PUBLIC COMMENTS:
To address the SBCCOG Steering Committee on any agenda item or a matter within the Steering Committee's purview, please provide written comments by 11:00am, January 11, 2021 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record. Unless otherwise noted in the Agenda, the Public can only provide written comment on SBCCOG related business that is within the jurisdiction of the SBCCOG and/or items listed on the Agenda which will be addressed during the Public Comment portion of the meeting (Item #IV).

ACCESSING THE MEETING:
Receive Zoom meeting credentials in advance of the meeting by using the below link: https://scag.zoom.us/meeting/register/tJArdOusqj8oG9aULyxK8prL-sf6ZCYt0rZ OR To access the Zoom meeting, visit https://zoom.us/join or call (669) 900-9833 and use Meeting ID: 946 3244 4212; Passcode: 185297

I. CONFIRM THE QUORUM

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 14, 2020 meeting minutes attached (Pages 5-9)
      ■ ACTION: Approve

   B. Contract Amendment with WRD
      ■ Contract amendment attached (Pages 11-49)
      ■ ACTION: Recommend board approval

   C. Contract with So Cal Gas Company
      ■ TO BE SENT SEPARATELY BEFORE THE MEETING
      ■ ACTION: Recommend board approval

   D. Contract renewal with GSE Solutions to achieve gas efficiency measures
      ■ Contract renewal and scope of work attached (Pages 51-60)
      ■ ACTION: Recommend board approval

   E. “Office warming” Gifts from cities
      ■ Still waiting for responses from Inglewood, Lawndale & Redondo Beach

   F. City Attendance at SBCCOG meetings
      ■ Matrix attached (Page 61)

   G. South Bay Environmental Services Center Activities Report attached (Pages 63-68)
VI. ACTION ITEMS

H. COVID update – 12:10 pm
- Report on Health Department SPA research from January 7 meeting
- ACTION: Provide direction

I. Legislative Issues – 12:20 pm
- LCC/SBACC/SBCCOG Meet and Greet in February – actual date TBD
- SBCCOG Legislative Briefing – January 14 @ 9 am
  o Attending in person – Congressmember Barragan, and Assemblymembers Muratsuchi and O'Donnell
- SBACC Vote from a Chamber – still pending
- Legislative Matrix – attached (Pages 69-70)
- Housing legislative ideas
  o Contract Cities Housing Trust proposal update – current version attached (Pages 71-76)
  o SBCCOG housing presentation update
- ACTION: Provide direction

J. Planner for the SBCCOG – special assessment – 12:35 pm
- The Steering Committee as well as the Community Development Directors have been supportive of the SBCCOG hiring a planner for the SBCCOG to work with cities on land use issues and housing legislation as well as enhancing the SBCCOG’s climate action work for our cities. The position would probably be part-time – up to 30 hours/week
- Proposed special assessment attached (Page 77)
- ACTION: Recommend Board approval and preparation of invoices

K. Santa Monica Bay Restoration Commission Alternate Vacancy – 12:45 pm
- By the deadline, interest for this position has been expressed by Rancho Palos Verdes Mayor Eric Alegria and Hermosa Beach Mayor Justin Massey. They have both been invited to send in a statement and/or be present at the meeting to explain their interest.
- ACTION: Review nominations and recommend SMBRC alternate to represent the South Bay cities to the Board

L. Board Meeting agenda development – 1:00 pm
- January – draft agenda attached (Pages 79-80)
- February - LTN final report, Mid year budget review. Request from CSUDH to provide economic forecast???
- March – General Assembly
- April – Sanitation District Cleawater Project Update Presentation
- ACTION: Provide direction

M. Approval of Invoices – available at the meeting – 1:10 pm
- ACTION: Approve invoices for payment

N. Items from the Transportation Committee, if required – 1:15 pm

VII. INFORMATION ITEMS

O. South Bay Fiber Network – 1:20 pm
- New SBFN 5 minute video about the project available
- Work Order #1: was the construction of the Ring (completed)
- Work Order #2: are the first group of lateral connections to the ring (27 sites); the majority are completed, however, there are 6 sites located in Manhattan Beach, Inglewood, and Hawthorne – that still need to be connected
- Work Order #3: are the second set of lateral connections (10 sites) that include, for example
SBCCOG as well as Lundquist BioMed – est. completion – late May/June

- Work Order #4: will be proposed sites to spend down the balance of the Measure M CapX funds
  - If cities have additional sites/facilities (other than parks) they should make them known asap
  - Anticipate presenting Work Order #4 sites to the Steering Committee in February
- Tech Talk is scheduled for 1/25 – Evoque, Hawthorne POP on the network, is the main presentation

P. Update on Homeless Program and Innovation Project Funding – 1:25 pm

Q. Update on Senior Services – 1:30 pm
  - Next meeting of the Senior Services Working Group is on Tuesday, January 26, 2021 from 9:30-11:30am via zoom.

R. SCAG Regional Early Action Program funds to accelerate housing – 1:35 pm

S. General Assembly Update – March 18, 2021 – 1:40 pm

T. Status of 2019-2020 Audit – 1:45 pm

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

- Other updates since agenda distribution – 1:50 pm

NEXT STEERING COMMITTEE MEETING – Monday, February 8, 2021 @ 12:00 pm via Zoom
South Bay Cities Council of Governments

Steering Committee
December 14, 2020 Minutes

Attendees: Drew Boyles (1st Vice Chair, El Segundo), John Cruikshank (2nd Vice Chair, Rancho Palos Verdes), Christian Horvath (Immediate Past Chair), Alex Monteiro (Hawthorne), Britt Huff (Rolling Hills Estates), Rodney Tanaka (Gardena), George Chen (Torrance), Cedric Hicks (Carson), Stacey Armato (Hermosa Beach), Hildy Stern (Manhattan Beach), Jim Gazeley (Lomita). Other: Laura Guglielmo (Palos Verdes Estates), Martha Guzman-Hurtado (El Segundo), Mark Dierking (Metro), Jacki Bacharach, Kim Fuentes, Steve Lantz, Wally Siembab, Grace Farwell, David Leger, Natalie Champion, Chandler Sheilds (SBCCOG)

I. CONFIRMED THE QUORUM

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

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA – ADDED LETTER RE: HR 763 & AB 78

IV. PUBLIC COMMENT - NONE

V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:05 pm – 2 COMMENTS – D. & E.

A. Steering Committee – November 9, 2020 meeting minutes attached
   HICKS/CRUICKSHANK
   ■ ACTION: Approved

B. Resolution 2020-1 and 2020-2 to designate new SBCCOG Treasurer
   ■ With the election of SBCCOG and Hawthorne Treasurer David Patterson to the Hawthorne City Council, the SBCCOG needed to find a new treasurer. We are delighted that Joseph Lillio, El Segundo Director of Finance, has volunteered to take over the position.
   ■ Resolution 2020-1 - A Resolution of the Governing Board of the South Bay Cities Council of Governments Designating a Treasurer of the South Bay Cities Council of Governments - attached
   ■ Resolution 2020-2 - A resolution of the Governing Board of the South Bay Cities Council of Governments Authorizing Investment of Monies in the Local Agency Investment Fund - attached
   ■ ACTION: Approve Resolutions 2020-1 and 2020-2

C. REN (TEC) contract amendments
   ■ We have 4 different contracts with the Energy Coalition (TEC) for the SoCalREN work. These are all for time extensions through Aug. 2021.
   ■ We didn’t need funding added as they over funded the contracts for 2020 and the current amount will get us through Aug at our current spend.
   ■ ACTION: Approve 4 attached contract amendments

D. “Office warming” Gifts from cities
   ■ Responses from: Carson, El Segundo, GARDENA, Hawthorne, Hermosa Beach, Lomita, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Torrance

E. City Attendance at SBCCOG meetings
   ■ Matrix attached FIX PIMENTEL – FROM CARSON TO EL SEGUNDO
VII. ACTION ITEMS

G. COVID update – 12:10 pm
   - Report on Health Department formation research
     - Staff, with assistance of El Segundo staff, has been in touch with Beach Cities Health District and the Cities of Pasadena, Santa Clarita, Vernon, Whittier and other subregions as of 12/6/20
     - Memos attached and updates at the meeting – DREW – DOESN’T KNOW BENEFIT POST PANDEMIC AND FORMATION WILL TAKE A WHILE AND BE COSTLY
     - HUFF – EXPENSE HIGH AND HOW USED AFTER PANDEMIC. NOT THAT INTERESTED.
     - CRUIKSHANK – DIFFICULT TO DO AND WILL TAKE A LONG TIME. PENN CITIES ASKED FOR COUNTY TO USE HEALTH DISTRICTS. FORM LETTER RECEIVED FROM FERRER THAT NUMBERS TOO HIGH NOW.
     - HORVATH – 8 DISTRICTS IS MORE PROMISING. NOTHING WILL HAPPEN NOW BUT ONCE THROUGH – LOOK AT SPAS AND WORK WITH COUNTY TO GIVE THEM MORE AUTHORITY. THAT MAKES SENSE IN SUCH A BIG COUNTY.
     - DIFFERENTIATION BETWEEN REGIONS AS A FUTURE POLICY CHANGE.
     - CHEN – AGREES. IN SPIRIT OF LOCAL CONTROL AND SOMETHING FAST. LONG TERM – HOMELESSNESS, COYOTE AND SPA CHANGE – LONG TERM EVALUATION.
     - HICKS – SPAS MOST ADVANTAGEOUS WAY OF LOOKING AT IT. OTHER HEALTH CONCERNS THAT CAN BE ADDRESSED WITHIN EACH COMMUNITY.
     - CRUIKSHANK – ENTIRE SOUTH BAY’S NUMBER LOWER THAN COUNTY BY A LOT AND THEY TAKE COVID SERIOUSLY. WANT MORE FLEXIBILITY WITHIN THE SPAS. EVEN ON COUNTY WEBSITE, IT SAYS COUNTY TOO BIG AND SPAS CREATED.
     - CHEN – WILL COUNTY AND STATE GIVE US EMERGENCY USE FOR 3 MONTHS ONLY WITHIN OUR AREA?
     - ARMATO – RESPONSE TO SBCCOG LETTER? – BACHARACH - NO
     - BOYLES – STUDY TO DO SPA AUTONOMY GOING FORWARD AND WHERE IS RESPONSE TO OUR LETTER
     - STERN – TIMING OF REQUEST IS NOT EFFECTIVE – LOOK FOR SOMETHING LONG RANGE. MAYBE CAN HAVE SUBCOMMITTEE TO LOOK AT THIS – HOMELESSNESS, OTHER ISSUES FOR US TO LOOK AT. WE SHOULD HAVE AN ENCOMPASSING UNDERSTANDING OF WHY WE ARE UNIQUE FROM REST OF THE COUNTY.
     - BOYLES – WHAT IS OUTCOME – USE SPAS TO ALLOCATE RESOURCES OR WHAT. GET SUBCOMMITTEE TOGETHER WITH STERN LEADING.
     - GUZMAN-HURTADO – VERNON THOUGHT THAT MAYBE THERE WAS AN MOU BETWEEN THE CITIES AND THE HEALTH DEPARTMENTS? MIGHT BE HELPFUL IF A CITY COULD FIND SUCH AN MOU. EL SEGUNDO COULDN’T.
     - MOTION - ARMATO/HORVATH – SUBCOMMITTEE TO LOOK AT SPAS – PASSED
     - VOLUNTEERS – STERN (CHAIR), ARMATO, HORVATH, TANAKA, HUFF, HICKS

LETTER TO COUNTY AFTER SUBCOMMITTEE DOES IT’S WORK

H. Items from the Transportation Committee – 12:25 pm
   - Monthly Transportation Report - attached
   - Metro Highway Program Modernization Guidelines – memos to Transportation Committee attached
   - ACTION: ApproveD letter to Metro re: SBCCOG comments to guidelines
     HORVATH/ARMATO
I. Selection of Website Designer – 12:30 pm
- Final evaluation underway — ATTACHED
- HUFF: WHAT PLATFORM – WORD PRESS. NOT AS SOPHISTICATED AS DRUPAL. DID WE LOOK AT OTHER PLATFORMS?
- FUENTES – WE SOUGHT ADVICE ON BEST PLATFORM. DIDN’T WANT PROPRIETARY PLATFORM TO BE STUCK WITH CERTAIN COMPANY. WORDPRESS RECOMMENDED. DRUPAL HAS MORE BUT OTHER IS EASIER.
- HUFF – WORKPRESS IS MUCH EASIER TO USE. THIS CONTRACT IS HIGH COST
- SHEILDS – DRUPAL STILL SUPPORTED. WE ARE 2 SOFTWARE VERSIONS BEHIND. SECURITY ISSUES IN LAST FEW YEARS LED US TO BE INTERESTED IN OPEN SOURCE PLATFORM AND EASE OF USE. COST IS RELATED TO MIGRATING CONTENT.
- HORVATH – WOULD RECOMMEND WORDPRESS – MOST FLEXIBILITY AND GET ON OUR OWN HOSTING SERVER. 2 FINALISTS WERE THE BEST. JP – MORE ROBUST THINKING AROUND BRANDING AND MESSAGING THAT OTHER PROPOSER DIDN’T DO.
- DOYLE – HIS CITY’S WEBSITE OVER ¼ MILLION DOLLARS
- ACTION: APPROVED JP MARKETING AT COST NOT TO EXCEED $71,852 WHICH WOULD INCLUDE: REDESIGN $67,635; STAFF TRAINING $1,065; AND POTENTIAL OPTIONAL HARD COSTS $3,152. HICKS/TANAKA

J. Consideration of Director of Regional Planning/Development for the SBCCCOG with special assessment – 12:40 pm
- Draft scope of work attached
- 2010-2011 special assessment categories attached as an example
- RESPONSES TO DATE:
  - GARDENA COMM. DEV. DIR – LOOKS GOOD
  - HERMOSA BEACH COMM DEV. DIR AND CITY MGR – SUPPORTIVE
  - LOMITA COMM DEV. SUPPORTIVE
- HORVATH – ONE OF THE SMARTEST THINGS WE CAN DO.
- CRUIKSHANK – AGREES WITH CHRISTIAN. NO BRAINER FOR THAT AMOUNT OF MONEY.
- ARMATO – THIS POSITION COULD FACILITATE HELP WITH CCCA.
- TANAKA – SHOULD HAVE LAND USE EXPERIENCE. GIS WOULD BE BIG PLUS
- ASSESSMENT LOOKS GOOD.
- ACTION: AUTHORIZED THIS AS FORMAL PROPOSAL – HORVATH/ARMATO

K. Santa Monica Bay Restoration Commission Alternate Vacancy – 12:55 pm
- With Palos Verdes Estates Councilman Kenny Kao leaving office, there is a vacancy for alternate on the SMBRC. Redondo Beach Mayor Bill Brand is the delegate.
- Only member agencies of the Santa Monica Bay Restoration Commission (SMBRC) are eligible. They are El Segundo, Hermosa Beach, Inglewood, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates and Torrance.
- The Governing Board meets 6 times a year, even numbered months, typically the third Thursday of that month. Meetings start at 9:30 a.m.
- ARMATO – MASSEY MIGHT LIKE THIS.
- ACTION: Open nominations – Opportunity to serve sent to all electeds 12/15/20

L. Board Meeting agenda development – 1:00 pm
- January – LAWA presentation on Draft EIR, BILL BRAND RE: INITIATIVE RE: NOT UP-ZONING, SCAG PRESIDENT REX RICHARDSON LISTENING SESSION
- February - Request from CSUDH to provide economic forecast, LTN REPORT
- March – General Assembly
- April – CLEARWATER PRESENTATION/SANITATION DISTRICT
At the request of Rolling Hills Councilmember Dieringer, discuss information that needs to go to the Board and attachments that need to be included in the agenda
- HICKS – NO PROBLEMS. EVERYONE MAKES MISTAKES
- CRUIKSHANK – BACHARACH DOING GREAT JOB
- STERN – WITH ADD ONS – EVERYONE SHOULD FEEL COMFORTABLE ASKING SBCCOG STAFF QUESTIONS. THERE OUR OPPORTUNITIES TO CONTACT BACHARACH & STAFF
- NO FURTHER ACTION REQUIRED

M. Approval of Invoices – available at the meeting – 1:10 pm
- ACTION: ApproveD invoices for payment - CRUIKSHANK/ARMATO

CHEN LEFT MEETING.

M.1 – HR 763 & AB 78
- AB 78 - HICKS & ARMATO SUPPORT
  - AB 78 MOTION TO SUPPORT – HICKS/MONTEIRO APPROVED
- HR 763 – STAFF RECOMMENDS – SUPPORT
  - STERN – SAME LANGUAGE AS BEFORE.
  - MOTION TO SUPPORT - STERN/ARMATO
  - CRUIKSHANK WAS SOLE NO VOTE BEFORE. TIMING FOR MORE FEES NOT GOOD. REGRESSIVE. GAZELEY AGREES WITH CRUIKSHANK
  - THE VOTE IN JUNE WAS 9/1/3 TO SUPPORT
  - VOTE ON MOTION TO SUPPORT – 5/4/1
    - YES – TANAKA, ARMATO, STERN, HORVATH, HUFF
    - NO - GAZELEY, CRUIKSHANK, HICKS, BOYLES
    - ABSTAIN - MONTEIRO

VII. INFORMATION ITEMS

N. Legislative Issues – 1:15 pm
- SBCCOG Legislative Briefing – January 14
- LCC/SBACC/SBCCOG Meet and Greet possibly in February 26.
- Status of housing papers and prep for legislative visits – CCCA HOUSING TRUST PROPOSAL – ARMATO
  - CCCA WILL WANT SUPPORT ON HOUSING PROPOSAL. EFFORT TO PRESENT SOLUTION. WOULD REQUIRE FORMATION OF REGIONAL HOUSING TRUST. OPTIONAL PARTICIPATION IN RHNA CAP AND TRADE STYLE PROGRAM. – PRESENTED TO SENATOR ALLEN WHO TOOK IT TO SENATE HOUSING AND FINANCE CONSULTANTS. WILL HEAR BACK WITHIN NEXT 2 WEEKS. MET WITH DEVELOPERS, CITIES FROM OTHER COUNTIES AND OTHER REGIONAL TRUSTS.
  - ALLEN MIGHT CARRY IT, BUT NOT SURE.
  - BRING IT BACK TO NEXT MEETING – JANUARY 11.
  - NEED TO LET SENATOR ALLEN KNOW CITIES ARE SUPPORTIVE OF THE CONCEPT.
  - CITIES COULD SEND INDIVIDUAL LETTERS.

O. Update on the South Bay Fiber Network – 1:20 pm – FINAL WORK ORDER CONSTRUCTION CONTINUING

P. Update on Homeless Program and Innovation Project Funding - 1:25 pm – GRACE PRESENTING
- HOMESHARE SOUTH BAY – LAUNCHED TWO MONTHS AGO TODAY. FIRST HOMEOWNER FROM TORRANCE!! PRESENTED TO TORRANCE & HERMOSA BEACH COUNCILS. GRACE WANTS TO BE INVITED TO OTHER COUNCIL MEETINGS RE: THIS PROGRAM. MET WITH CARSON HUMAN SERVICES STAFF TOO AND BCHD. ALSO DOING FAITH BASED OUTREACH.
- EDUCATION AND TRAINING MODULE ALMOST READY AND FACTS VS. MYTHS.
10 PROPERTIES FOR PROJECT HOME KEY – ONE IN SOUTH BAY. 1 SITE IN COMPTON FOR FAMILIES – OTHERS FOR INDIVIDUALS. 10 PROPERTIES PURCHASED BY CITY OF LA WITH ONE IN SOUTH BAY.

GRACE RESEARCHED ARTICLE ABOUT MOTEL RE: EVICTIONS IN MOTELS PURCHASED – ONLY CONCERNS AT THIS ONE SITE.

Next meeting – January 6, 2021 – FOCUSING ON SAFE PARKING. WE ARE ONLY SPA WITHOUT SUCH A PROGRAM. HAWTHORNE HAS DEVELOPED A SURVEY RE: THIS. CULVER CITY INVITED TO MEETING.

UNSHELTERED HOMELESS COUNT FOR 2021 SUSPENDED. SHELTERED COUNT WILL CONTINUE. EL SEGUNDO PD MIGHT DO IT THEMSELVES.

HAWTHORNE BUILDING VETERANS HOUSING

Q. Update on Senior Services – 1:30 pm

Next meeting – January 26, 2021

HUFF – TY RE: HELPING PUBLICIZE HOMESHARE PROGRAM AND ADD FLYER TO CITY WEBSITE.

R. General Assembly Update – March 18, 2021 – 1:35 pm

Status of consultant contract options – KIM

STILL EVALUATING THE OPTIONS. LOOKING AT EXHIBIT HALL AND WHETHER WE NEED AN EXTRA PLATFORM AND PROBABLY WON'T USE THEM FOR REACHING OUT TO SPONSORS. MORE INFORMATION IN JANUARY.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

AUDIT STATUS – JANUARY!!!

LTN – HIRING JEFFREY KAROFF FOR PHOTO SHOOT FOR FINAL REPORT – BIDS SOLICITED. CONTRACT AWARDED NOT TO EXCEED $5000.

- Task 3 is the "Community Outreach and Engagement" task to inform and educate the public about the LTN and the slow-speed vehicles that will, ultimately, be used on the network.
- Because of COVID-19, the deliverables for this task moved from actual outdoor outreach events to a virtual deliverable; a story map became part of the work product. Additional content (video and still photography) needed to enhance this work product.
- An RFQ - with described scope of work + timeline - was created and distributed directly to 3 companies; additional distribution occurred through a local camera shop's mailing list.
- A total of 4 responses were received resulting in two competitive quotes
- Based on experience and price, Jeffrey Karoff Filmmaker/Photographer was selected at a cost not to exceed $4,200. Pricing was based on unit costs and/or hourly/daily rates.
- Staff recommends that a contract of $5,000 be executed since some adjustment to cost may be necessary as the scope is refined and actual time is allocated.

NEXT STEERING COMMITTEE MEETING – Monday, January 11, 2021 @ 12:00 pm via zoom
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AMENDMENT NO.4 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Amendment No. 4 to Contract No. 939, is made and entered into this 17th day of December 2020 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and the South Bay Cities Council of Governments, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program; and

B. WHEREAS, on March 21, 2018, District and Consultant entered into Amendment No.1 in order to extend the term of the Agreement, increase the budgetary amount and revise the scope of work; and

C. WHEREAS, on June 6, 2019, the District and Consultant entered into Amendment No. 2 in order to extend the term of the Agreement and increase the budgetary amount for the continuation of services; and

D. WHEREAS, on September 3, 2020, the District and Consultant entered into Amendment No.3 in order to extend the term of the Agreement and to increase the budgetary amount for the continuation of outreach and advocacy support services delivered through the South Bay Environmental Services Center; and

E. WHEREAS, the District and Consultant now desire to enter into this Amendment No.4 in order to extend the term of the Agreement and to increase the budgetary amount for the continuation of outreach and advocacy support services, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date, a copy of
which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to June 30, 2021 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Thirty Thousand Dollars ($30,000.00).

3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.4, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No.4 to be executed as of the Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

________________________________________
Signature

________________________________________
Print Name

________________________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

________________________________________
Signature
Vera Robles DeWitt

________________________________________
Print Name
President, Board of Directors

________________________________________
Signature

________________________________________
Print Name
Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

CONTRACT NO. 939 and AMENDMENTS NO.1-3
AMENDMENT NO. 3 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Amendment No. 3 to Contract No. 939, is made and entered into this 3rd day of September 2020 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and the South Bay Cities Council of Governments, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program; and

B. WHEREAS, on March 21, 2018, District and Consultant entered into Amendment No. 1 in order to extend the term of the Agreement, increase the budgetary amount and revise the scope of work; and

C. WHEREAS, on June 6, 2019, the District and Consultant entered into Amendment No. 2 in order to extend the term of the Agreement and increase the budgetary amount for the continuation of services; and

D. WHEREAS, the District and Consultant now desire to enter into this Amendment No. 3 in order to extend the term of the Agreement and to increase the budgetary amount for the continuation of outreach and advocacy support services delivered through the South Bay Environmental Services Center, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to December 31, 2020 (the “Expiration Date”).
2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Fifteen Thousand Dollars ($15,000.00).

3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.3, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No.3 to be executed as of the Effective Date.

SOUTHBAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

[Signature]

9/24/2020 | 8:07 PM PDT

Olivia Valentine
Print Name
SBCCOG Board Chair
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]

Vera Robles DeWitt
Print Name
President, Board of Directors
Title

[Signature]

Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

[Signature]

Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California

Page 2 of 2

South Bay Cities Council of Governments
Amendment No. 3 to Agreement No. 939
EXHIBIT A

CONTRACT NO. 939 and AMENDMENTS NO.1-2
AMENDMENT NO. 2 TO CONTRACT NO. 939  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
AND  
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Amendment No.2 to Contract No. 939, is made and entered into this 6th day of June, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and South Bay Cities Council of Governments, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program; and

B. WHEREAS, on March 21, 2018, District and Consultant entered into Amendment No.1 in order to extend the term of the Agreement, increase the budgetary amount, and revise the scope of work; and

C. WHEREAS, the District and Consultant now desire to enter into Amendment No. 2 in order to extend the term of the Agreement and increase the budgetary amount for the continuation of services, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to September 30, 2020 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Sixty-Five Thousand Dollars ($65,000.00).

3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.2, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be
executed as of the Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

Signature
Christian Horvath
Print Name
Chair, Board of Directors
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D.S. Allen
Print Name
President, Board of Directors
Title

Signature
ER Dewitt
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment
District of Southern California
AMENDMENT NO. 1 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Amendment No.1 to Contract No. 939, is made and entered into this 21st day of March, 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I. RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as "Agreement", was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program.

B. WHEREAS, District and Consultant desire to enter into Amendment No. 1 in order to extend the term of the Agreement, increase the budgetary amount, and revise the scope of work, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Sixty-Five Thousand Dollars ($65,000.00).

3. Scope of Work: The existing Scope of Work of the Agreement is hereby revised to include the additional scope, attached hereto as Exhibit “B” and incorporated herein by this reference.

4. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.1, all other provision of the Agreement shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

Signature
Kurt Weideman
Print Name
SBCCoCz Chairman
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D.S. Allen
Print Name
President, Board of Directors
Title

Signature
Willard H. Murray, Jr.
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

__________________________
Signature

__________________________
Print Name

__________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________
Signature
John D.S. Allen

__________________________
Print Name
President, Board of Directors

__________________________
Signature
Willard H. Murray, Jr.

__________________________
Print Name
Secretary, Board of Directors

__________________________
Title

Approved As To Form
LEAL, TREJO APC

__________________________
Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California

Page 2 of 4

South Bay Cities Council of Governments
Amendment No. 1 to Agreement No. 939
EXHIBIT A

CONTRACT NO. 939
PROFESSIONAL SERVICES AGREEMENT
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Professional Services Agreement (the “Agreement”) is made and entered into this 24th day of August, 2017, by and between the Water Replenishment District of Southern California (“District”) and South Bay Cities Council of Governments, (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

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

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

2. Term. The term of this Agreement shall commence on August 24, 2017 and shall end on March 31, 2018 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District or Consultant

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

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

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

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

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

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

3.3 Invoices. Consultant shall submit three (3) invoices to District for services performed and expenses incurred during the preceding months of the Agreement term. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event
(including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors, agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums.
Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Pete Brown, Ken Ortega, or Robb Whittaker.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.
11. **Compliance With Laws and Regulations: Licensing.** Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

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

12.1 **Required Policies.**

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

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

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

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

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

12.2 **Required Terms.**

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

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

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

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

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

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

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

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

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.
12.2.10 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or equivalent or as otherwise approved by District.

13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.
17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

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

If to the District:

**Water Replenishment District of Southern California**

4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Marilyn Lyon
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Phone: 310-371-7222 x204
Email: marilyn@southbaycities.org

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

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

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

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

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

________________________
Signature
Robb Whittaker

*Print Name*
General Manager

*Title*

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")**

________________________
Signature
Kurt Weinman

*Print Name*
Chair

*Title*

Approved As To Form
LEAL, TREJO LLP

________________________
Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California

South Bay Cities Council of Governments
Prof Services Contract
22. **Effective Date.** This Agreement is effective as of the date first set forth above.

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

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

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

[Signature]

Robb Whittaker  
*Print Name*

General Manager  
*Title*

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")**

[Signature]

*Print Name*

*Title*

Approved As To Form  
LEAL, TREJO LLP

[Signature]  
Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California  
9  
South Bay Cities Council of Governments  
Prof Services Contract
EXHIBIT A

SCOPE OF WORK
South Bay Cities Council of Governments

Water Programs Educational Outreach Support Proposal Between

Water Replenishment District of Southern California
and
South Bay Cities Council of Governments

SCOPE OF WORK

(September 1, 2017-March 31, 2018)

This Scope of Work (SOW) covers the programs and activities that the South Bay Cities Council of Governments’ (SBCCOG) South Bay Environmental Services Center (SBESC) will conduct in support of educational outreach support for the Water Replenishment District of Southern California (WRD) water programs commencing on September 1, 2017 through March 31, 2018. The total agreement amount is $25,000 for six months.

The SOW tasks include education, coordination, and implementation of WRD’s water programs as shown below. SBCCOG will submit an invoice to WRD in the amount of $25,000 immediately following contract execution.

Section 1. Program Overview

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

The program will primarily be delivered through the SBESC, a program of the SBCCOG, which operates as a local clearinghouse for sustainability information and education. The SBCCOG receives funding through partnerships with Southern California Edison, SoCalGas, West Basin Municipal Water District, Torrance Water Department, Los Angeles Department of Water and Power, Los Angeles County Sanitation Districts, and LA County Metropolitan Transportation Authority. The SBESC increases exposure and availability of these partners’ programs to the South Bay community and promotes the overall message of sustainability through saving water, energy, money, and the environment. As demonstrated with these partners, the WRD mission to provide, protect, and preserve high quality groundwater through innovative, cost-effective, and environmentally sensitive basin management practices will be incorporated into the SBCCOG messaging.
Section II. Program Elements
The SBESC will assist with marketing and promotion of existing and developing WRD’s water programs. This partnership allows for a wide range of water program strategies to be presented to all sectors of the community at educational and outreach events in which SBESC participates.

Section III. Core Tasks
SBESC will perform the following core tasks as part of the SOW.

Task 1: Communication and Information to SBCCOG Member Cities
A. Communicate to and promote attendance of South Bay local, state, and federal elected officials at WRD informational meetings, special events, and/or festivals.
B. Distribute WRD information at SBCCOG Board and committee meetings and other SBCCOG special events.
C. Promote WRD information to the SBCCOG member cities for inclusion in their city website, city newsletters and recreational guides.
D. Display a WRD-provided pull-up and materials at the SBCCOG’s South Bay Environmental Services Center.

Task 2: Marketing and Community Outreach to the South Bay General Public
A. Collaborate with WRD’s staff to disseminate WRD’s educational and informational materials in support of WRD’s mission, including the 2040 Master Plan and the WRD/Goldsworthy Desalter project to the general public.
B. Display WRD information at community events throughout the South Bay at SBESC-staffed exhibit table. The SBESC has the capacity to deliver outreach in Spanish.
C. Explain the value of the WRD water replenishment services at outreach events where SBESC has materials and displays.
D. Promote WRD’s programs and events to the general public’s through SBCCOG and SBESC communication channels including websites, press releases, newsletters, e-blasts, and social media platforms.
E. Include WRD-provided articles in the SBESC monthly e-newsletter, with a monthly circulation of over 15,000 members of the public who have all self-selected to be on the distribution - exhibiting at least one step toward sustainability.
F. Maintain and update display of WRD-provided materials at existing kiosk at the Promenade on the Peninsula

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

Section IV. Reporting and Documentation
A. The SBCCOG will provide end-of-program report including a list of events and activities.
EXHIBIT B
CONSULTANT RATE SCHEDULE

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

2.0 A budgetary amount of $25,000.00 (which amount applies to Consultant's fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name ____________________________________________________________

Project Name: ____________________________

Refer to the Additional Insured Endorsements forms [E1-E6] following:

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its
directors, officers, employees, or authorized volunteers are named as additional
insureds - as broad as following forms:

  o Form CG 20 10 11 85 (E5) or

  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates
    provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older
    editions E2b) specifically naming the District parties or using language that states "as
    required by contract"

  o "Blanket" Endorsement - (no specific policy number) (E4) covering one or more of
    the above endorsements required with words "as required by written
    contract/agreement".

  o If large number of Subcontractors - Additional Insured endorsement CG 20 38
    04 13 recommended. (E5)

  o Policy numbers - matches policy number shown on Certificate of Insurance. (see
    Optional Dec. Page/Endorsement pages below)

  o Primary Coverage – The primary/non-contributory language is included. "The
    insurance provided by this policy shall be primary as respects any claims related to
    the Project. Any insurance, self-insurance, or other coverage
    maintained by the district, its directors, officers, employees, or volunteers shall not
    contribute to it." e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some
  carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of
  Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and
  Endorsement Schedule pages - compare the endorsement numbers. Look out for
  Amendment of contractual liability and or prior works exclusions - refer to Legal
  Counsel.

Water Replenishment District of
Southern California

Exhibit C

South Bay Cities Council of Governments

Evidence and Required Forms of Insurance

Professional Services Contract

Rev: 08/23/17

364170 3
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name ____________________________________________________________
Project Name: ______________________________________________________________

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

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its
directors, officers, employees, or authorized volunteers are named as additional
insureds - as broad as following forms:
  ○ Form CG 20 10 11 85 (E1) or
  ○ BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates
    provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older
    editions E2) specifically naming the District parties or using language that states “as
    required by contract”
  ○ “Blanket” Endorsement - (no specific policy number) (E4) covering one or more of
    the above endorsements required with words “as required by written
    contract/agreement”.
  ○ If large number of Subcontractors - Additional Insured endorsement CG 20 38
    04 13 recommended. (E5)
  ○ Policy numbers - matches policy number shown on Certificate of Insurance. (see
    Optional Dec. Page/Endorsement pages below)
  ○ Primary Coverage – The primary/non-contributory language is included. “The
    insurance provided by this policy shall be primary as respects any claims related to
    the__________ Project. Any insurance, self-insurance, or other coverage
    maintained by the district, its directors, officers, employees, or volunteers shall not
    contribute to it.” e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional (E7): AI - most standard forms have automatic AI but some
  carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of
  Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and
  Endorsement Schedule pages - compare the endorsement numbers. Look out for
  Amendment of contractual liability and or prior works exclusions - refer to Legal
  Counsel.
EXHIBIT B

SCOPE OF WORK
PROFESSIONAL SERVICES AGREEMENT
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

South Bay Cities Council of Governments

Water Programs Educational Outreach Support Proposal Between Water Replenishment District of Southern California and South Bay Cities Council of Governments

SCOPE OF WORK

This Scope of Work (SOW) covers the programs and activities that the South Bay Cities Council of Governments' (SBCCOG) South Bay Environmental Services Center (SBESC) will conduct in support of educational outreach support for the Water Replenishment District of Southern California (WRD) water programs and selected legislation commencing on April 1, 2018 through June 30, 2019. The total agreement amount is $62,500 the fifteen month period.

The SOW tasks include education, coordination, and implementation of WRD's water programs and specified legislation as shown below.

Section 1. Program Overview

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

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

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

Section III. Core Tasks
SBESC will perform the following core tasks as part of the SOW.

Task 1: Communication and Information to SBCCOG Member Cities
A. Communicate to and promote attendance of South Bay local, state, and federal elected officials at WRD informational meetings, special events, and/or festivals.
B. Distribute WRD information at SBCCOG Board and committee meetings and other SBCCOG special events along with specified legislative updates.
C. Promote WRD information including legislative information/updates to the SBCCOG member cities for inclusion in their city website, city newsletters and recreational guides.
D. Display a WRD-provided pull-up and materials at the SBCCOG’s South Bay Environmental Services Center.

Task 2: Marketing and Community Outreach to the South Bay General Public
A. Collaborate with WRD’s staff to disseminate WRD’s educational and informational materials in support of WRD’s mission and legislation, including the 2040 Master Plan and the WRD Brackish Water Desalter program to the general public.
B. Display WRD information at community events throughout the South Bay at SBESC-staffed exhibit tables. The SBESC has the capacity to deliver outreach in Spanish.
C. Explain the value of the WRD water replenishment services at outreach events where SBESC has materials and displays.
D. Promote WRD’s programs and events to the general public’s through SBCCOG and SBESC communication channels including websites, press releases, newsletters, e-blasts, and social media platforms.
E. Include WRD-provided articles in the SBESC monthly e-newsletter, with a monthly circulation of over 15,000 members of the public who have all self-selected to be on the distribution - exhibiting at least one step toward sustainability.
F. Maintain and update display of WRD-provided materials at existing kiosk at the Promenade on the Peninsula

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

Section IV. Reporting and Documentation

A. The SBCCOG will provide quarterly reports including a list of events and activities
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| Electronic Record and Signature Disclosure |        |           |
ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Water Replenishment District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Water Replenishment District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: elue@wrd.org

To advise Water Replenishment District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at elue@wrd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Water Replenishment District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to elue@wrd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Water Replenishment District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:
i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to elue@wrd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: [https://support.docusign.com/guides/signer-guide-signing-system-requirements](https://support.docusign.com/guides/signer-guide-signing-system-requirements).

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Water Replenishment District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Water Replenishment District during the course of your relationship with Water Replenishment District.
THIS PAGE LEFT INTENTIONALLY BLANK
This Professional Services Agreement ("Agreement") is made as of January 11, 2021 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Greg Stevens of GSE Solutions, LLC ("Consultant").

**RECITALS**

A. SBCCOG desires to utilize the services of Consultant 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 program is to achieve therm savings through local government, school and special districts, and community efficiency measures.

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

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

1. **Services.**

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

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

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

2. **Term of Agreement.** This Contract shall take effect January 1, 2021 and shall continue until December 31, 2021 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 $48,000 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/her 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

   **Consultant:**
   3622 Pontiac Dr
   Carlsbad, CA 92010
   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 (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
titled "Additional Insured Endorsement", or a substantially similar form which the
SBCCOG has agreed in writing to accept.

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

12. **Ownership of Materials.** All materials provided by Consultant in the
performance of this Agreement shall be and remain the property of SBCCOG and its
partner organizations without restriction or limitation upon their use or dissemination by
SBCCOG. The Consultant will retain non-exclusive perpetual rights to the use of material
developed under this contract.
13. **Conflict of Interest.** It is understood and acknowledged that Consultant will serve as an agent of the SBCCOG and the participating agencies for the limited purpose of implementation of this project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"SBCCOG"
South Bay Cities Council of Governments

By: ________________________________
   (SBCCOG Chair) (Signature)

Name: _______________________________

Date: _______________________________

Attest: ______________________________
SBCCOG Secretary

“Consultant”
GSE Solutions, LLC

By: ________________________________
   (Signature)

_______________________________
(Typed or Printed Name)

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 will be sent 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 in coordination with SBCCOG staff.

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 program kickoff meeting in January 2021 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 SoCalGas 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.
<table>
<thead>
<tr>
<th>December 2020</th>
<th>Monthly Meetings</th>
<th>Carson</th>
<th>El Segundo</th>
<th>Gardena</th>
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<td>Transportation Committee</td>
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South Bay Cities Council of Governments

January 11, 2021

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – December 2020

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

**Energy Efficiency**

*Regional Energy Network (SoCalREN); CITY SUPPORT*

*Contract year is January 1, 2020 - August 31, 2021*

*Contract goals:* Registration: 10 -13 agencies *Status:* 10 registered **GOAL MET**

Enrollments: 6-8 agency *Status:* 6 enrolled **GOAL MET**

Re-engagements: 1 agency *Status:* 1 re-engagement **GOAL MET**

Program presentations: 4 *Status:* 8 presentations **GOAL MET**

In coordination with the SoCalREN team, SBCCOG staff is working with utility companies to obtain energy data from cities that have enrolled in the program. This data will help SoCalREN complete facility assessments and are the foundation for identifying potential projects. SBCCOG staff continues to follow up with the cities of Lomita and Rancho Palos Verdes to complete enrollment. To date the following cities are enrolled in the SoCalREN program: Carson, Hawthorne, Hermosa Beach, Redondo Beach, Rolling Hills Estates, and Torrance. In addition, SBCCOG staff worked with LA County to identify additional funding to support energy efficiency programs which would be done in coordination with the SoCalREN. It appears that there may be additional funding for pilot programs in 2021.

*ICF; MULTIFAMILY*

*Contract year is September 1, 2020 - March 31, 2021.*

*Contract goals:* Track, contact and outreach to local community organizations; track number of virtual events held, and number of attendees; distribute program collateral to local community organizations.

SBCCOG staff attended ICF’s kickoff meeting as well as ICF’s Multi-family home project training. SBCCOG staff continues to look for opportunities for ICF to present on the Multifamily home project and gathering contact information for property owners. ICF will be adding SBCCOG logo to marketing materials for use when identifying opportunities.

*Southern California Gas Company (SCG)*

SBCCOG staff, along with the energy engineer, met with Lawndale School District to discuss SoCalGas project potential. The district is interested in having an analysis of their energy use which would be done in...
early 2021. The team also continues to work with cities to obtain gas accounts data for benchmarking facilities.

**Water Conservation**

**West Basin Municipal Water District Programs (West Basin)**

*Contract year is July 1, 2020 through June 30, 2021*

**Task - Educational Outreach Support**

**Exhibit Events**

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

*Status of goal:* 61 exhibit events, presentations, workshops, networking opportunities, etc. as of December 2020

Staff continues to work with West Basin and community event planners to identify opportunities to provide information virtually.

**Water Bottle Filling Station Program**

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

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

SBCCOG staff reached out to Lawndale School District regarding West Basin Water Bottle Filling Station Program. In addition, information about the program was sent to the School Districts of El Segundo and Redondo Beach. SBCCOG staff continues promote the program through social media and SBCCOG working groups. Direct calls to agencies will be conducted in Jan. 2021.

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

**Educational Classes**

*Contract goal:* 10 classes or webinars

*Status of goal:* 6 completed (virtual classes); 1 class/webinar was held in December; in-person classes are on hold

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

**Rain Barrel Giveaway**

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

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

West Basin is executing a contract to provide delivery options as opposed to holding the standard drive-through event. SBCCOG staff will help coordinate with residents to schedule delivery of the rain barrels. Rain barrel distribution is anticipated to begin again in early 2021. The next planning call with West Basin, LADWP, Torrance, and the SBCCOG will be scheduled for January.

**Task - Cash for Kitchens**

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

*Status of goal:* no surveys were conducted in the month of December. The outreach to business and agencies was on hold per West Basin but is scheduled to be relaunched in January.

West Basin staff is moving forward with a Cash for Kitchens online portal and is planning to relaunch this program in January. West Basin staff is expecting to distribute equipment through the mail.
Task - Change & Save (DAC) Program

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

**Status:**
- Number of calls: 18 in December
- Number of surveys completed: 500 surveys completed
- Number of customers assisted with rebate application: 0 in December

SBCCOG staff answered resident calls checking on rebate status. SBCCOG staff continues to work with West Basin to help customers estimate their rebates prior to purchase of new units. SBCCOG attended West Basin's program relaunch meeting on December 7, 2020. The program has been so successful that West Basin is implementing a second outreach effort that includes program enhancements based on lessons learned. The water survey kit will relaunch on January 4, 2021. The water saving kits will only be for DAC residents, but clothes washer rebates are available for all communities -- 400 for qualified DAC residents and 100 for qualified non-DAC.

**Torrance Water**

*Contract year is July 1, 2020 through June 30, 2021*

Torrance staff is in the process of reviewing/editing Cash for Kitchens' marketing materials. The goal is to begin outreach in January 2021.

**Water Replenishment District of Southern California (WRD)**

*Contract year is July 1, 2019-December 31, 2020.*

Ongoing promotion of WRD programs continues through the SBCCOG’s e-newsletters and other social media channels. Contract renewal is on the Jan. 2021 SBCCOG Board agenda.

**Sanitation Districts of LA County (LACSD)**

*Contract year is July 1, 2020-June 30, 2021*

**Task 1. Educational Outreach Support**

**Exhibit Events**

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

*Status of goal:* 61 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of December 2020

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

The Sanitation Districts is notifying South Bay Cities that they have a food waste program that could help cities meet SB 1383 organic waste reduction targets by the Jan. 1, 2022 compliance deadline. SBCCOG staff will be sending e-mail notices out to Public Works Directors the first week of Jan. This legislation established methane emission reduction targets. The LACSD’s materials recovery facility can accommodate 165 tons per day of source separated food waste and is currently operating at 30 tons per day. In addition, their Carson food waste receiving station can accommodate 600 tons per day and is currently operating at 300 tons per day. These diversion solutions are offered on a first come first served basis. If cities are interested in these options, contact Will Chen wchen@lacsd.org; 562-908-4288 ext. 2431 or Habib Kharrat hkharrat@lacsd.org; 562-908-4288, ext. 6056.
Los Angeles Department of Water and Power (LADWP)

Contract year is January 1-December 31, 2020.

Contract goals:

- 8-12 targeted special exhibit events - Status of goal: 8 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 assessment and conservation training - Status of goal: 7 water assessments completed – GOAL MET

The 2021 contract is expected in Feb. 2021.

PACE

SBCCOG continues to promote PACE financing for homeowners through Ygrene. 2020 Q3 payments will be reported in January 2021. The HERO program will be not be offered in 2021.

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


CAGBN

Contract goals - City of Hawthorne: 10 certified green businesses; Status of goals: 4 certified businesses

Contract goals - City of Torrance: 10 certified green businesses; Status of goals: 4 certified businesses

SBCCOG staff continues to assist CAGBN (California Green Business Network) cities of Hawthorne and Torrance with certifying businesses and conducting outreach. During the month of December, SBCCOG staff attended the statewide CA Green Business Network conference via Zoom and met with the City of Torrance to discuss the program. A presentation to the Torrance City Council is scheduled for January 19, 2021. This program is dependent on State funding and it is unknown at this time if there will be funding beyond March 2021.

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

As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (61), Lawndale (27), Hawthorne (45), 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 238 businesses in the program as of the end of December 2020.

Transportation

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

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

Status of goals: 125 outreach events; 6 vanpool or rideshare meetings; 3 Survey Engagement

Preliminary planning continued for a new series of “online” workshops for South Bay ETCs to be produced starting in mid-2021.
Metro Express Lanes (MEL) *(Contract period Nov, 15 2020 – Nov. 14, 2021)*

Because of COVID-19 restrictions, all SBCCOG outreach events have taken place virtually. In support of the MEL marketing goals, SBCCOG staff continued to organize and plan a virtual calendar of events for the 2021 calendar year where Metro’s MEL program materials will be distributed.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Outreach Events

In December

1. Virtual Community Event

5. Virtual Networking Meetings

1. Virtual Workshops

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

9. Virtual Community Events

5. Virtual Business Events

35. Virtual Networking Meetings

11. Virtual Workshops

Media

Social Media *(during the month of December)*

- **SBCCOG** – Totals for Social Media (SBCCOG) *(top tweet – right)*
  - Twitter: 287 followers total, 3,300 impressions* 5 posts
  - Facebook: 141 likes total, 298 impressions 8 posts

- **SBESC** – Totals for Social Media *(top tweet – right)*
  - Twitter: 563 followers total, 2,500 impressions* 5 posts
  - Facebook: 755 likes total, 218 impressions 6 posts
  - LinkedIn: 142 followers total, 50 impressions 2 post

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

Earned Media/Articles/Network TV

- “Coronavirus hospitalizations surge to unprecedented level as L.A. announces stay-at-home rules” – *Los Angeles Times* (12/2/2020)

- “Coronavirus hospitalizations surge to unprecedented heights as California considers drastic steps” – *Bakersfield.com* (12/2/2020) – link no longer available

- “Cities Weigh Costs of Local Health Departments After County Closure Order” – *Spectrum News I* (12/3/2020)

- “Coronavirus Business Resources and Grant Opportunities in Hermosa Beach” – *Patch* (12/4/2020)
• “LA transport to receive fibre-optic boost” – ITS International (12/8/2020)

• “15 South Bay cities join forces to launch high-speed fibre network” – Cities Today (12/9/2020)

• “California Towns Revel Against Pandemic Restaurant Restrictions” – New York Times (12/9/2020)

• “Beverly Hills Looks Into Creating Its Own Health Department” – Patch (12/10/2020)

• “State Senators Call on Newsom to Classify Restaurants as Essential, Allow Them to Reopen” – Eater
  Los Angeles (12/15/2020) https://la.eater.com/2020/12/15/22176418/morning-briefing-restaurant-news-los-
  angeles-newsom-reopen-restaurants-essential-senators

Volunteer Program
Status of Program: 5.0 hours December 2020
Grand total as of 12/31/2020 - 20,328 (starting April 2008)

Volunteer participation remains low due to COVID-19.
TO: SBCCOG Steering Committee  
FROM: Jacki Bacharach, SBCCOG Executive Director  
RE: Bills to Monitor and for Action  

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

<table>
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<th>Bill</th>
<th>Description</th>
<th>Support</th>
<th>Notes</th>
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| AB 78 (O'Donnell) | San Gabriel and Lower Los Angeles Rivers & Mountains Conservancy: territory: Dominguez Channel watershed & Santa Catalina Island. Existing law establishes the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy in the Natural Resources Agency and prescribes the functions and duties of the conservancy with regard to the protection, preservation, and enhancement of specified areas of the Counties of Los Angeles and Orange located along the San Gabriel River and the lower Los Angeles River and tributaries along those rivers. Existing law, for purposes of those provisions, defines “territory” to mean the territory of the conservancy that consists of those portions of the Counties of Los Angeles and Orange located within the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, and the San Gabriel Mountains, as described. This bill would additionally include the Dominguez Channel watershed and Santa Catalina Island, as described, within that definition of territory, and would make various related changes to the boundaries of that territory. This bill would require the conservancy to update the San Gabriel and Lower Los Angeles Parkway and Open Space Plan to include the priorities for conservation and enhanced public use within the Dominguez Channel watershed and Santa Catalina Island. | SUPPORT (12/14/20) (Ltr sent 1/4/21) | 12/8/20 from printer  
Previously supported in last session |
| **FEDERAL** | **HR 763 (Deutsch)** | **Energy Innovation & Carbon Dividend Act. Imposes a fee on the carbon content of fuels, including crude oil, natural gas, coal, or any other product derived from those fuels that will be used so as to emit greenhouse gases into the atmosphere. The fee is imposed on the producers or importers of the fuels and is equal to the greenhouse gas content of the fuel multiplied by the carbon fee rate. The rate begins at $15 in 2019, increases by $10 each year, and is subject to further adjustments based on the progress in meeting specified emissions reduction targets. Imposes a specified fee on fluorinated greenhouse gases.** | **REQUEST TO CONGRESSMAN AN LIEU TO SUPPORT RE-INTRODUCING (12/8/20)** (Ltr sent 12/22/20) | **To be re-introduced** Previously supported in last session |
Housing Subcommittee Proposal
The Establishment of Regional Housing Trust Funds
and Creating a Regional Affordable Housing Funding Program

Overview
Housing is one of the most consequential equity issues in California today. Housing in itself impacts a wide range of political, public health, and socioeconomic issues. To best address the ongoing crisis, Contract Cities calls for a local yet regional solution that focuses legislation on improving financing for affordable housing development. The Contract Cities’ Housing Proposal (Proposal) would require all local governments to participate in a regional housing trust fund. Additionally, the Proposal would establish guidelines for a new tool that local governments can utilize with other local governments in a regional housing trust fund to spur affordable housing in their region.

The Proposal would mandate each local government to participate in a regional Housing Trust Fund. Housing Trusts are defined by California Health and Safety Code Section 50842. These Housing Trusts will be governed and provide oversight by local governments to a regional body, such as a joint powers authority and/or a council of government. Housing Trusts are not new concepts and have been in existence for years, allowing for regional collaboration to fund affordable housing developments.

The second component of the Proposal is the establishment of a Regional Housing Needs Assessment (RHNA) Exchange Program (Exchange). The Proposal sets up standards and guidelines for local governments in a regional Housing Trust to collect fees and fund local affordable housing projects in the region. This would be accomplished by an exchange of funding for RHNA between local governments participating in the Exchange. The Exchange is independent of the mandate; however, it does not require a local government to participate in the exchange. The Exchange is voluntary and would require a local government to agree to the terms of the program before participating in the Exchange.

The Exchange would require that each participating local government would pay a reoccurring fee into the Exchange. The fee would be defined by the Housing Trust as any monetary contribution that a local government would contribute, such as existing impact fee and/or general fund contribution, or an agreement to participate in a regional affordable housing impact fee collection that would be established by the Housing Trust. The Housing Trust would account for each contribution made by each local government. These fees would then be used to support new affordable housing project in the region through a tiered funding system set up by the Housing Trust and as outlined by the Proposal. A base funding would be provided by the local government where the affordable housing project applicant is located, followed by a base funding from each agency participating in the Exchange.
If additional funding is needed to move the applicant’s project forward, the applicant’s city of jurisdiction may request additional funding from other local governments in the Housing Trust. Only participating agencies in the Exchange may be allowed to answer the request, notwithstanding limits and restrictions set by the Proposal and each regional Housing Trusts, and if a city of jurisdiction agrees to the terms. The city of jurisdiction has the right to reject the offer.

A continuous and sustainable source of funding is needed to accelerate the production of affordable housing. Existing efforts, including inclusionary zoning requirements, often face lackluster success in generating affordable housing, especially in an attempt to create mixed-income projects. The goal of the Proposal would help expand the supply of funding for affordable housing and expand the housing stock. Moreover, it would create more successful opportunities for local governments to address equity in housing and meet the objectives of RHNA.

**Objectives**

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

**The Proposal**

I. Mandate

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

A region would be defined as two or more jurisdictions that would share common characteristics, including but not limited to a contiguous border, proximity to another city, planning, or shared issues of mutual concern. The ultimate goal of the definition is to align regions with existing council of governments. Local governments do not necessarily have to create a trust through a joint power agreement, as some local governments have elected to create a non-profit benefit corporation to support these activities.
II. Program

By establishing a regional Housing Trust Fund, local governments, as member agencies of a regional body, would be allowed to establish an affordable housing funding exchange program and collect a regional housing development fee:

A. Allow for the creation of a regional affordable housing fee that would apply to all member agencies participating in the exchange program. A fee should be equitably weighted amongst participating members in the exchange program. A fee could be interpreted as, but not limited to:

1. An impact fee that is charged on all new market rate residential and/or commercial developments (i.e., per square footage fee, in-lieu fees, etc.).

2. A reoccurring monetary contribution from member agencies with existing local affordable housing impact fee or general fund dollars that can be equally weighted to the contributions of participating member agencies.

B. If a fee is established by a regional body, member agencies may voluntarily participate in the exchange program. Member agencies are not required to participate in the program.

C. Authorize the regional body to collect the fees from member agencies, provide accounting of fees collected by each local government, and administer funds for qualifying projects.

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

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

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

III. Projects must meet a minimum percentage of affordable housing units, as established by the regional body, would be granted expedited CEQA Review.
IV. Requirements for Funding an Affordable Housing Development

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

A. Funding would be available to all types of projects, including but not limited to city-built projects, private development projects, public-private partnerships.

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

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

1. Project applicant can only receive funding from the Trust program through a request made by a member agency where the project is located.

V. Funding Formula Requirements and Processes

A. Each project applicant may qualify for a tiered-base funding, which consist of a base-layer funding from an applicant’s city of jurisdiction, followed by a nominal contribution from other member agencies in the Exchange program. If additional funding is needed to meet the project costs for affordability, a project applicant and the city of jurisdiction may request additional funding from other member agencies in the Exchange through an exchange of RHNA numbers.

B. A base amount of funding shall be centered on certain criteria, established by the regional body, which would encompass the following requirements:

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

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

   a. A base percentage of the member agency’s shares of Trust Fund dollars (i.e. 20% of the member agency’s Trust Fund dollars).
C. A second set of funding will be based on other Exchange member agencies’ share of Trust Fund dollars, less than the member agency’s shares (i.e. 5% each).

   1. Establish a minimum and maximum limit to funding, based on a per-unit limit (i.e. project can receive funding for up to 20% of an affordable housing unit’s costs)

D. A project may also seek additional funding from the Housing Trust Fund, specifically through a “cap and trade” exchange, if another member agency is willing to exchange its share of dollars from the Trust Fund, in exchange for a credit toward its RHNA.

   1. The exchange of RHNA for funding will be created by the regional body based on a list of criteria that includes but not limited to:

      a. Agencies participating in the Exchange must have built an “x” number of affordable housing units or percentage of their share of RHNA before they can participate in the RHNA Exchange.

      b. Priority given to member agencies with a significant amount of unmet RHNA numbers.

      c. Priority given to member agencies that have not participated in a recent project exchange.

      d. Minimum RHNA count equated to a percentage of funding or a dollar amount (i.e., 1 RHNA for 10% of a unit’s costs, or $50,000).

      e. Minimum and maximum limits to exchange RHNA. (i.e., Agencies can only contribute funding for up to 5 units)

      f. All member agencies partied to the exchange must agree to exchange before funds can be accepted.

E. The project applicant would be required to provide all necessary documentation to establish a project as an affordable housing development (i.e., covenants, etc.).
VI. CEQA Expedited Review
Projects that meet certain requirements, established below, would be granted, at a minimum, expedited CEQA Review.

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

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

C. Provides a minimum percentage of affordable housing, as established by the regional body.
### Special Assessment Proposed for Regional Planner

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</tr>
<tr>
<td>Rancho Palos Verdes</td>
<td>6,500</td>
<td>7,000</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>6,500</td>
<td>7,000</td>
</tr>
<tr>
<td><strong>UNDER 30,000 population</strong></td>
<td></td>
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</tr>
<tr>
<td>El Segundo</td>
<td>4,000</td>
<td>4,500</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>4,000</td>
<td>4,500</td>
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<tr>
<td>Lomita</td>
<td>4,000</td>
<td>4,500</td>
</tr>
<tr>
<td>Palos Verdes Estates</td>
<td>4,000</td>
<td>4,500</td>
</tr>
<tr>
<td>Rolling Hills</td>
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<td>4,500</td>
</tr>
<tr>
<td>Rolling Hills Estates</td>
<td>4,000</td>
<td>4,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>110,500</td>
<td>119,000</td>
</tr>
</tbody>
</table>

Gateway COG has a budget of $130,000 for this position. With their REAP funding, it is now closer to $150,000.
South Bay Cities Council of Governments

SBCCOG Board of Directors’ Meeting
Thursday, January 28, 2021 @ 6:00 pm
Conducted Via Zoom

DRAFT AGENDA

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

II. VERIFY QUORUM

III. CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

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

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

A. November Board Meeting Minutes (attachments) – Approve

B. Contract Amendment with Water Replenishment District (attachment) – Approve

C. Contract with Southern California Gas Company (attachment) – Approve

D. Contract Renewal with GSE Solutions (attachment) – Approve

E. Legislative Matrix with bills of interest (attachment) – Receive and file

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)
   3. Reports from Outside Agencies (attachments for each at end of the agenda)

PUBLIC COMMENTS: To address the SBCCOG Board of Directors on any agenda item or a matter within the Board of Directors’ purview, please provide written comments by 5:00 pm, January 28, 2021 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record. Unless otherwise noted in the Agenda, the Public can only provide written comment on SBCCOG related business that is within the jurisdiction of the SBCCOG and/or items listed on the Agenda which will be addressed during the Public Comment portion of the meeting (Item #V).

ACCESSING THE MEETING: Receive Zoom meeting credentials in advance of the meeting by using the below link: https://scag.zoom.us/meeting/register/tJIld-uorDsghEYyjIrAPN_G-rVEpc0Lrw
OR
To access the Zoom meeting, visit https://zoom.us/join or call (669) 900-6833 and use Meeting ID: 968 020 200; Passcode: 398836
VII. PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)
   A. Los Angeles World Airports Draft EIR on landside improvements (6:20 pm)
   B. Listening Session with SCAG President Rex Richardson (6:35 pm)
   C. Proposed Initiative Dealing with Local Control re: Zoning (6:55 pm)
      1. Redondo Beach Mayor Bill Brand

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

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (7:25 pm)
   A. Special Assessment for Regional Planner (attachments) – Approve
   B. Advocacy re: housing legislation
   C. General Assembly
   D. South Bay Fiber Network
   E. Research re: more local control re: health regulations
   F. Senior Services
   G. Homeless Services
   H. Office Warming gits from members
   I. Other

X. AGENCY REPORTS (7:45 pm)
   NOTE: Oral reports will only be made to clarify or amplify written attachments
   No Attachments received
   A. League of California Cities & La Division Legislative Committee (Bea Dieringer & Jeff Kiernan)
   B. SCAG Committees
      i. SCAG Regional Council (Drew Boyles, Mark Henderson, James Gazeley)
      ii. SCAG Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)
      iii. Energy and Environment (Britt Huff)
      iv. Transportation (James Gazeley)
   C. South Bay Workforce Investment Board (Chris Cagle)
   D. Metro Service Council Report (Don Szerlip)
   E. Air Quality Management District (Joe Buscaino & Denny Shaw)
   F. Santa Monica Bay Restoration Commission (Bill Brand/vacant)
   H. South Bay Association of Chambers of Commerce (Olivia Valentine)
   I. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
   J. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)
   K. California Association of Councils of Governments - CALCOG (Britt Huff)

XI. UPCOMING EVENTS & ANNOUNCEMENTS

XII. ADJOURNMENT

Next Board meeting - Thursday, February 25, 2021