   G. City Attendance at SBCCOG meetings
      ■ Matrix attached (Page 63)

   H. 2019 General Assembly Outstanding Sponsor Payments
      ■ $2500 from Mark Ridley-Thomas
There were contract format issues that have been resolved and the Supervisor’s office has submitted the invoice for payment.

I. South Bay Environmental Services Center Activities Report – attached (Pages 65-70)
   - Kiosk in Peninsula Center in Rolling Hills Estates has been removed

VI. ACTION ITEMS
J. Growth of Aviation and its effects on the South Bay – 12:10 pm
   - As requested at the last Steering Committee meeting, a meeting will be held on January 7 to discuss this issue and the SBCCOG’s possible role with the City of El Segundo. A report will be provided at the meeting.
   - ACTION: Provide direction

K. SCAG Regional Transportation Plan comments – 12:20 pm
   - Memo attached (Pages 71-73)
   - ACTION: Provide direction

L. Update on Homeless Program and Innovation Project Funding – 12:30 pm
   - Homeless count is January 22. Check to see if your city is preparing
   - Call for project memo and spreadsheet of requests attached (Pages 75-78)
   - ACTION: Recommend that the Board approve staff recommendation and transmit funding plan and project requests to the County for approval

M. South Bay Fiber Network – 12:40 pm
   - Legal opinion issue
   - State funding
   - ACTION: Provide direction

N. Legislative Issues – 12:45 pm
   - Trip to Sacramento – memo attached (Pages 79-80)
   - ACTION: Recommend the Board contract with Rice/Englander Associates for a $1000 fee to provide logistical assistance for the Sacramento trip to meet with legislators and government agency staff

O. Board Meeting agenda development – 12:55 pm
   - January – Redondo Beach Library – draft agenda attached (Pages 81-82)
   - LAWA Landside Modifications Update – confirmed, Evelyn Quintanilla, LAW
   - Skyrise Helicopter?
   - Quorum concern due to League Policy Committee meetings
   - February – Redondo Beach Library

P. Special Events – 1:00 pm
   - LCC/SBACC/SBCCOG Legislative Meet and Greet planned for January 31, 2020 – flyer attached (Page 83)
   - Celebration and Recognition of SBWIB, R/T, Hahn and Butts re: SBFN – dates possible January 31 or February 27 at Board meeting
   - Metropolitan Water District of Southern California, in partnership with the Sanitation Districts of Los Angeles County, offers tours of its Regional Recycled Water Advanced Purification Center in Carson, showcasing its innovative purification process and the importance of purified, recycled water to Southern California’s future water supply. Tours are approximately 1.5 hours long. If the SBCCOG Board is interested in scheduling a tour, the following dates and times are available to choose from: 2/3, 14, 24, or 27/2020 (10 A.M. or 1:30 P.M.)
   - ACTION: Provide direction
Q. Report on Marketing Consultant Review – 1:05 pm
   - Memo attached (Pages 85-89)
   - ACTION: Discuss recommendations in consultant’s report and direct staff to return with a job description and budget for a communications staff person to be funded primarily from grants but also from the SBCCOG general operating budget

R. Progress of Finance Committee – 1:10 pm
   - Several different dues scenarios are being prepared for the next meeting on January 29
   - A question was asked as to whether the SBCCOG is in compliance with AB 5. The attached information was received from Mike Jenkins, our legal counsel. (Pages 91-94)
   - FYI – SBCCOG has used the ABC test previously to determine that contractors were within the law
   - ACTION: Provide direction

S. Legal Counsel – 1:20 pm
   - SBCCOG has had the same legal counsel for over 20 years. There has been discussion as to whether it is time to go out to bid since several of the services provided are no longer pro bono and we have not done any service or cost comparisons
   - ACTION: Provide direction

T. Approval of Invoices – available at the meeting – 1:30 pm
   - ACTION: Approve invoices for payment

VII. INFORMATION ITEMS

U. Update on Senior Services – 1:35 pm
   - SBCCOG staff (Jacki and Grace) visited Athens Vista Senior Housing on December 11, 2019. This community is for seniors age 62+ and very low income. The programs are connected with the YMCA, and they provide cooking classes, fresh fruits and vegetables among other programs. We had an in-depth conversation with one of the residents who was formerly homeless.
   - The next meeting of the Senior Services Task Force is scheduled for January 28, 2020, hosted by the City of Gardena.

V. General Assembly – 1:40 pm
   - Current sponsorships attached (Page 95)
   - Updates on program and exhibits at the meeting

W. Office Move – 1:50 pm
   - Memo attached (Pages 97-98)

X. Adopt a Family for the Holidays report – 2:00 pm
   - SBCCOG adopted a family for the holidays through Harbor Interfaith Services. Board members and staff donated money (over $400), and staff purchased many of the items on the family’s wish list. The family consisted of a dad, mom, 4 year old girl, 2 year old boy, and 9 month old boy.
   - One of of the family's biggest needs was new tires for their vehicle so that the dad could get to his job and be able to drive his family around safely. A big shout out to Rolling Tires and Wheels in Harbor City for matching our donation of $200 to provide four new tires for the family. The family was very grateful for all of the gifts and were looking forward to having presents to open on Christmas morning for the first time.
   - SBCCOG staff attended the Annual Holiday Party on December 14 and met the family.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

Y. Other updates since agenda distribution – 2:05 pm

NEXT STEERING COMMITTEE MEETING – Monday, February 10, 2020 @ 12:00 pm @ Redondo Beach Library
South Bay Cities Council of Governments

Steering Committee Minutes
December 9, 2019

Attending: Christian Horvath (Chair, Redondo Beach), Britt Huff (Rolling Hills Estates) – LEFT 1:17 PM, Olivia Valentine (1st Vice Chair, Hawthorne), Drew Boyles (2nd Vice Chair, El Segundo), Ralph Franklin (Inglewood), John Cruickshank (Rancho Palos Verdes), Cedric Hicks (Carson), Steve Lantz, Wally Siembab, David Leger, Kim Fuentes & Jacki Bacharach (SBCCOG) & Mark Dierking (Metro)

I. INTRODUCTIONS

II. REPORT OF POSTING OF AGENDA
   ■ ACTION: Received and filed

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA
   • 2 METRO LETTERS OF SUPPORT REQUESTS – DIERKING PRESENTED – MOVED BY FRANKLIN/BOYLES - APPROVED
     o ELECTRIFYING BUSES IN CARSON YARD AND EL MONTE YARD WITH STATE FUNDS – TICIRP FUNDS
     o GREEN LINE UPGRADES – PLATFORM EXTENSIONS AND POWER UPGRADES – TICIRP – STATE FUNDS
   • SANTA MONICA BAY RESTORATION COMMISSION ALTERNATE ANNOUNCED

IV. PUBLIC COMMENT

V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:05 pm – FRANKLIN/VALENTINE
   A. Steering Committee – November 4, 2019 meeting minutes attached
      ■ ACTION: Approved
   
   B. Amendment to Contract with Southern California Gas Company
      ■ Amendment attached (on line only. One hard copy will be available at the meeting)
      ■ ACTION: Approved amendment for an additional year for $100,000 for SBCCOG
   
   C. Amendment to the Metro ExpressLane Contract for Outreach Program Services
      ■ Amendment attached (on line only. One hard copy will be available at the meeting)
      ■ ACTION: Approved amendment for an additional year for $48,000 for SBCCOG
   
   D. Amendment to the West Basin Municipal Water District contract
      ■ Amendment attached
      ■ ACTION: ApproveD amendment to modify Task 3 and add $39,000 to the current scope of work for a total of $207,980
   
   E. City Attendance at SBCCOG meetings
      ■ Matrix attached
      ■ ACTION: Received and filed
   
   F. LCC/SBACC/SBCCOG Legislative Meet and Greet planned for January 31, 2020
      ■ Flyer attached
   
   G. 2019 General Assembly Outstanding Sponsor Payments
      ■ $2500 from Mark Ridley-Thomas
VII. ACTION ITEMS

H. South Bay Fiber Network – 12:15 pm
- Legal opinion issue – Jenkins concerns
  - THERE WAS DISCUSSION ON THE ISSUE OF BBK DELIVERING THEIR CONCERNS RE: THE MASTER SERVICE AGREEMENT TO THE SOUTH BAY CITIES THAT THEY SERVE AND NOT TO THE SBCCOG UNTIL WE ASKED FOR THEM.
  - THERE WAS A REVIEW OF THE HISTORY OF BBK NON-RESPONSIVENESS TO SBCCOG TIMELINE AND NEEDS AND HOW WE GOT HERE
  - THERE WAS DISCUSS ABOUT HIRING RWG TO REVIEW THE LATEST COMMENTS – HORVATH WILL CHECK
- Celebration and Recognition – Muratsuchi holding January 31
- State funding
  - WANT TO USE FOR APPLICATION PLANNING
  - MEETING WITH TARIK FROM CARSON WHO HAS EXPERIENCE WITH NORTHWEST PUBLIC AGENCY CONSORTIUM RE: BROADBAND APPLICATIONS
- ACTION: AGENDIZE LEGAL COUNSEL FOR JANUARY

I. Possible trip to Sacramento – 12:25 pm
- Housing legislation ideas
  - FACTOIDS FROM WALLY RE: DENSITY AND CENTERS AND VMT IMPACT
    - VACANCY TAX – 111,000 UNITS VACANT IN LA CITY AND 36,000 HOMELESS. AN INCOME PROBLEM – SUPPLY IS THERE?
  - VALENTINE – HOMELESSNESS IS MORE COMPLICATED THAN THAT – NO OTHER RESOURCES – FAMILY, MENTAL HEALTH
  - SIEMBAB – AGREES BUT STATE IS TRYING TO ADDRESS ALL OF THIS THROUGH SUPPLY – LOTS OF DEVELOPMENT IN LA COUNTY BUT MOSTLY HIGH END
  - FRANKLIN – KNX – NO PARKING IN NEW DEVELOPMENT
  - VALENTINE – YES – GO – NECESSARY. OUR POSITION SHOULD BE KNOWN.
  - FRANKLIN – GO WITH MORE THAN ONE AGENDA ITEM – FIBER, INFRASTRUCTURE, ETC.
  - CRUIKSHANK – 2 OR 3 MAIN POINTS TO STAY ON MESSAGE. NEEDS TO BE THE RIGHT PEOPLE THAT ARE DECISION MAKERS
  - VALENTINE – TALK TO LEGISLATORS THAT ARE OPEN TO DISCUSS THESE IDEAS.
  - HORVATH – HOLLY MITCHELL IS CHAIR OF BUDGET AND FINANCE AND WE NEED TO GET TO THEM
  - ACTION: PLAN TRIP – LEGISLATORS, GOVERNORS OFFICE, OPR, ETC. – VALENTINE/BOYLES APPROVED. MEET WITH OPR AND OTHERS

J. Board Meeting agenda development – 12:35 pm
- January – Redondo Beach Library
  - LAWA Landside Modifications Update
  - Skyrise Helicopter? – PROBABLY CHANGES IN OWNERSHIP
- February – Redondo Beach Library
- ACTION: Provide direction re: speakers

AVIATION CONCERNS
- BOYLES – LAWAN SETTLEMENT THAT SUNSETTED – TERMINAL 0 (PARK ONE) AND 9 (EAST OF SEPULVEDA). BACK AT TABLE WITH LAWAN. LATEST FORECAST IN 20 YEARS IS 140 MAP. NOW IS OVER 90 MAP. REGIONALIZATION NEEDS TO BE REAL – AIRPORTS THROUGHOUT SOUTHERN CALIFORNIA. CAN THE SBCCOG TAKE THIS ON?
- CRUIKSHANK – RPV HAS BEEN DOING INVESTIGATIONS RE: FLYOVERS. HE BELIEVES THEIR COUNCIL WOULD SUPPORT IT. LAX SHOULDN’T TAKE THE BRUNT OF ALL GROWTH
FRANKLIN – INGLEWOOD FILED LAWSUIT YEARS AGO AND THEY GOT SOUNDPROOFING. STILL DOING IT. HE IS FOR SBCCOG TO GET INVOLVED. SANTA MONICA AIRPORT NOW CLOSED AND SO HAWTHORNE AIRPORT MORE BUSY – HELICOPTERS, ETC. FAA AND LAWA SHOULD BE ACCOUNTABLE.

BRING TO JANUARY STEERING COMMITTEE – MEET WITH DREW AND HIS CONSULTANTS BEFORE THE MEETING – asked Drew for mtg first wk in Jan.

12/9/19

SIEMBAB – SCAG COULD DISCUSS THE FORECASTS OF ACTIVITY AT OTHER AIRPORTS

K. General Assembly Planning Update – 12:40 pm


ACTION: PUT LOGO ON THE PEN – AND UPDATE IT WITH SBCCOG WEBSITE

MENU – ISLAND OR ITALIAN OR MEXICAN

FRANKLIN – SANDWICHS WITH SALADS?

HORVATH/VALENTINE – ITALIAN – GO WITH THIS AND ANTIPASTO SALAD

PROGRAM – HANDFULL OF COMMITMENT RE: SPEAKERS. SENATOR ALLEN HAS BEEN ASKED.

FORMAT – MORNING IS TED TALK STYLE (3 – 18 MINUTES) AND PANEL OF SPEAKERS WHO SPOKE AND THEN AFTERNOON IS 2 PANELS (STATE & LOCAL) AND (PUBLIC & PRIVATE)

RAMS SPONSORSHIP – GET INFO TO RALPH. HE WILL ASK CLIPPERS AND CHARGERS AS WELL

HICKS - EXHIBIT RE: ELECTRIC FLEET VEHICLES AND HOW THEY ARE WORKING

ACTION: HORVATH TO SEND ME AN UPDATE

L. Approval of Invoices – available at the meeting – 12:50 pm

ACTION: ApproveD invoices for payment – CRUIKSHANK/VALENTINE

VII. INFORMATION ITEMS

M. Quarterly Financial Report – 12:55 pm

ACTION: ReviewED and FILED – CRUIKSHANK/BOYLES

N. Office Move – 1:10 pm

ACTION: IN TEMPORARY OFFICE

IN TEMPORARY OFFICE

WILL BUY DESKS AND TABLE FOR BOARD ROOM AND BOARD CHAIRS

MARITZ LET US KEEP ALL FURNITURE WE ASKED FOR

NEXT MEETING WILL GIVE UPDATE ON FURNITURE THAT WAS KEPT AND WHAT IS NEEDED – PROBABLY PURCHASE TOO

O. SBESC Activities Report & Review of Programs by Kim Fuentes – 1:15 pm

SUCH AN IMPORTANT PROGRAM OF THE SBCCOG, WE WANTED TO TAKE THE TIME TO DISCUSS THE PROGRAMS AND WHERE THEY ARE GOING

KIM WALKED THROUGH ALL OF THE PROGRAMS IN THE MEMO

ACTION: Memo attached

P. LTN Outreach – 1:30 pm

REQUESTED ASSISTANCE RE: SOLICITING ORGANIZATIONS TO CONTACT. ESP. DAC AREAS
Q. Update on Homeless Program – 1:40 pm
■ Visit to Athens Vista Housing postponed
■ Homeless count is January 22. Check to see if your city is preparing
■ Call for project ideas due December 16
■ Next Homeless Services Task Force meeting is January 8 in Hawthorne
■ Adopt a Family - The SBCCOG has adopted a family for the holidays through Harbor Interfaith Services, and we are collecting monetary donations to purchase items from the family's wish list. Suggested donation $20. Thank you to the board members who contributed at the November Board meeting. If you would like to contribute, please bring cash to the December Steering Committee meeting.

R. Update on Senior Services/Age Friendly Region – 1:45 pm
■ SBCCOG staff is working with cities to complete the application portion of the Age-Friendly (this is in addition to the letter).
■ Next meeting - January 28, 2020, hosted by Gardena.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
S. Other updates since agenda distribution – 1:50 pm
■ FINANCE COMMITTEE NEXT WEEK
■ CRUIKSHANK – NEW INTERIM CITY MANAGER AND ASST CM AND FINANCE DIRECTOR IS GONE
■ FRANKLIN – CASH FOR KITCHENS ISSUE. 600 PEOPLE ASSISTED FOR HOLIDAYS
■ HICKS – 1200 TURKEY GIVEAWAY AND TOY GIVEAWAY ON DEC. 12

NEXT STEERING COMMITTEE MEETING – Monday, January 13, 2020 @ 12:00 pm
Task 1: Community Outreach and Promotional Events

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

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

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

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

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

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

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

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

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

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

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

Task 3: Reporting and Documentation

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

B. Develop end-of-contract year documents in coordination with LADWP which will include a summary of activities from the quarterly progress reports and assessment of results.
South Bay Cities Council of Governments

January 13, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director

RE: Energy Engineer Contract Renewal

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

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

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

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

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

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

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

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

RECOMMENDATION
Steering Committee recommends SBCCOG Board approval for a contract with GSE Solutions, LLC in an amount not to exceed $50,000 for the period of January 1 through Dec 31, 2020 with funding from SoCalGas utility partnership.
This Professional Services Agreement is made as of January 1, 2020 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Greg Stevens of GSE Solutions, LLC.

RECITALS

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

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

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

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

1. Services.

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

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

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

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

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

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

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

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

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

7. **Status as Independent Contractor.**

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under 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.


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

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

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

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

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

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

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

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

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

23. Governing Law. This Contract shall be interpreted, construed and enforced in (12-31-19)
accordance with the laws of the State of California.

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

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

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

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

"SBCCOG"
South Bay Cities Council of Governments

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

“Consultant”
GSE Solutions, LLC

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

Task 1. Identify Gas Energy Efficiency Projects

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

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

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

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

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

Task 2. Comprehensive and Targeted Gas Audit Services

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

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

b) Identify gas energy efficiency and demand response opportunities.

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

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

Conduct calculations and provide incentive application assistance.

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

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

Task 4. Building Commissioning for Existing Buildings

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

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

Task 5. Technical Support Activities

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

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

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

c) SBCCOG Staff Meetings:

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

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

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

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

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

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

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

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

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

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

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

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

n) Participate in regional collaborative programs as directed.

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

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

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

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

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

d) Conduct site inspections.

e) Perform building energy computer simulation.

f) Perform cost and measure lifetime analysis.

g) Generate reports and presentation material.

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

January 13, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director

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

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

BACKGROUND
The South Bay Cities Council of Governments (SBCCOG) has been a partner with Southern California Edison for the past several years. Due to California Public Utilities Commission requiring utilities to move 60% of the energy efficiency portfolio to 3rd party providers, Edison has dissolved all partnerships effective December 31, 2019. The SBCCOG’s partnership with SoCalGas remains in effect through 2020 but is anticipated to end December 310, 2020.

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

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

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

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

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

Dear Kim Fuentes,

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

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

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

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

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

Please return the following documents:

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

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

Please email these documents to: AP@energycoalition.org

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

Sincerely,

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

THE ENERGY COALITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Task 8: Identification of Additional Activities**
Subconsultant may work with TEC and Los Angeles County to identify potential SoCalREN strategies activities that support regional communities. Implementation of identified additional activities is outside the scope of this agreement.
A. Payment for Base Services:

The Subconsultant Work will be performed on a **Time and Materials** basis. The estimated cost to perform the services set forth in Article 1, "Base Services" is $100,000.00. Subconsultant shall not exceed this estimated amount without the express written authorization of THE ENERGY COALITION. THE ENERGY COALITION must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide THE ENERGY COALITION with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Work. In such event, THE ENERGY COALITION may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice THE ENERGY COALITION monthly pursuant to the requirements of this Agreement.

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B. Payment for Additional Services: N/A
Attachment 3
General Subconsultancy Terms and Conditions
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046

THE ENERGY COALITION

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

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

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

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

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

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

I. Subconsultant Services.

1. Scope of Services

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

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

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

2. Coordination

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

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

3. Schedule

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

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

II. THE ENERGY COALITION’s Responsibilities

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

III. Fees for Services

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

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

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

IV. Payment

1. General

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

2. Payment Provisions

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

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

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

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

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

V. Termination and Suspension

1. Termination at Will

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

2. Termination for Default

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

3. Suspension

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

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

VI. Subconsultant’s Documents

1. Infringement of Intellectual Property Right

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

2. Ownership of Documents

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

3. Delivery of Documents

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

VII. Confidentiality

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

VIII. Publicity

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

IX. Insurance

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

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

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

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

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

X. Indemnification

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

1. Independent Contractor Status

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

2. Subconsultant Representative

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

3. Subcontracting & Assignment

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

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

4. Notice

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

5. Applicable Law & Venue

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

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

6. Conflicts

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

7. No Waiver

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

8. Survivability

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

9. Performance and Warranty

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

10. Permits and Licenses

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

11. Equal Employment and Affirmative Action

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

12. Retroactive Effect

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

13. Compliance with Law

A. No Party to this agreement shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity which is:
   (1) illegal under any applicable laws or regulations, or;
   (2) would have the effect of causing THE ENERGY COALITION or its subsidiaries or affiliates to be in violation of the U.S. Foreign Corrupt Practices Act.
B. In connection with this agreement, no party shall give, offer, promise, or authorize, directly or indirectly, anything of value to
(1) an official or employee of any government, state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the government(s) of the territories in which work will be performed hereunder;
(2) any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:
   i. influence any official act or decision, or;
   ii. induce an Official to use his or her influence to affect a decision of any government or international organization, or;
   iii. assist the Parties hereto in obtaining or retaining business, or in directing business to any person, or;
   iv. to obtain an unfair advantage for the Parties in any respect.

C. In connection with this Agreement, no Party shall make a contribution to any political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this agreement.
D. Subconsultant shall not retain or engage a third party to carry out sales or marketing obligations in connection with the scope of this Agreement without obtaining THE ENERGY COALITION’s prior written consent. THE ENERGY COALITION reserves the right in its sole discretion to reject a request to engage or retain any such third party.
E. Subconsultant hereby covenants that no officer, director, owners, principal shareholder, family members thereof, agent, representative or employee of Subconsultant is an Official and that Subconsultant shall not employ any Official during the term of this Agreement. Subconsultant further covenants that no Official is deriving any benefit, directly or indirectly, from this Agreement.
F. In no case shall THE ENERGY COALITION be obligated to take any action or make any payment to Subconsultant that would cause THE ENERGY COALITION to suffer a penalty or contravene applicable laws or regulations, including but not limited to the laws of the territories in which work will be performed and those of the United States.

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

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

By: ____________________________
Print:  Craig Perkins
Title: Executive Director
Date: ____________________________

SOUTH BAY CITIES COUNCILS OF GOVERNMENT

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

See attachment.
I. GENERAL

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

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

II. PAYMENT/TERM

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

A.1 Additional Staffing Titles

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

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

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

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

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

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

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

III. SERVICES

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

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

THE ENERGY COALITION

By: [Signature]

Name: Craig Perkins
Title: Executive Director
Date: August 29, 2019

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: [Signature]

Christie Carr, 
Master Agreement Project Director
Date: 8-29-19

Attachments:

1. Statement of Work
2. Pricing Schedule
ENERGY SUPPORT SERVICES MASTER AGREEMENT

WORK ORDER 1022A

SoCalREN PUBLIC AGENCY ENERGY EFFICIENCY PROJECT DELIVERY PROGRAM

STATEMENT OF WORK

1.0 STATEMENT OF WORK OVERVIEW

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

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

2.0 TRANSITION PLAN

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

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

3.0 ENERGY EFFICIENCY PROJECT DELIVERY PROGRAM

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

3.1 Program Implementation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.2 Program Optimization

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

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

3.3 Marketing

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

3.4 Event Support

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

3.5 Outreach and Education

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

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

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

3.6 Performance Objectives

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

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

3.7 Underserved and Disadvantaged Communities (DAC) Action Plan

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

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

4.0 CONTRACTOR ADMINISTRATIVE RESPONSIBILITIES

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

4.1.1 Contractors and their sub-contractors are required to use the most recent
Invoice Reporting (IR) Tool as directed by LAC staff.

4.1.2 Invoicing shall be monthly and transmitted to LAC no later than the 25th of
the month for the prior month services.

4.1.3 Invoicing periods shall be on a calendar basis starting with the first day in
the month to the last day of the month.

4.1.4 Invoicing shall include all services rendered in the invoice month including
all sub-contractor(s) expenditures.

4.1.5 Invoices for unaccounted expenses, labor, and/or services rendered in
periods of performance prior to the current month being invoiced will not be
accepted after such months invoice has been approved for payment by
County.

4.1.6 Expenses being invoiced shall have been incurred by contractor and/or
sub-contractor.

4.1.7 Expenses for events, conferences, etc. shall not be expensed till such
event has occurred and all final billings have been paid by contractor and/or
sub-contractor.

4.1.8 Deposits such as for event venues, etc. will not be allowed to be expensed
prior to the event concluding. All invoices must be final, no estimations will
be accepted.

4.1.9 Labor and expenses associated with administrative and marketing tasks
which impact the overall SoCalREN shall be identified as SoCalREN in the
IR Tool.

4.1.10 All labor and expense entries must include a detailed description of the
activity being billed for and included for each line as provided for in the IR
Tool.

4.1.11 All expenses must meet County guidelines and receipts shall be provided
for all expenses billed as required by County Expense guidelines.

4.1.12 Contractor will assist County with training the subcontractors on invoice
requirements and submittal.

4.1.13 Contractors shall be required to provide a monthly narrative with the
submittal of their invoice providing a high level report out of all programs
managed including YTD goal and/or metrics status.
This Agreement is entered into by and between The Energy Coalition (hereinafter referred to as "TEC") and South Bay Cities Council of Governments (hereinafter referred to as the "Company"), effective on the date last signed below.

Recitals

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

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

Agreement

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

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

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

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

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

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

---

**AGREEMENT AND ACCEPTANCE**

**THE ENERGY COALITION**

By: __________________________
Print: Craig Perkins
Title: Executive Director
Date: _______________________
Address: 47 Discovery, Ste 250, Irvine, CA 92618

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

By: __________________________
Print: _______________________
Title: _______________________
Date: _______________________
Address: 20285 S Western Ave #100, Torrance, CA 90501
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3. FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT
4. PROPOSER’S EEO CERTIFICATION
5. ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
6. COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

**2004 NONPROFIT INTEGRITY ACT (SB 1262, CHAPTER 919)**

7. CHARITABLE CONTRIBUTIONS CERTIFICATION

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8. CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
REQUIRED FORMS - EXHIBIT 1
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

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

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

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

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

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

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

SIGNATURE: ___________________________ DATE: ________________

PRINTED NAME: ___________________________

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

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
   b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Proposer Name

Proposer Official Title

Official’s Signature

Cert. of No Conflict of Interest
REQUIRED FORMS - EXHIBIT 3
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

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

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

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

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

South Bay Cities Council of Governments
Company Name

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

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposer has written policy statement prohibiting discrimination in all phases of employment.</td>
<td>( )</td>
</tr>
<tr>
<td>2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.</td>
<td>( )</td>
</tr>
<tr>
<td>3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.</td>
<td>( )</td>
</tr>
<tr>
<td>4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.</td>
<td>( )</td>
</tr>
</tbody>
</table>

___________________________________________  ______________________________
Signature  Date

___________________________________________
Name and Title of Signer (please print)
REQUIRED FORMS - EXHIBIT 5
ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer’s Organization: ________________________________

Signature: __________________________________________________________________________

Print Name: __________________________________________________________________________

Title: ________________________________ Date: ________________________________

Telephone No: ___________________________ Fax No: ___________________________

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

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer’s Organization: ________________________________

Signature: __________________________________________________________________________

Print Name: __________________________________________________________________________

Title: ________________________________ Date: ________________________________

Telephone No: ___________________________ Fax No: ___________________________
**REQUIRED FORMS - EXHIBIT 6**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

<table>
<thead>
<tr>
<th>Company Name: South Bay Cities Council of Governments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address: 20285 S Western Ave #100</td>
</tr>
<tr>
<td>City: Torrance</td>
</tr>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Solicitation For <em>Subcontract</em>_ Services: WO ESS1022A, ESSMA 1104421</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

**OR**

**Part II: Certification of Compliance**

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

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

<table>
<thead>
<tr>
<th>Print Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Required Forms
REQUIRED FORMS - EXHIBIT 7
CHARITABLE CONTRIBUTIONS CERTIFICATION

South Bay Cities Council of Governments

Company Name

20285 S Western Ave #100, Torrance, CA 90501

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_________________________________________  ______________________________
Signature                                      Date

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

Company Name: South Bay Cities Council of Governments
Company Address: 20285 S Western Ave #100
City: Torrance State: CA Zip Code: 90501
Telephone Number: Email address:
Solicitation For Subcontract Services: WO ESS1022 A, ESSMA 1104421

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

____________________________________________________________________
____________________________________________________________________

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

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

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

RECITALS:

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

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

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

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

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

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

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

The Siembab Corporation
By: ________________
   Walter Siembab, President

South Bay Cities Council of Governments,
a joint powers authority

By: ________________
   Christian Horvath, Chair

ATTEST:

__________________
Secretary
Exhibit C - Task Order #3

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

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

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

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

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

All compensation will be funded through grants received and in no event shall exceed the total amount designated for the tasks described.
<table>
<thead>
<tr>
<th>Cities that attended</th>
<th>Carson</th>
<th>El Segundo</th>
<th>Gardena</th>
<th>Hawthorne</th>
<th>Hermosa Beach</th>
<th>Inglewood</th>
<th>Laemmle</th>
<th>Manhattan Beach</th>
<th>Palos Verdes Estates</th>
<th>Rancho Palos Verdes</th>
<th>Redondo Beach</th>
<th>Rolling Hills Estates</th>
<th>Torrance</th>
<th>County of LA</th>
<th>Los Angeles</th>
</tr>
</thead>
</table>
South Bay Cities Council of Governments

January 13, 2020

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – December 2019

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

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

Energy
Energy Efficiency Partnership Program – Southern California Gas Company (SCG)
2019 Goal: 10,000 therms 2019 Status: 0 therms installed GOAL: 0% (final numbers will be available late Jan/Feb)

Several direct install projects are underway or completed. Staff is working with SoCalGas to obtain information on final therm savings. SBCCOG staff participated in conference call with Inglewood School District and the SoCalGas direct installer the SEEP program. In addition, staff is working on connecting the El Segundo School district with this program. It is anticipated that therm savings will be just below goal.

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

Total Therms Identified

65
December is the last month for the SCE partnership. Staff worked to facilitate the park lighting projects as well as assist cities in completing streetlight projects. The SBCCOG met with the Regional Energy Network to secure a contract to replace SCE support for coordination on municipal energy efficiency projects. The current project pipeline along with the city Energy Leader Partnership (ELP) tier levels are listed below. Final kWh and kW savings information will be obtained in late Jan. or early Feb. It is anticipated that goals will be exceeded.

<table>
<thead>
<tr>
<th>City</th>
<th>Current ELP Tier Level</th>
<th>Energy Efficiency Measures (EEMs)</th>
<th>Estimated Completion Date</th>
<th>Estimated kWh savings</th>
<th>Estimated Incentive ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carson</td>
<td>Platinum</td>
<td>LED Streetlights</td>
<td>Q4/19</td>
<td>588,596</td>
<td>$234,752</td>
</tr>
<tr>
<td>El Segundo</td>
<td>Gold</td>
<td>LED Sports Lighters</td>
<td>Q4/19</td>
<td>733,452</td>
<td>$124,687</td>
</tr>
<tr>
<td>Gardena</td>
<td>Gold</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>184,396</td>
<td>$31,347</td>
</tr>
<tr>
<td>Hawthorne</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>194,254</td>
<td>$38,851</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>29,574</td>
<td>$5,915</td>
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<tr>
<td>Inglewood</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>238,000</td>
<td>$63,645</td>
</tr>
<tr>
<td>Manhattan Beach</td>
<td>Platinum</td>
<td>LED Sports Lighters</td>
<td>Q4/19</td>
<td>305,597</td>
<td>$61,119</td>
</tr>
<tr>
<td>Palos Verdes Estates</td>
<td>Platinum</td>
<td>Streetlights (LS-1 to LS-2 conversion)</td>
<td>Q4/19</td>
<td>517,922</td>
<td>$103,584</td>
</tr>
<tr>
<td>Rancho Palos Verdes</td>
<td>Platinum</td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>33,739</td>
<td>$7,724</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>Gold</td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>381,513</td>
<td>$64,857</td>
</tr>
<tr>
<td>Rolling Hills</td>
<td>Gold</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>42,311</td>
<td>$7,193</td>
</tr>
<tr>
<td>Torrance</td>
<td>Platinum</td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>9,000</td>
<td>N/A</td>
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<tr>
<td></td>
<td></td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>841,894</td>
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<td>Interior LED Lighting</td>
<td>Q2/20</td>
<td>837,954</td>
<td>N/A</td>
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<tr>
<td></td>
<td></td>
<td>VFD &amp; Pump Motor</td>
<td>Q4/19</td>
<td>172,003</td>
<td>$29,240</td>
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<tr>
<td></td>
<td></td>
<td>Interior LED Lighting</td>
<td>Q4/19</td>
<td>16,741</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>6,240,114</td>
<td>$1,250,926</td>
</tr>
</tbody>
</table>

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

**YGRENE – PACE:** Proceeds from Ygrene for 2019 Q3 = $124.88. Total since the program start in 2015 = $8,806.50. Payment for 2019 Q4 is expected in Feb 2020 and will be reported out in March 2020.
HERO – PACE: SBCCOG continues to promote PACE financing for homeowners. Beginning this quarter, Western Riverside COG will issue quarterly reports with the next one in March 2020. Proceeds from HERO for 2019 Q3 = $363,893. Proceeds for 2019 Q4 will be reported out in March 2020 at the same time the quarterly report is received. Total since program start in 2014 = $30,945,673.

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

(Contract period August 1, 2019 – March 2020)

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

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

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

Water Conservation

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

Task 1. Educational Outreach Support

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

- Water Bottle Filling Station Program
  - Contract goal: To assist with identifying locations for stations.
  - Status: Public sites are eligible to install two (2) water bottle filling stations for the same Tax ID.

  SBCCOG continues to reach out to potential sites and coordinate with West Basin staff for program updates.

Task 2. Support for Workshops & Events

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

**Contract goal:** 5 events

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

Task 3. Cash for Kitchens

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

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

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

Task 4. IRWMP & Measure W Assistance

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

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

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

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

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

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

**Contract goal:** as requested

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

Task 2: Cash for Kitchens

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

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

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

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

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

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

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

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

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

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

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

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

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

**Transportation**

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

**Contract goals:**  72 outreach events; 36 vanpool or rideshare meetings or events; 8 Marketing/Media Survey Engagements  
**Status of goals:**  47 outreach events; 3 vanpool or rideshare meetings; 1 Survey Engagement

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

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

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

II. MARKETING, OUTREACH, & IMPLEMENTATION

**Workshops, Trainings, & Exchanges**

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

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

**Outreach Events**

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

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

Media

Social Media (*during the month of December*)

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

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

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

Earned Media/Articles/Network TV

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

Volunteer Program

*Status of Program:* 10.0 hours for December 2019; 2019 thus far = 1,301.39 hours;

Grand total as of 12/31/2019 - 20,101.67 (starting April 2008)
TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, Executive Director
RE: Draft Comments on the SCAG SoCal Connect – Regional Transportation Plan

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

BACKGROUND
The SCAG Regional Transportation Plan (RTP) is a long-range transportation plan that is developed and updated by SCAG every four years and is a federal requirement. This year, the plan is called SoCal Connect. The RTP provides a vision for transportation investments throughout the SCAG region. Using growth forecasts and economic trends over a 20-year period, the RTP considers the role of transportation in the broader context of economic, environmental, and quality-of-life goals for the future, identifying regional transportation strategies to address our mobility and sustainability needs.

Staff is still reviewing the document but some preliminary comments are included here. This report will be updated at the meeting. The deadline for comments is January 24.

DRAFT OBSERVATIONS
- Page 38 – Acknowledges that a growing number of adults are choosing to age in place and want to remain in their community. However, it also states that we need to plan for a walkable, compact environment to avoid unsustainable urban sprawl. While true, densifying the community is why we are seeing NIMBYs who prefer the community that they know without the traffic and parking impacts attendant to densification.
- Page 49 – Acknowledges promoting neighborhood electric vehicles and access to services through technology such as telework, telemedicine and other incentives to reduce single-occupant vehicle miles travelled.
- Page 51 – Transit Priority Areas (TPAs) are defined as intersections of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. Then it discusses safe and convenient transportation alternatives. Therefore, it appears that TPAs are justified solely by the frequency of service without a priority placed on personal safety and security and other perceptions that are keeping people from riding transit. Also, the performance measures and results of the plan project that in 2045, the transit mode share will be 12.5% of work trips and 7.7% of all trips if we adopt the policies and programs in the plan. The table which shows the county breakdown is missing so it is not clear how much, if at all, TODs will contribute to congestion reduction.
- Page 51 – Neighborhood Mobility Areas (NMAs) encourage walkability, active transportation and short, shared vehicular trips. If someone is taking a short trip, why would they necessarily want to wait to share a ride?

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

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

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

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

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

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

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

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

- How do these anticipated costs pencil out to create more funds and make the Plan achievable?
  - Page 96 – 22% new revenue needed to implement the programs and policies in the Plan
  - Page 97 – Construction cost increases will be projected at a 4.5% annual inflation factor increase.
  - Page 99 – Retail Sales tax growth is from 1.1% to 3.7% (Page 96 – core sources - 61% local)
  - Page 100 – Transit O & M costs grew 5% with the regional average being 3.3% In light of the foregoing stats, how does SCAG project a balanced budget or what are its prioritized strategies if additional revenue is not forthcoming?

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

- Page 102 – colors on the chart are so similar it’s impossible to understand.
- Page 106 – relies on Congress for significant amount of funds – almost $50 billion over the period of the Plan – to 2045. Is this a realistic assumption based on historical investment trends?
- Page 108 – Relies on $27.3 billion in farebox revenues – most from Metro and Metro is possibly considering free fares. Also, what level of transit service would $23.7 billion in fare revenue support? Is there a target for how much the farebox should be providing in revenues for the service delivered?
- Page 108 – Highway Tolls are described as including revenues generated from I-10 and I-110 Express Lanes. It appears that the net proceeds are not expected to come back to the corridors which is a violation of current state law.
- Page 111 – Value Capture Strategies are defined as EIFDs and tax increment financing for transit supportive housing related infrastructure such as improved water and sewer infrastructure in Transit Priority Areas. How does this create transportation dollars?
- Page 122 – Performance Results of the Plan appear to be rather slight benefits for all of these funds expended – in Los Angeles County, less than 2 minutes per capita improvement in daily delay and 3 miles less in daily VMT per capita.
- Page 127 & 133 – missing information. The numbering of the tables goes from Table 1 to Table 5.7. Where are the missing tables – 5.2 through 5.6? The text states that Table 5.2 shows transit mode share by county which would be important to see.

RECOMMENDATION
That the Board authorize formal comments to be made to SCAG on this plan specifically noting the following:

1. Any fees or charges to Transportation Network Companies should be retained and used at the local level.
2. Express Lane net tolls are to be used in the corridor from which they are collected by State Law.
3. Improvements on freeways including additions of Express Lanes should include corridor integration management with the arterials and local transit.
4. Net transit growth or single-occupant VMT reductions should be calculated for TOD strategies. In addition, growth in hot-spot congestion and air quality hot spot impacts should be calculated for TODs.
TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, Executive Director
Grace Farwell, Senior Project Manager/Homeless Services Coordinator
SUBJECT: Homeless Services Report – LA County Innovation Funds

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

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

The funds allocated to the COGs are specifically to support the two (2) priority areas set forth in the September 2018 Cities Homelessness Implementation Plan RFP:

- Priority Area 1 focusing on increasing the supply of permanent and interim housing for people experiencing homelessness, and
- Priority Area 2 focusing on enhancing County service systems for those experiencing and/or at-risk of homelessness.

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

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

EVALUATION OF PROPOSALS
In conversations with LA County Homeless Initiative representatives, the County wants to see not only innovation, but also region-wide collaboration, with a focus on interim and permanent supportive housing. Several proposals requested funding for ongoing programs within their city, and others requested funding for programs that are similar in nature. Since we have only 45% of the funding to cover project proposals, we evaluated and grouped those that we could do as a
region instead of funding the individual proposals to do the same programs at different proposed costs. A brief review of why projects were not recommended for funding:

- El Segundo – this is for an additional ride-along which is an expansion of current service
- Gardena – primarily for client aid and community education – to be done regionally
- Inglewood – primarily for shared housing and employee training – to be done regionally
- Redondo Beach – 2 of the proposals were continuation of existing programs, client aid (to be done regionally)
- Torrance – Safe parking to be done regionally and with possible LAHSA funding. RV vouchers – looking to seek funding from other sources (Measure W?)
- Harbor Interfaith Services – housing navigator and client aid – latter to be done regionally
- PATH – Safe parking – to be done regionally and with possible LAHSA funding.

RECOMMENDATIONS FOR FUNDING

City-specific proposals ($295,287):

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

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

Region-wide programs ($444,398):

- **Education and Training** for elected officials, city staff, business community, and the general public/community members. This training will be customized to the South Bay and particular areas within the South Bay and will include best practices in encountering someone experiencing homelessness, resources available, reporting, etc.

- **Home Sharing Pilot Program** will focus on matching homeowners who are able to rent out a room or a portion of their home or an ADU to a compatible qualified housemate/renter for long-term arrangements. This program will also include a partnership with SilverNest, an online matching program for homeowners and homeseekers, and SHARE! Collaborative, a program that provides affordable, permanent supportive housing in single-family.

- **Safe Parking.** Develop guidelines and identify locations for Safe Parking, including establish a standardized cost per vehicle per night, services provided (security, restrooms, wash basins, car registration and insurance, case management), explore a 6-month gym
membership which will allow participant to shower, work out, etc. prior to going to work or school. It appears that LAHSA will be releasing an RFP sometime before March 2020 from which we would seek funding for site implementation.

- **Client Aid** will be available for all cities and agencies in the South Bay that will include motel vouchers, specifically to be provided to individuals 1-2 nights prior to a job interview or housing interview; assistance with first/last month’s rent; security deposit;, essential furniture, clothing, basic necessities and other forms of assistance as required and upon documentation.

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

**RECOMMENDATION**
That the SBCCOG prepare a funding plan for the projects recommended above for January Board approval to be submitted to LA County for approval.

**NEXT STEPS**
The proposals and recommendations will be reviewed and discussed at the January 8, 2020 Homeless Services Task Force meeting. Their deliberations will be reported to the Steering Committee.

All proposals will be kept on file and if other funding sources become available, the proposals will be revisited.
<table>
<thead>
<tr>
<th>City/Organization</th>
<th>Project Title</th>
<th>Contact People</th>
<th>Amount Requested</th>
<th>Total Funds for SBCCOG</th>
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</thead>
<tbody>
<tr>
<td>El Segundo</td>
<td>El Segundo Police Department Homeless Initiative</td>
<td>Lt. Dan Kim</td>
<td>$11,700.00</td>
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<tr>
<td>Gardena</td>
<td>Gardena Homeless Plan</td>
<td>Jaclyn Coppa</td>
<td>$25,000.00</td>
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<tr>
<td>Inglewood</td>
<td>South Bay Housing Utilization Optimization Project</td>
<td>Damian Pipkins / Lori Jones / Roberto Chavez</td>
<td>$50,000.00</td>
<td></td>
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<tr>
<td>Redondo Beach</td>
<td>Redondo Beach Homelessness Projects</td>
<td>John LaRock</td>
<td>$388,287.00</td>
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<td>Torrance</td>
<td>Torrance Homeless Plan Development</td>
<td>Domenica Megerdichian / Viet Hoang</td>
<td>$70,000.00</td>
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</tr>
<tr>
<td>Torrance</td>
<td>Torrance Safe Parking Program</td>
<td>Domenica Megerdichian / Viet Hoang</td>
<td>$425,000.00</td>
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<tr>
<td>Torrance</td>
<td>Torrance Recreational Vehicles (RV) Voucher Program</td>
<td>Domenica Megerdichian / Viet Hoang</td>
<td>$12,000.00</td>
<td></td>
</tr>
<tr>
<td>Harbor Interfaith Services</td>
<td>Housing Navigator and Client Aid</td>
<td>Tahia Hayslet / Shari Weaver</td>
<td>$127,119.00</td>
<td></td>
</tr>
<tr>
<td>PATH</td>
<td>CSUDH Housing Project</td>
<td>Haley Fusilier / Courtney Reed</td>
<td>$270,000.00</td>
<td></td>
</tr>
<tr>
<td>SBCCOG</td>
<td>Home Sharing Pilot Project</td>
<td>Grace Farwell / Jacki Bacharach</td>
<td>$254,369.00</td>
<td></td>
</tr>
</tbody>
</table>

$1,633,475.00 $739,685.00
South Bay Cities Council of Governments

January 13, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director

RE: Trip to Sacramento

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

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

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

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

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

The price for his services would be a fee of $1000. While setting up lobby days is fairly straightforward, there is a significant amount of time taken to work with each office as they require a lot of follow-up to get a solid answer...and then be flexible when they call to try and invariably
move things around. This would also include working with SBCCOG on messaging and talking points for each office.

SCHEDULING
The week of March 2 is election week so it is not business as usual in Sacramento. The week of March 16 is our General Assembly week. That leaves the week of March 9 or March 23. National League of Cities is March 8 through 11. Would that be a consideration?

RECOMMENDATION
Recommend the Board contract with Tony Rice of Rice/England Associates for a $1000 fee to provide logistical assistance for the Sacramento trip to meet with legislators and government agency staff to be scheduled for the following dates in priority order:

- Tuesday, March 24 to Wednesday, March 25 – 1st choice
- Tuesday, March 10 to Wednesday, March 11 – 2nd choice
- Wednesday, March 11 to Thursday, March 12 – 3rd choice
DRAFT AGENDA

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

II. INTRODUCTIONS

III. CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

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

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

A. November Board Meeting Minutes (attachment) – Approve

B. Contract amendment with Southern California Gas for SBCCOG services to LA DWP (attachment) – Approve

C. Energy Engineer Contract Renewal (attachments) – Approve

D. Contract with The Energy Coalition to Provide Support to the Regional Energy Network (attachment) – Approve

E. Amendment to Siembab Corporation contract (attachment) – Approve

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

G. Monthly Reports – Receive and File
   1. South Bay Environmental Services Center Report (attachment)
   2. Transportation Report (attachment)
VII. **PRESENTATIONS** – (all prepared presentations will be posted @ www.southbaycities.org)
   A. Landside Modifications to LAX
      1. Evelyn Quintanilla, LAWA

VIII. **SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES** (7:10 pm)
   A. Comments on SCAG’s SoCal Connect – Regional Transportation Plan *(attachment)* – APPROVE
   B. Homeless Services
      1. Projects to be funded with county innovation funds *(attachment)* – APPROVE
      2. Report on SBCCOG Adopt a Family
   C. Senior Services
   D. South Bay Fiber Network
   E. Trip to Sacramento
   F. Office Move
   G. Report from Marketing Consultant
   H. Ad Hoc Finance Committee
   I. General Assembly
   J. Other

IX. **TRANSPORTATION REPORTS**
   A. Metro Report by Board member James Butts/Mike Bohlke *(7:25 pm)*
   B. Service Council Report by Ralph Franklin, Chair (to be available at the meeting)
   C. SBCCOG Transportation Committee by Christian Horvath - *(7:30 pm)*
      1. Evaluation of Measure M & R Call for Projects & Sub-Fund Transfer Option (attachments)

X. **AGENCY REPORTS** *(7:45 pm)*
   NOTE: Oral reports will only be made to clarify or amplify written attachments

   Attachments received
   A. Air Quality Management District (Judy Mitchell, Joe Buscaino, Janice Hahn & Denny Shaw) *(attachment)*
   B. SCAG & Committees *(attachments)*
      1. Energy and Environment (Judy Mitchell, Jim Osborne)
      2. Transportation (Dan Medina, James Gazeley, Drew Boyles)
      3. Community, Economic, & Human Development (Frank Zerunyan & Mark Waronek)
      4. Regional Council (Judy Mitchell, Dan Medina, James Gazeley)
   C. South Bay Workforce Investment Board (Chris Cagle) *(attachment)*

   No Attachments received
   D. League of California Cities & LA Division Legislative Committee (Bea Dieringer & Jeffrey Kiernan)
   E. Santa Monica Bay Restoration Commission (Bill Brand/Kenneth Kao)
   F. Stormwater Funding
      1. CCCA/LCC Stormwater Funding Options Committee (Hany Fangary & Milton Herring)
   G. South Bay Association of Chambers of Commerce (Olivia Valentine)
   H. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
   I. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)
   J. California Association of Councils of Governments - CALCOG (Britt Huff)

XI. **UPCOMING EVENTS & ANNOUNCEMENTS**

   January 31       LCC/SBCCOG/SBACC Meet and Greet for Legislators

XII. **ADJOURNMENT**

   Next Board meeting - Thursday, February 27, 2020
   @ Redondo Beach Library
YOU’RE INVITED
South Bay Association of Chambers of Commerce
South Bay Cities Council of Governments
Los Angeles County Division, League of California Cities
presents the

6th Annual South Bay Legislative Meet & Greet

Friday, January 31, 2020
Doors open at 8 a.m.
Program from 8:30 - 10 a.m.

George Nakano Theatre Torrance Cultural Arts Center
3330 Civic Center Drive Torrance, CA 90503

Sponsored by: 🏛️

Event RSVPs can be registered at:
www.sbacc.com/calendar_of_events or
via email to jkiernan@cacities.org
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South Bay Cities Council of Governments

January 13, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: Review of Marketing Consultant’s Report

Adherence to Strategic Plan:

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

**BACKGROUND**

The SBCCOG hired Tripepi Smith in July to review our current communications practices and provide specific actionable steps that could be implemented for improvement. They conducted a full-day review and assessment with SBCCOG staff in September along with distributing questionnaires for SBCCOG Board members. Their report was completed in October. The Executive Summary is attached. It is labeled as a “draft but it is the final product.

The few comments received by Board members were consistent with the recommendations. SBCCOG staff also agree with the recommendations. It has become clear, however, that SBCCOG staff does not have the ‘bandwidth’ to address the recommendations without additional resources and staff.

**RECOMMENDATION**

Discuss the recommendations in the report and direct staff to return with a job description and budget for a communications staff person to be funded primarily from grants, but also from the SBCCOG’s general operating budget.
South Bay Cities Council of Governments
One-Day Communications Review
Executive Brief

About the South Bay Cities Council of Governments

The South Bay Cities Council of Governments (SBCCOG) is a joint powers authority dedicated to improving the quality and efficiency of life in the South Bay region of Los Angeles County. It seeks to advance areas of mutual interest to its 16 member agencies and the County of Los Angeles, reinforcing member agency individuality yet encouraging their collaboration, identifying mutual solutions yet facilitating member agencies’ unique efforts. Ultimately, the intent of the SBCCOG is to find power in numbers to advance the region through the united voice of its members.

The SBCCOG’s primary areas of focus lie in transportation, economic development and environmental sustainability – the latter primarily through its South Bay Environmental Services Center (SBESC) program. While advancing these three areas, the SBCCOG also views itself as a think tank that expands its member cities’ footprint in big-picture innovations, such as its regional municipal fiber network. The SBCCOG continuously balances member city pragmatic priorities with driving innovation.


Executive Summary

SBCCOG leadership engaged Tripepi Smith to evaluate its current communications processes and platforms. Over the course of a one-day onsite meeting, the team interviewed the SBCCOG executive staff and led a discussion with the broader staff to identify opportunities and weaknesses in the SBCCOG’s current communications efforts. Discussions focused on how communications can be optimized to achieve goals, which include: facilitating board success, increasing city staff engagement, making current processes more efficient and effective and garnering media attention to advance the SBCCOG’s mission of enhancing the quality and efficiency of life across its member cities and the South Bay.
Board Action Items

As member agency representatives, SBCCOG Board members yield great power both in their cities and in the SBCCOG. A board member acts as a conduit of information between both entities and is a partner in identifying trends and priorities that could benefit from the facilitation and experience of the SBCCOG. Recognizing this authority and responsibility, Tripepi Smith has outlined four action items for board members to further address SBCCOG communications and its engagement with key audiences.

1. Share the SBCCOG Mission and Function with Your Council

The SBCCOG’s mission lies at the crux of its initiatives, board member structure and vision of success for its member agencies and the region. While board members may be versed in the SBCCOG’s function and regional benefits, the rest of the city council members from their city might not be. By sharing the mission of the SBCCOG among peers and city staff, a board member expands the sphere of impact of the SBCCOG and its member agencies and secures the political commitment needed to advance regional priorities.

As a reminder, the SBCCOG’s mission is to:

*Provide a leadership forum for South Bay local governments to act collaboratively and advocate for regional issues with a focus on improving transportation and the environment and strengthening economic development.*

2. Report to Your Council

Parallel to the previous item, board members can also fulfill their SBCCOG board member role by reporting on SBCCOG meeting activities to the rest of their council. Ongoing reporting will ensure that non-SBCCOG board councilmembers benefit from the knowledge and regional insights that the SBCCOG shares with its board members.

3. Urge City Staff Participation

SBCCOG member city involvement is vital to the organization’s health and sustainability. By hearing from and engaging with its members, the SBCCOG learns about each organization’s priorities. City staff engagement keeps the SBCCOG tuned to member agency needs so it can best serve them as well as push the envelope to guide the South Bay’s innovation. Additionally, city participation enriches the SBCCOG’s programming and offerings, assembling member agency thought leaders for idea sharing.

4. Raise SBCCOG Priorities to City Manager

Just as the SBCCOG can’t pursue its initiatives without the board’s support, it cannot do so without city staff support. City staff are instrumental in leveraging SBCCOG programming and
services for their cities, making them a vital part of the SBCCOG ecosystem, none more important than the city manager. Active city manager involvement with the SBCCOG programs and executive director ensure clear and consistent communications and raises the probability of regional projects achieving success when there is executive buy-in on the programs.

The role of board members as priority-setters becomes even more important when facilitating the relationship between the SBCCOG and their city managers by sharing SBCCOG priorities.

Additional Communication Priorities

In addition to the specific actions that Tripepi Smith identified in partnership with SBCCOG senior leadership for specific actionable steps by board members, Tripepi Smith also identified general categories of improvement that the SBCCOG should address with staff regarding communications. These areas included:

- **Curate Relationships with Communications Staff at Each Member Agency** - Cities can help carry and deliver information from the SBCCOG, so the SBCCOG should coordinate with City Staff charged with managing communications for their respective agencies.

- **Execute Editorial Calendar Planning** - SBCCOG Staff should look into the future to plan communications across the board and how those communications should be distributed (via website, social media, press releases, articles in City member agency publications, etc.).

- **Cultivate Relationships with Local Media** - The SBCCOG has not actively engaged with local media nor does it routinely push press releases. There is room to improve in collaborating with media outlets to address SBCCOG policy objectives and execute on resident outreach programs.

- **Develop Market Intelligence Assets** - One of the most significant audiences of the SBCCOG is its own member agencies. To better connect with this cohort, the SBCCOG should develop clear information files on all member agencies and ensure all SBCCOG Staff have a thorough understanding of the member agencies to increase customer service and better deliver personalized communications.

- **Solidify Brand Strategy** - The SBCCOG has a wandering brand aesthetic that lacks consistency in both color scheme and quality of design. The SBCCOG should review all its communications and prioritize branding to ensure clarity in the publications and materials it produces. Additionally, the SBCCOG should develop a style guide and standard templates to make it easy to stay on brand.

- **Develop a Holistic Communications Strategy** - While this one-day evaluation process helps guide areas of focus for the SBCCOG to address with communications, the scope does not include details on the deliverables and definitions of communication success that can be foundational to long-term communications success. This is a long term
project that should be considered after more fundamental elements are addressed by SBCCOG staff.

- **Add Professional Communications Talent** - Communications are a central aspect of the COG’s work with member agencies. As an example, the SBCCOG’s list of 16,000+ individuals who have opted in or engaged with the SBCCOG on environmental sustainability is one of its most valuable assets - not just valuable asset for communications, but a valuable asset for the entire organization. Advancing ideas, thinking big and building regional sentiment all hinge on strong communications. Tripepi Smith’s review found fundamental shortcomings in SBCCOG communication efforts that an identified communications professional (whether contracted, hired or otherwise sourced) could address, adding major value to the operational effectiveness of the SBCCOG.

- **Implement Technical Fixes on Digital Platforms** - Tripepi Smith identified several basic issues around technical configurations and setup of core SBCCOG communications platforms that should be addressed as soon as possible.
Legal Analysis: How Businesses and Public Agencies Can Adhere to AB 5

New California Law Creates Legal Test for Determining Who is an “Employee”

In the wake of Assembly Bill 5, employers will need to exercise additional care when determining whether to hire workers as employees or as independent contractors. Using the below analysis of the controversial new California law, employers should re-examine their current and future relationships with independent contractors.

AB 5 and Dynamex
AB 5 adopts a new legal standard for determining whether a worker is an employee or an independent contractor for Labor Code and Unemployment Insurance Code purposes. The law places the burden on the employer to establish that a worker is not an employee.

It also expands the California Supreme Court’s 2018 decision in Dynamex Operations West, Inc. v. Superior Court of Los Angeles. In that critical decision, the Court adopted a broad test known as the “ABC” test to determine whether a worker is an independent contractor or an employee for Wage Orders purposes (e.g., minimum wages, maximum hours, meal and rest breaks, etc.)

Following AB 5’s passage, unless an exception applies, Dynamex’s ABC test will be used to determine whether a worker in California is an “employee” not just for Wage Orders purposes, but also for Labor Code and Unemployment Insurance Code requirements. AB 5 takes effect Jan. 1.

The ABC Test
Under the ABC test, a worker is presumed to be an employee of the hiring entity unless the hiring entity can show that all of the following conditions are satisfied:

A. The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
B. The person performs work that is outside the usual course of the hiring entity’s business.
C. The person is customarily engaged in an independently established trade, occupation or business of the same nature as that involved in the work performed, per California Labor Code section 2750.3(A)–(C).

Exceptions
While AB 5 expanded the ABC test’s application, it also provides a long list of occupations and hiring relationships exempt from the ABC test’s reach. However, it is important to remember that an exception in the law does not mean that these occupations/hiring relationships are always independent contractors. Rather, an exception’s application simply means that the old test will be used to determine a worker’s status (read more about the “Borello test” below). As stated in Labor Code section 2750.3 (and subject to additional limitations, conditions and exceptions), AB
5 generally exempts the following occupations and hiring relationships from ABC test application:

- Licensed insurance professionals
- Physicians, surgeons, dentists, podiatrists, psychologists and veterinarians
- Lawyers, architects, engineers, private investigators and accountants
- Securities brokers and investment advisors
- Direct salespersons
- Commercial fishermen

In addition, AB 5 provides that the ABC test is not applicable to contracts for “professional services” and the determination of a worker status is governed by the Borrello test if the following factors are satisfied:

A. The individual maintains a business location, which may include the individual’s residence, that is separate from the hiring entity. Nothing in this subdivision prohibits an individual from choosing to perform services at the hiring entity’s location.

B. If work is performed more than 6 months after the effective date of this section, the individual has a business license, in addition to any required professional licenses or permits for the individual to practice in their profession.

C. The individual has the ability to set or negotiate his or her own rates for the services performed.

D. Outside of project completion dates and reasonable business hours, the individual has the ability to set his or her own hours.

E. The individual is customarily engaged in the same type of work performed under contract with another hiring entity or holds themselves out to other potential customers as available to perform the same type of work.

F. The individual customarily and regularly exercises discretion and independent judgment in the performance of the services.

Professional services are limited under AB 5, and include the following fields:

- Marketing
- Administration of human resources
- Travel agent services
- Graphic design
- Grant writing
- Fine art
- Enrolled agents licensed by the Internal Revenue Service
- Payment processing agents
- Services provided by a still photographer or photojournalist
- Freelance writing
Further, the ABC test is not applicable to bona fide business-to-business contracting relationships under the following conditions:

A. The business service provider is free from the control and direction of the contracting business entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.

B. The business service provider is providing services directly to the contracting business rather than to its customers.

C. The contract with the business service provider is in writing.

D. If the work is performed in a jurisdiction that requires the business service provider to have a business license or business tax registration, the business service provider has the required business license or business tax registration.

E. The business service provider maintains a business location that is separate from the business or work location of the contracting business.

F. The business service provider is customarily engaged in an independently established business of the same nature as that involved in the work performed.

G. The business service provider actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from the hiring entity.

H. The business service provider advertises and holds itself out to the public as available to provide the same or similar services.

I. The business service provider provides its own tools, vehicles and equipment to perform the services.

J. The business service provider can negotiate its own rates.

K. Consistent with the nature of the work, the business service provider can set its own hours and location of work.

L. The business service provider is not performing the type of work for which a license from the Contractor’s State License Board is required under Business and Professions Code, Division 3, Chapter 9, beginning with section 7000.

Additionally, subject to specific limitations, relationships between a contractor and an individual performing work under a subcontract in the construction industry are not covered by the ABC test. As noted, distinct limitations and conditions apply to each exception provided above.

For nearly all of these exceptions, AB 5 provides that the California Supreme Court’s longstanding multi-factor test from *S.G. Borello & Sons, Inc. v. Department of Industrial Relations* will determine whether an AB 5 exempted worker is an employee or independent contractor in a given scenario. Under *Borello*, the principal test of an employment relationship is
“whether the person to whom service is rendered has the right to control the manner and means of accomplishing the result desired.” Borello also recognized the additional factors of:

- Whether the worker is engaged in a distinct occupation or business;
- The kind of occupation, with reference to whether, in the locality, the work is usually done under the direction of the principal or by a specialist without supervision;
- The skill required in the occupation;
- Whether the principal or the worker supplies the instrumentalities, tools and place of work;
- The length of time for which the services are to be performed;
- The method of payment, whether by the time or by the job;
- Whether the work is part of the principal’s regular business;
- Whether the principal has the right to discharge at will, without cause and
- Whether the parties believe they are creating an employment relationship.

The individual Borello factors cannot be applied mechanically as separate tests. Rather, all of the factors must be assessed as a whole to determine employment status. Thus, workers in AB 5’s exempted categories may still be determined to be “employees” of a hiring entity, depending on the specific facts.

Under the ABC test, any failure to establish one of the factors results in a determination that the worker is an employee, while the Borello test looks at the factors collectively.

**Implications for Employers**

There is uncertainty whether, and if so, which, AB 5 provisions may apply retroactively. That said, it is known for certain that AB 5 will apply to all work performed on or after Jan. 1. While the ABC test is similar to the Borello test previously applied by courts, the ABC test is broadly worded and untested in California courts. Specifically, the second prong, known as the “B” prong, may be particularly concerning for businesses: if the work that an independent contractor performs is part of the work that the business entity performs, that independent contractor will be reclassified as an employee under the ABC test. As stated above, the failure to establish any one of the three criteria under the ABC test would result in a determination of status as an employee. Businesses should examine all of their independent contractor relationships in light of this new test.

For public agencies, the B prong, likewise, presents an unknown: it is not clear what the usual course of work is for most public agencies. Therefore, an examination of agencies’ functions and the functions they are contracting out is recommended.

For information on how AB 5 may impact your business or agency, please contact the authors of this Legal Alert listed at the right in the firm’s Labor & Employment practice group or your BB&K attorney.

Please feel free to share this Legal Alert or subscribe by clicking here. Follow us on Facebook @BestBestKrieger and on Twitter @BBKlaw.

Disclaimer: BB&K Legal Alerts are not intended as legal advice. Additional facts or future developments may affect subjects contained herein. Seek the advice of an attorney before acting or relying upon any information in this communiqué.
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**Note:** budgeted cash revenue estimate is $60,000

Gain towards goal: -$23,250

1. GOLDEN CIRCLE: $10,000
2. PATRONS: $7,500
3. BENEFACTORS: $5,000
4. SPONSOR: $2,500
5. FRIENDS (under $2500)
South Bay Cities Council of Governments

January 13, 2020

TO: SBCCOG Steering Committee
FROM: Kim Fuentes, Deputy Executive Director
David Leger, SBCCOG Staff
SUBJECT: Office Move Update

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

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

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

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

• Vacating Current Space – Staff completed the move out of the Maritz space on 11/26/19. Network cabling and monument signage at the street have been removed. Maritz staff indicated that no final walkthrough is needed and follow-up items will be handled via email.

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

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

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

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

**ESTIMATED CALENDAR** – projected key dates

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

**BUDGET**

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

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

**RECOMMENDATION**

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

Prepared by:
Kim Fuentes, Deputy Executive Director
David Leger, SBCCOG staff