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 11:00 am, July 13, 2020 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record. Unless otherwise noted in the Agenda, the Public can only provide written comment on SBCCOG related business that is within the jurisdiction of the SBCCOG and/or items listed on the Agenda which will be addressed during the Public Comment portion of the meeting (Item #IV).

ACCESSING THE MEETING:
Register in advance for the Steering Committee meeting using the below link:
https://scag.zoom.us/meeting/register/tJArdOusqj8oG9aULyxK8prL-sf6ZCYt0rZ

After registering, you will receive a confirmation email containing information about joining the meeting.

We look forward to your participation, thank you!

I. INTRODUCTIONS

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

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

IV. PUBLIC COMMENT

V. CONSENT CALENDAR – action items noted, remainder are receive & file – 12:05 pm
   A. Steering Committee – June 8, 2020 meeting minutes attached (Pages 5-10)
      ■ ACTION: Approve

   B. Contract with FMF Pandion for Dominguez Channel Watershed Management Group
      ■ Draft contract – attached (Pages 11-18)
      ■ ACTION: Recommend board approval

   C. Ygrene Contract Renewal
      ■ Draft contract – attached (Pages 19-22)
      ■ ACTION: Recommend board approval

   D. Office Update – attached (Pages 23-24)

   E. South Bay Environmental Services Center Activities Report – attached (Pages 25-30)

   F. Monthly Transportation Report – attached (Pages 31-36)

G. City Attendance at SBCCOG meetings
   ■ Matrix – attached (Page 37)
VI. ACTION ITEMS

H. Legislative Issues – 12:10 pm
- Comments on July 9 Legislative Briefing
- Legislative Matrix – attached (Pages 39-43)
  - Added: SB1130 & AB 1134
- Letter of support for balanced energy choices – information attached (Pages 45-49)
- ACTION: Recommend support of SB 1130 and AB 1134 and letter of support for balanced energy choices

I. Update on Homeless Program and Innovation Project Funding – 12:20 pm – Grace to join
- 7 elected officials attended the July 1 meeting
- Innovation Funding
  - Homeshare proposal from Silvernest – attached (Pages 51-71)
- PATH’s re-assignment – police ridealongs

J. Board Meeting agenda development – 12:30 pm
- July – draft attached – BizFed person, restaurant association person (Pages 73-74)
- August – Adaptation work by Naomi Albert – Civicspark
- September - LTN project
- Potential speakers – Dr. Thomas Parham, President, Cal State Dominguez Hills
- ACTION: Recommend programs of interest for Board presentations

K. Special Board meeting follow-up – evaluations/next steps? – 12:40 pm
- Post on UTube?
- Evaluations
  - 13 received. 8 rated 5, 5 rated 4 on 1 to 5 scale. Comments – very informative. Recommended continuing the dialogue.
- Follow-up Issues
  - Cities seeing disrespect for police authority – even in traffic stops
  - Asian Racial Incidents in the South Bay
  - Future speakers possibilities

L. Status of 2020 General Assembly Sponsorships – 12:55 pm
- From the sponsors who have agreed the SBCCOG can keep 2020 GA funding based upon the amended promotional opportunities = $27,500
- None of the sponsors have yet agreed to 2021 sponsorships

M. Approval of Invoices – available at the meeting – 1:00 pm
- ACTION: Approve invoices for payment

VII. INFORMATION ITEMS

N. South Bay Fiber Network Updates – 1:05 pm
- Project Construction
- Monthly Recurring Cost and SBCCOG Financial Obligations
- Applications - Virtual Lunch and Learn (starting in late July or August)
  - Possible topics: Cybersecurity Lessons Learned, An Overview of Data Centers and the services they have for SBFN participants, IT auditing/assessment tools for your city
- Network Celebration Planning

O. SCAG Regional Early Action Program funds to accelerate housing – 1:15 pm
- SCAG will be providing subregions with funding to help their members with housing element data assistance, housing outreach toolkits and other Sustainable Communities Programs. This is through the REAP program – Regional Early Action Program. Subregions will receive funds based on their RHNA allocation which isn’t coming out until later but we can start deciding how to
spend it now and even start spending in the fall. Our subregion, based on the last RHNA cycle, would have an allocation of about $600,000 to be used by December 2023.

- The use of these funds must have a nexus to promoting the development of housing. Community Development Directors have been asked whether they are updating housing elements, how much ADU development is taking place, what challenges they have, and if it would be helpful for us to hire someone at the SBCCOG who could be a resource to all of the cities and provide some cross cutting analysis as long as the result was to promote the development of housing.

P. SCAG Committee Representation from the SBCCOG – update – 1:25 pm
- Energy and Environment (Judy Mitchell and Jim Osborne)
- Transportation (James Gazeley)
- Community, Economic, & Human Development (Mark Henderson, Frank Zerunyan & Mark Waronek, Drew Boyles)

Q. Update on Senior Services – 1:30 pm

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
- Other updates since agenda distribution – 1:35 pm

NEXT STEERING COMMITTEE MEETING – Monday, August 10, 2020 @ 12:00 pm @ TBD
South Bay Cities Council of Governments

Steering Committee Minutes
Monday, June 8, 2020

Attendees: Christian Horvath (Chair, Redondo Beach), Olivia Valentine (1st Vice Chair, Hawthorne), Drew Boyles (2nd Vice Chair, El Segundo), Hildy Stern (Manhattan Beach), Rodney Tanaka (Gardena), Britt Huff (Rolling Hills Estates), Jim Gazeley (Lomita), John Cruikshank (Rancho Palos Verdes), Stacey Armato (Hermosa Beach), Bernardette Suarez (Lawndale), Kenny Kao (Palos Verdes Estates), Ralph Franklin (Inglewood), Cedric Hicks (Carson), Carol Kwan (WBMWD), Jacki Bacharach, Kim Fuentes, Steve Lantz, Wally Siembab, Brooke Heri, David Leger, Natalie Champion (SBCCOG), Crystal Crawford (Ygrene), Mark Dierking (Metro), Philip Friess, Pete Marsh, William Nash, Jeffrey Cohlberg, Kit Hohler, Jim Hannon, Edric Guise, Perla Solis (public)

I. INTRODUCTIONS

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

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA - ADD SEVERAL ITEMS TO LEGISLATIVE MATRIX

IV. PUBLIC COMMENT

V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:05 pm – Cruikshank/huff approved
   A. Steering Committee – May 11, 2020 meeting minutes attached
      ■ ACTION: Approved
   B. No Cost Contract Extension with Fehr & Peers for Local Travel Network Project
      ■ Memo and Contract Amendment attached
      ■ ACTION: Recommend Board approval
   C. South Bay Environmental Services Center Activities Report – attached
      ■ SO CAL REN WILL BECOME SBESC PARTNERS - $100,000 FOR 3 YEARS
   D. City Attendance at SBCCOG meetings
      ■ Matrix attached
   ■ VII. ACTION ITEMS
   E. South Bay Fiber Network – 12:10 pm
      ■ Work order #2 change order and Work Order #3 – to be available at the meeting
      ■ Status of Fiber sign-ups - $23,950 SIGNED with $3000 more committed but unsigned (MB & RH) and another $10,500 being worked on.

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■ 1. Excludes WC #3, to be defined by Baum, Dalgle, Carella, by June 5, 2020

■ cumulMRC $12,300 $30,200 $35,700 $35,700
El Segundo already connected
Construction schedule update - Part of Work Order #1 and 2.
   a. Delay to 6/22 for Phase 1 which includes: Gardena, SBWIB (Gardena), Lomita, Rolling Hills, Rolling Hills Estates, Rancho Palos Verdes & Carson (connection but no service)
   b. Delay to 7/30 for Phase 2 which includes: Palos Verdes Estates, Torrance, Redondo Beach, Manhattan Beach, Inglewood, Hermosa Beach, Beach Cities Health District, SBWIB (3 sites), Metro
   c. COVID-19 and access issues were the main reasons for the delay

POSSIBLE INTEREST FROM LA CITY – SAN PEDRO AND WILMINGTON
MAGELLAN PROPOSAL - technical consulting $63,000 (25 HOURS) & ITS planning $37,800 (15 HOURS) $100,800 + city network design for 6 cities (150 HOURS EACH) $189,000 for total of $289,800
HORVATH – WHY MAGELLAN FOR 25 HOURS/MONTH? NEED TO BE MORE SPECIFIC. ON CALL AND NOT TO EXCEED.
CRUIKSHANK – AARON FORBURGER IS NEW REP FOR MURATSUCHI & MURATSUCHI IS PROPOSING A BOND MEASURE RE: BROADBAND FUNDING
HORVATH – CPUC POINTED OUT THAT THE CALIF ADVANCE SERVICE FUND EXPIRING – SBCCOG SHOULD ADVOCATE RENEWAL. NEEDS CONTINUOUS FUNDING. CPUC ALSO MENTIONED OUR PROJECT AT LCC POLICY MTG. FOLLOW-UP WITH COMMISSIONER
POSSIBLE CARES ACT GRANT IDEA – call with SBWIB 6/9/20 – 20% match, 1st come, first served
ACTION: RecommendED Board approval of Work Order #2 change order and Work Order #3 – and WILL BRING RECOMMENDATION ON MAGELLAN PROPOSAL TO BOARD – FRANKLIN/CRUIKSHANK – (sent comments to Magellan 6/9/20)

F. Legislative Issues – 12:20 pm
   - Legislative Briefing scheduled for July 9 - approved
   - PUBLIC COMMENT – 6 – ON FILE RE: HR 763
   - Legislative Matrix – attached
   - ADD HR 763 AND MURATSUCHI BALLOT MEASURE
   - ADD SCA 6 RE: GAMING
      ■ FRANKLIN – LEGISLATORS PROTECTING CARD CLUBS IN CALIF. SUSTAINS CURRENT WAY CARD CLUBS PLAY THEIR GAMES.
      ■ TANAKA – HURTING GARDENA AND LOTS OF JOBS
   - HICKS – INCLUDES BINGO? NO
   - SCA 6 & ACA 16 SUPPORTED - MOTION FRANKLIN/TANAKA 8/0/5
   - YES – SUAREZ, KAO, TANAKA, HICKS, FRANKLIN, VALENTINE GAZELEY, HUFF
   - ABSTAIN – BOYLES, HORVATH, ARMATO, STERN, CRUIKSHANK
   - SB1120 – MOTION TO OPPOSE APPROVED VALENTINE/HICKS
   - MURATSUCHI BALLOT MEASURE RE: BROADBAND – HIS OFFICE REQUESTED SUPPORT
   - MOTION TO APPROVE – ARMATO/VALENTINE APPROVED 7/0/6
   - ABSTAIN: BOYLES, TANAKA, SUAREZ, KAO & GAZELEY CRUIKSHANK
   - HR 763 – SUPPORT ON MOTION BY FRANKLIN/KAO APPROVED 9/1/3
   - NO – CRUIKSHANK
   - ABSTAIN – SUAREZ, BOYLES, GAZELEY
   - LEAGUE OF CALIFORNIA CITIES SUPPORT LOCAL RECOVERY COALITION – SBCCOG SIGNED UP – FACT SHEET ON FILE
   - SBACC HOUSING POLICY COMMENTS ON FILE

G. PACE Financing – 12:30 pm
   - The SBCCOG has been promoting HERO and Ygrene. HERO has been part of the county program and Ygrene has been separate. The County has removed their unincorporated areas from the PACE program but cities are still in.
   - Memos attached
   - Crystal Crawford, Ygrene rep, has asked for a statement of continued support.
HUFF – WHAT IS THE PROBLEM? CONTRACTOR INFORMATION TO PROPERTY OWNER.
ANSWER – THERE HAS BEEN LEGISLATION TO MAKE SURE ANOTHER PHONE CALL IS
MADE TO CLIENT WITH SEVERAL DAYS TO CANCEL. CALLS RECORDED AND KEPT ON
FILE.
HERO AND YGRENE HAVE AUTHORIZED LIST OF CONTRACTORS TOO. EXTENSIVE
VETTING.
HUFF – PENALTIES? YGRENE – THEY COLLABORATE WITH STATE LICENSING BOARD.
MONITOR CONTRACTORS.
TANAKA - WHAT ABOUT SUBCONTRACTORS? YGRENE – PACE PROGRAMS LICENSED BY
DEPT. OF BUSINESS OVERSIGHT. LOOK AT ALL WORKING ON THE PROJECT. HAVE A
TEAM THAT STANDS BEHIND PROPERTY OWNER AND WORKS WITH THEM.
HORVATH USED HERO. WORKED WELL.
STERN – ARE CHANGES IN RESPONSE TO CRITICISMS? RESPONSE - YGRENE HAS
ALWAYS DONE THINGS THIS WAY. BUT OTHERS HAVEN’T ALWAYS DONE THAT. ARE
THEY LETTING ENVIRONMENTAL SERVICES MANAGERS KNOW CHANGES IN
PRACTICES? YGRENE HAS WORKED THROUGH SBCCOG.
WE CAN SEND E-MAIL TO OUR CITIES.
FRANKLIN /TANAKA – RE-AFFIRM SUPPORT - 6/9/20 asked Crawford for document of
support that they are looking for via e-mail. Also, asked Brooke to work on renewing 5 year
contract.

H. Board Meeting agenda development – 12:40 pm

June – Election of Officers and Adoption of the Budget & Joe Buscaino re: NLC –
draft attached

BIZFED PERSON WITH PRESENTATION ON BUSINESS’
CONSIDERATIONS RE: RE-OPENING, ETC. (FROM SBACC)
July – LTN project final – ERROL SOUTHERS?
BOYLES - RESTAURANT ASSOCIATION SPEAKER? – 6/9/20 asked Boyles for contact

I. Budget – 12:45 pm

Budget documents attached with revisions to reflect Board discussion
3 PERSONNEL DOCUMENTS – ORG CHART; SBCCOG STAFFING FUNCTION; JB&A
COMPENSATION
ACTION: ReviewED and recommendED Board adoption – CRUIKSHANK/ARMATO – PUT
ON CONSENT CALENDAR

J. Approval of Invoices – available at the meeting – 1:00 pm
ACTION: ApproveD invoices for payment HUFF/HICKS

VII. INFORMATION ITEMS
K. Telework Workshops – 1:05 pm
SURVEY to be distributed from Metro.

L. Update on Homeless Program and Innovation Project Funding - 1:10 pm
Update on Regional Programs – Innovation Funds
• Education & Training ($100,000) – move funds ($70,000) from this program to Safe
Parking
  o LACHI & LAHSA, along with input from SBCCOG and Beach cities, is
developing training modules for city staff; these trainings can be
customized for individual cities
  o Develop talking points for elected officials
  o Develop talking points for businesses
  o Develop PSAs related to homelessness & panhandling
• Home Sharing ($50,000) – working with SilverNest; program on hold due to COVID-19
- Safe Parking ($70,000) – LAHSA’s most recent RFP on Safe Parking was in Feb 2020; another RFP is not expected for 3 years; there is currently no Safe Parking program in SPA 8
  - Would like to add funds ($70,000) from Education & Training to this program in order to fund a Safe Parking program for cars (not RVs)
  - Fund 10-12 cars at $30 per night for 1 year
- Client Aid ($140,000) – change name to Flex Funds – provides funding for gap areas not provided or fully funded by other funding sources:
  - motel stays for individuals for 1-2 nights prior to housing interview or job interview;
  - property storage – allows law enforcement ability to store property for people experiencing homelessness;
  - rental assistance for those enrolled and working with housing navigator – capped at $1,500-2,000 per person; for those with a mid-range acuity score for whom there are not a lot of services available
- Emergency Shelter & Interim Housing ($20,000) – review of city ordinances; will develop plan to include coordination with cities

Update on Measure H funding (from Phil Ansell as he reported to the Measure H Oversight Advisory Committee on June 4, 2020):

FY 2019-2020 (current year) –
- substantial reduction in revenue as result of pandemic;
- reduction of expenditures
  - difficult for service providers to hire staff
  - difficult to place people in interim housing
  - reduction in capacity in interim housing due to social distancing
  - Project RoomKey (funded by Feds/State)
- impact on revenue is offset by reduced expenditures

FY 2020-2021
- facing reduced revenue
- focusing on finding additional revenue resources to supplement FY 20-21
- CARES Act funding
- expecting a meaningful curtailment (~10% reduction) but not at a catastrophic level

Draft Measure H funding recommendations
- June 22nd – LA County is releasing recommendations for public comment
- August 14th – going to Board of Supervisors Homeless Policy Deputies
- August 28th – if needed, a follow up meeting with Homeless Policy Deputies
- September 16th – Board of Supervisors to consider recommendations
  ■ HUFF – CLIENT AID $ - AND $20,000 – IS THIS A RESOURCE FOR CITIES TO USE?
  RESPONSE - NO - $20,000 IS OUR RESEARCH PROJECT

M. Update on Senior Services – 1:20 pm
  ■ SENIOR SERVICES CHART WILL BE SENT OUT SHORTLY.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
■ OLD SCAG MONITORS – HOW TO GET RID OF THEM? GIVE TO STAFF? LOTTERY? - NO LONGER SUPPORTED. USE ECO FRIENDLY DISPOSAL. MAYBE VALUE IS $100. LOTTERY FOR STAFF? – OUR CALL
■ SET UP MEETING FOR SCAG REPRESENTATIVES – WITH WALLY TO ORIENT DREW, MARK AND JIM G.
- WALLY – WE ASKED SCAG TO DELAY RTP BECAUSE IT’S JOBS DRIVEN – AFFECTS RHNA. SCAG REPS NEED TO MONITOR THIS AND REPORT BACK. NOT RATIONAL TO NOT ASSESS THE IMPACT OF THE PANDEMIC ON FUTURE GROWTH.
- KAO – APPEAL DATE FOR RHNA? MAY 25
- GAZELEY – WE NEED TO CONTINUE THE FIGHT. REAL MESS. NOT RATIONAL.
- RALPH – JOINT COMMITMENT FOR I-105 EXPRESSLANE – PHONE OUTREACH ON JUNE 11. – STEVE SEND RALPH INFO.
- WALLY – LINK BETWEEN BUILDING ON PERIMETER AND CALLING IT SPRAWL IS BAD ASSUMPTION. BUILD ON AFFORDABLE LAND. LOOK AT COMMERCIAL LAND FOR VACANCIES.
- GAZELEY – REALLY APPRECIATES SIEMBAB’S PAPERS. OUR LEGISLATORS NOT BACKING WIENER.
- SIEMBAB – HOUSING ISSUE IS INCOME ISSUE, NOT SUPPLY. MORE VACANT UNITS THAN HOMELESS PEOPLE IN LA COUNTY.
- SUAREZ – WORKS IN REAL ESTATE. MORE PEOPLE BUYING SINGLE FAMILY HOMES. NOT CONDOS.

- ARMATO – PEACEFUL PROTEST IN PIER PLAZA TOMORROW NIGHT ORGANIZED BY HERMOSA YOUTH
- STERN – NEXT MEETING – INCLUDE DISCUSSIONS RE: POLICE PRACTICES. HATE CAN’T WAIT CAMPAIGN. POLICE DEPARTMENTS WORK TOGETHER.
- HUFF – INCLUDE LARGER VOICE RE: SHERIFF.
- CRUIKSHANK – POLICE PRACTICES AND INCREASING EXPENSES OF SHERIFF. PEACEFUL PROTESTS AT TRUMP NATIONAL – CA. 450 PEOPLE. NEW DEPUTY CITY MANAGER, KARINA BANALES
- VALENTINE – YES – LET’S HAVE DISCUSSION OF THIS. GOOD POLICING PROGRAM IN HAWTHORNE – THEY ARE PROUD OF THEIR PROGRAM. COFFEE WITH A COP STARTED IN HAWTHORNE
- KAO – WALLY SEND WHITE PAPER. PVE HAD PEACEFUL PROTESTS. REALLY GOOD EVENT. POLICE SUPPORTIVE. ON LCC PUBLIC SAFETY COMMITTEE – LAST WEEK WAS A 4 HOUR MEETING – WANTED FORMAL STATEMENT TO RECOMMEND TO EXECUTIVE COMMITTEE OF THE LEAGUE. HE WILL SEND IT TO ME.
- TANAKA – ONE SMALL NEIGHBORHOOD PROTEST.
- HICKS – PROTEST ON JUNE 6 WITH BLACK LIVES MATTER. BARRAGAN TOO – 4-500 PEOPLE IN ATTENDANCE. TALKED ABOUT INCIDENTS THAT HAPPENED TO ME. HE WAS SHOT AT. HE RAN COMMUNITY POLICING PROGRAM FOR COMPTON AS A POLICE OFFICER. SBCCOG SUPPORT REMOVING CHOKEHOLD AND COMMUNITY POLICING. THIS IS A DIFFERENT TYPE OF MOVEMENT. DOESN’T WANT TO DEFUND POLICE BUT MAKE IT SAFER
- BOYLES – WEDNESDAY MOSTLY STUDENT PROTESTERS. 100-125 PEOPLE. HE WALKED WITH THEM AND ADDRESSED THE GROUP. TOOK HARD QUESTIONS – EX. DEFUNDING THE POLICE BUT HE DIDN’T REALLY UNDERSTAND. PLEDGE TO COMMIT TO CALL FOR ACTION – 4 POINTS FROM PRESIDENT OBAMA. DREW SIGNED UP FOR IT. GET COPY
- 500 PEOPLE LAST WEEK AT CIVIC PLAZA. NEED TO FOCUS ON LISTENING. HAVE WORK TO DO. CHALLENGING WEEK FOR ALL OF THE RIGHT REASONS.
SUP HAHN ASKED MAYORS IN HER DISTRICT TO SUPPORT THE 8 POINT PLAN. NOT AGREEMENT ON ALL 8. WANTS SUPPORT TOMORROW AT THE BOARD OF SUPERVISORS.

HORVATH – HOSTING TOWN HALL ON WEDNESDAY NIGHT – POLICE CHIEF WILL BE PART OF THAT. CHIEF STARTED COFFEE WITH COP WHEN HE WAS IN HAWTHORNE. MENTAL HEALTH PROFESSIONAL TOO. INVITING EVERYONE.

RB CITY ATTORNEY DREW UP MEMO ON 8 CAN'T WAIT.

FOLLOW-UP:
- SCHEDULE SPECIAL MEETING.
- KAO & HICKS & STERN – WALLY’S PAPER.

OLIVIA WILL INVITE HAWTHORNE POLICE CHIEF

NEXT STEERING COMMITTEE MEETING – Monday, July 13, 2020 @ 12:00 pm @ ZOOM
PROFESSIONAL SERVICES AGREEMENT

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

RECATALS

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

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

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

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

1. Services.

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

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

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

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

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

3. **Compensation.** The total compensation for all work hereunder shall be on a Firm Fixed Price basis not to exceed the budget for each task itemized in Exhibit A. Compensation shall not exceed time, budget, and scope of each task.

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

5. **Parties’ Representatives.** Jacki Bacharach shall serve as the SBCCOG’s representative for the contract administration of the project. Taraneh Nik-Khah shall serve as the DC WMG representative for task management and approval of the project. All activities performed by the Consultant shall be coordinated with Taraneh Nik-Khah. Tommy Wells shall be in charge of the project for the Consultant on all matters relating to this Agreement and any agreement or approval made by him shall be binding on the Consultant. This person shall not be replaced without the written consent of the SBCCOG.

6. **Addresses.**

SBCCOG:
South Bay Cities Council of Governments
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

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

FMF PANDION
7. **Status as Independent Contractor.**

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

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

8. **Standard of Performance.** Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. Consultant provides no warranty or guarantee whatsoever, for any item or result which may be delivered under this Contract.

9. **Indemnification.** Each Party agrees to indemnify the other party, participating public agencies, their respective officers, staff consultants, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization resulting solely from its negligence or misconduct in performance of this Agreement to the limits of available insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement.
20. **Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Consultant constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

21. **Resolving Disputes.** If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. If mediation is not successful, either party may pursue all judicial remedies available to that party.

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

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

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

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

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

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

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

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

"SBCCOG"
South Bay Cities Council of Governments

By: ________________________________
   Britt Huff, Chair (Signature)

Title: ________________________________

Date: ________________________________

Attest: ________________________________
SBCCOG Secretary

“Consultant”
FMF Pandion

By: ________________________________
   Tommy Wells (Signature)

Title: ________________________________

Date: ________________________________
EXHIBIT A

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

Table 1. Overall Budget, Tasks, and Contingency

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>%</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contract Administration</td>
<td>3%</td>
<td>$10,887</td>
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<tr>
<td>2</td>
<td>Coordination, Delivery &amp; Technical Support</td>
<td>12%</td>
<td>$43,549</td>
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<tr>
<td>3</td>
<td>Laboratory Analysis &amp; Reporting</td>
<td>85%</td>
<td>$308,475</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$362,912</strong></td>
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<tr>
<td></td>
<td>Contingency</td>
<td>10%</td>
<td>$36,291</td>
</tr>
<tr>
<td></td>
<td><strong>Total with Contingency</strong></td>
<td></td>
<td><strong>$399,203</strong></td>
</tr>
</tbody>
</table>

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

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

RECITALS

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

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

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

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

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

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

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

TERMS

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

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

2. SBCCOG.

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

(a) SBCCOG will inform each eligible city and county member agency, unless the Parties agree otherwise, about the procedures for participating in Ygrene, adopting resolutions authorizing GSFA to offer Ygrene, and becoming an Associate Member of GSFA, in substantially the same form as the template resolutions attached hereto as Exhibit “A”.

(b) SBCCOG will inform each of its member agencies of the benefits available from participating in Ygrene, including but not limited to informing each member that (i) Ygrene is an economic development program available at no cost to participating cities and counties; (ii) Ygrene finances improvements that, for example, decrease energy or water consumption or create clean renewable energy; and (iii) Ygrene helps create local jobs, stimulate the local economy, save property owners money, and lower greenhouse gas emissions.

(c) SBCCOG will inform each of its member agencies of the Fees and the resulting increased cost of issuance within SBCCOG’s jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to SBCCOG:

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

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

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

Telephone: (877) 819-4736

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

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

YGRENE ENERGY FUND CALIFORNIA LLC

By: ____________________________

Name: __________________________

Date: __________________________

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: ____________________________

Name: __________________________

Date: __________________________
South Bay Cities Council of Governments

July 13, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: Office Move Update

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

UPDATE
The move to Park Del Amo at 2355 Crenshaw Boulevard in Torrance (corner of Crenshaw and Sepulveda Boulevards) has been completed. Staff continues unpack and setup systems. When the Stay at Home order is lifted, the office will be operational. The following are updates:

- **Lease Amendment for Additional Space** – The property changed ownership during negotiation of the lease amendment. After receiving construction proposals for the additional space, the new landlord decided that they were not willing to cover all of the expenses and requested the SBCCOG contribute $40,000 towards the buildout. SBCCOG staff, with the assistance of the real estate broker, attempted to get the new owners to honor the prior arrangement, but the proposal was rejected. The most conciliatory offer from the owner was to amortize the $40,000 at 8% interest over the term of the lease. This option was determined to not be financially prudent by SBCCOG staff.

- **Temporary Office Space** – Staff has moved all SBCCOG property out of the San Pedro Municipal Building. Keys have been returned to the City of LA.

- **Office Furniture** – New office furniture has been delivered and assembled. Items in storage were also delivered. Items are being revaluated based on the elimination of the additional space. Some used items will likely be identified for removal/donation as well as additional storage items may be needed to organize outreach materials. Reception furniture is expected to be delivered and assembled by the end of July.

- **South Bay Fiber Network (SBFN)** – SBCCOG staff is working with SBFN contractors and the property owner to connect the office to the network. Temporary internet service from Spectrum is being provided and will be terminated upon completion of the SBFN connection.
BUDGET

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

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Estimate</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Deposit – Park Del Amo</td>
<td>$13,362.39</td>
<td>$13,362.39</td>
</tr>
<tr>
<td>I.T. (includes Xerox, connecting boardroom, and De-cabling/cabling)</td>
<td>$24,754.00</td>
<td>$25,734.89</td>
</tr>
<tr>
<td>Moving Costs (not to exceed total)</td>
<td>$11,000.00</td>
<td>$6,615.92</td>
</tr>
<tr>
<td>Signage Removal at Maritz Building</td>
<td>$410.00</td>
<td>$410.00</td>
</tr>
<tr>
<td>Construction Alternates (sound insulation for specified walls)</td>
<td>$9,719.00</td>
<td>$9,719.00</td>
</tr>
<tr>
<td>Boardroom (2 monitors)</td>
<td></td>
<td>$3,830.83</td>
</tr>
<tr>
<td>New Office Furniture</td>
<td>$15,000.00</td>
<td>$11,501.26</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>$74,245.39</strong></td>
<td><strong>$71,174.29</strong></td>
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<tr>
<td><strong>TOTAL BUDGET</strong></td>
<td><strong>$100,000.00</strong></td>
<td><strong>$100,000.00</strong></td>
</tr>
<tr>
<td><strong>BUDGET REMAINING</strong></td>
<td><strong>$25,754.61</strong></td>
<td><strong>$28,825.71</strong></td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

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

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

July 13, 2020

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – June 2020

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

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

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

Task 1. Educational Outreach Support

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

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

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

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

**Educational Classes**

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

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

**Rain Barrel Giveaway**

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

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

Task 3. Cash for Kitchens

*Revised Contract goal:* follow up with 86 prior survey sites (kitchens) to distribute small devices

*Status of goal:* 0: outreach to business and agencies is on hold per West Basin

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

Task 4. IRWMP & Measure W Assistance

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

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

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

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

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

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

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

**Task 2: Cash for Kitchens**

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

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

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

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

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

*Contract goal:* 100 exhibit events, workshops, networking opportunities, etc.  
*Status of goal:* 110 exhibit events, presentations, workshops, networking opportunities, etc. - **GOAL EXCEEDED**

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

*Contract goal:* Schedule up to 3 Sanitation Districts-related presentations  
*Status of goal:* 1 has been completed

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

**Los Angeles Department of Water and Power (LADWP)**  
*Contract year is January 1-December 31, 2020.*

*Contract goals:*

- 8-12 targeted special exhibit events - *Status of goal:* 5 completed  
- 1 training for SBCCOG Volunteers on LADWP programs - *Status of goal:* To be scheduled after July 2020.  
- 6-8 commercial kitchens to be identified for water assessments and conservation training  
*Status of goal:* Staff continues to work with business organizations to identify locations for future assessments and trainings.
Energy Efficiency Partnership Program – Southern California Gas Company (SCG)
SBCCOG staff continues to meet with SCG staff to review program activities, discuss coordination with the Regional Energy Network, and collect gas data. SBCCOG staff is also coordinating with SoCalGas to meet with school district staff, virtually, to discuss gas incentives. The energy engineer continues to work directly with city staff to benchmark buildings.

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

SBCCOG continues to promote PACE financing for homeowners.

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

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

CAGBN – During the month of June, SBCCOG staff joined the two-day GBN Statewide conference and an online Cleaning and Disinfection Webinar with experts. Staff is working with the

<table>
<thead>
<tr>
<th>Total Lifetime Impacts from program - inception through May 2020</th>
<th>Total Annual Impacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Job Years Added</td>
<td>Estimated Annual Total Water Saved (gal)</td>
</tr>
<tr>
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<td>Inglewood</td>
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<td>Lomita</td>
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<td>Los Angeles District 15*</td>
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<tr>
<td>Redondo Beach</td>
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<tr>
<td>Rolling Hills Estates</td>
<td>2</td>
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<tr>
<td>Torrance</td>
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HERO – PACE: As of Q4 2019, Western Riverside COG began issuing quarterly reports rather than monthly reports. Proceeds from HERO for 2020 Q1 = $144.32. Total since program start in 2014 = $31,270.37. Proceeds for 2020 Q2 will be reported out in Aug 2020.
City of Hawthorne to draft goals for 2021. SBCCOG staff continues to reach out to businesses and began certifying businesses in Torrance.

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

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

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

As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (60), Lawndale (27), Hawthorne (43), Redondo Beach (16), El Segundo (15), Gardena (15), Carson (12), Inglewood (10), Manhattan Beach (8), Palos Verdes Estates (7), Rancho Palos Verdes (7), Hermosa Beach (5), Rolling Hills Estates (4), Lomita (3), Lennox (2), and Los Angeles County – Community of Westmont (1) for a total of **234** businesses in the program as of the end of June 2020.

**Transportation**

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

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

*Status of goals:* 73 outreach events; 5 vanpool or rideshare meetings; 3 Survey Engagement

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

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

Work continued to organize and plan for a virtual calendar of events where Metro’s MEL program materials will be distributed. During this period, MEL materials were distributed as part of the SBCCOG information packets at 5 SBCCOG virtual outreach events.

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

**Outreach Events**

In June:

- 1 Virtual Business Event
- 5 Virtual Networking Meetings

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

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

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

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

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

Earned Media/Articles/Network TV
- No earned media this month.

Volunteer Program
Status of Program: 7.5 hours for June 2020
Grand total as of 6/30/2020 - 20,288.67 (starting April 2008)
Volunteer participation remains low. At present only a few volunteers are contributing to SBCCOG programs working from their homes.
South Bay Cities Council of Governments

July 13, 2020

TO: SBCCOG Steering Committee

FROM: Steve Lantz, SBCCOG Transportation Director

RE: SBCCOG Transportation Update Covering June 2020

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

Federal

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

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

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

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

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

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

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

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

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

State

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

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

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

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

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

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

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

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

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

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

For years, the rideshare companies have touted the ad-hoc work schedule as an attractive perk for drivers. However, one of the major downsides has been that drivers are on the hook for incurring numerous work expenses, including gas, car maintenance, insurance, and more. A report commissioned by UBER projected that the new requirement will result in an 80 to 90 percent reduction in the number of drivers.
Metro Restored Some Bus Service; Continues Social Distancing Policies

Metro implemented bus service changes on June 21st in response to growing demand by adding bus trips to 95 of the lines currently running daily and increasing the frequencies on selected heavily used bus lines. The agency will continue to use larger, 60-foot articulated buses on all trips on selected lines to the extent possible in support of social distancing.

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

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

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2f%2f%2fl%2fmeeteup-join%2f219%3ameeting_ZGRkZjU2MlItNDc3NC00N2M4LWkJZTItMzk1YzdiMDJhNWEz%40threav2%2fl%2fcontext%3d%257b%2522Tid%2522%3a%257d%2522%2522%2522%2522%2522%2522%2522ab57129b-dbfb-4c4c-8e79-1c0b5338c00&directDl=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true

Metro To Overhaul Policing Of Buses, Trains and Stations, Offer Promotional Fares

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

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

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

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

Trends

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pushing into public transport services in this way places Uber is in direct competition with Via, which runs numerous on-demand transit services in partnership with transport authorities through the U.S. and Europe (as ViaVan).
## City Attendance at Meetings

### June 2020

<table>
<thead>
<tr>
<th>Monthly Meetings</th>
<th>Carson</th>
<th>El Segundo</th>
<th>Gardena</th>
<th>Hawthorne</th>
<th>Hermosa Beach</th>
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<td>City Managers Meeting 6/3</td>
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<td>G. Grammer</td>
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<td>Homeless Service Task Force</td>
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<td>Transportation Committee</td>
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<td>D. Valentine</td>
<td>S. Armato</td>
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<td>E. Sassoon</td>
<td>N. Razepoor</td>
<td>C. Eder</td>
<td>C. Horvath</td>
<td>T. Semaan</td>
<td>L. Scott</td>
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<td>P. Furey</td>
<td>A. Reyes</td>
<td>R. Roque</td>
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### Cities that attended
South Bay Cities Council of Governments

July 13, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

RE: Bills to Monitor and for Action – Status as of July 6, 2020

NOTE: Positions in **bold** are changes since last meeting

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

FINANCE

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

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<th>Bill</th>
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<th>Action</th>
<th>Committee</th>
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<tr>
<td>AB 3107 (Bloom)</td>
<td>Planning and zoning: general plan: housing development. Notwithstanding any inconsistent provision of a city’s or county’s general plan, specific plan, zoning ordinance, or regulation, would require that a housing development be an authorized use on a site</td>
<td><strong>OPPOSE</strong> (5/28/20)</td>
<td>7/1/20 Senate Housing Committee</td>
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<td>Bill</td>
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<td>SB 902 (Wiener)</td>
<td>AMENDED 5/21/20: Planning and zoning: housing development: density. Would authorize a local government to pass an ordinance, notwithstanding any local restrictions on adopting zoning ordinances, to zone any parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area, a jobs-rich area, or an urban infill site, as those terms are defined. Would require the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to determine jobs-rich areas and publish a map of those areas every 5 years, commencing January 1, 2022, based on specified criteria. Would specify that an ordinance adopted under these provisions is not a project for purposes of California Environmental Quality Act.</td>
<td>OPPOSE (5/28/20) (4/23/20) (Ltr to Sen Approp. 6/4/20) (Ltr sent to Sen.Housing 5/4/20)</td>
<td>6/29/20 Assembly Local Government Committee</td>
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<td>SB 1120 (Atkins)</td>
<td>Subdivisions: tentative maps. Would require a proposed housing development containing 2 residential units to be considered ministerially, without discretionary review or hearing, in zones where allowable uses are limited to single-family residential development if the proposed housing development meets certain requirements, including that the proposed housing development would not require demolition or alteration requiring evacuation or eviction of an existing housing unit that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.</td>
<td>OPPOSE (6/8/20) (Ltr to Sen Approp Comm 6/8/20)</td>
<td>6/29/20 Assembly Local Government Committee</td>
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<tr>
<td>SB 1299 (Portantino)</td>
<td>Housing Development. Incentives. Rezoning of Idle Retail Sites. Would, upon appropriation by the Legislature, require HCD to administer a program to provide incentives in the form of grants allocated as provided to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to</td>
<td>SUPPORT (5/28/20) (Ltr to Sen Approp. 6/4/20)</td>
<td>6/29/20 Assembly Housing &amp; Community Dev. Comm.</td>
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</tbody>
</table>

Based on responses from city Community Dev. Directors (Ltr to Asm Approp 6/4/20)
### Local Planning

**SB 1385 (Caballero)**

Local Planning. Housing in Commercial Zones. This measure, the Neighborhood Homes Act, would deem a housing development project, as defined, an authorized use on a neighborhood lot that is zoned for office or retail commercial use under a local agency’s zoning code or general plan. Would require the density for a housing development under these provisions to meet or exceed the density deemed appropriate to accommodate housing for lower income households according to the type of local jurisdiction, including a density of at least 20 units per acre for a suburban jurisdiction.

<table>
<thead>
<tr>
<th>LCC supports</th>
<th>LCC supports</th>
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</table>

### Public Safety

**AB 1314 (McCarty)**

Law enforcement use of force settlements and judgements: reporting: Would require municipalities, as defined, to annually post on their internet websites specified information relating to use of force settlements and judgements, including amounts paid, broken down by individual settlement and judgment, information on bonds used to finance use of force settlement and judgment payments, and premiums paid for insurance against use of force settlements or judgements.

<table>
<thead>
<tr>
<th>RECOMMEND SUPPORT</th>
<th>6/29/20 Assembly Local Government Committee</th>
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### Telecommunications

**SB 1130 (Gonzalez)**

Telecommunications: California Advanced Services Fund. Would require the Public Utilities Commission to develop, implement, and administer the California Advanced Services Fund program to encourage deployment of 21st century-ready communications, as provided. Would provide that the goal of the program is to, no later than December 31, 2024, approve funding for infrastructure projects that will provide high-capacity, future-proof infrastructure, as defined, based on current engineering and scientific information at the time of program application, as provided. Would require the commission, in approving infrastructure projects, to approve projects with a goal of providing high-capacity, future-proof communications.

<table>
<thead>
<tr>
<th>RECOMMEND SUPPORT</th>
<th>Assembly Communications &amp; Conveyance Committee Hearing Date: 7/14/20</th>
</tr>
</thead>
</table>
infrastructure to households that are unserved areas, as defined, or unserved high-poverty areas, as defined.

**POTENTIAL BALLOT MEASURE**

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

**FEDERAL**

| **HR 530** (Eshoo) | Accelerating Wireless Broadband Deployment by Empowering Local Communities Act of 2019. Overturns the FCC’s September order preempting local authority over small cell wireless infrastructure on January 14, the day the order took effect. Would not preclude future FCC or congressional preemption of cities on wireless infrastructure, but it would halt the FCC’s harmful preemption order, which ignored the input of hundreds of local governments. The bill also complements ongoing efforts to overturn the FCC order in federal courts, and the investigation by congressional leaders into alleged attempts by the FCC to thwart that litigation. | SUPPORT & REQUEST CO-SPONSORS (2/11/19) Endorsed by NLC, NATOA, NAC | 1/25/19 House Energy & Commerce Committee - Subcommittee on Communications & Technology |

| **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. | SUPPORT (6/8/20) | 1/25/19 House Ways & Means, Energy & Commerce, Foreign Affairs – referred to Subcommittee on Energy |

| **HR 1507** (Blumenauer) | The Bicycle Commuter Act of 2019. Official summary in progress. Would allow cyclists to deduct more than $50 per month and write off bike-share memberships. | MONITOR | 3/5/19 House Ways and Means Committee |
2020 Legislative Session Calendar
July 13 Legislature reconvenes from Summer Recess
July 31 Last day for policy committees to hear and report fiscal bills to fiscal committees
Aug. 7 Last day for policy committees to meet and report bills
Aug. 14 Last day for fiscal committees to meet and report bills
Aug. 17-31 Floor session only. No committee may meet for any purpose except Rules Committee, bills referred pursuant to Assembly Rule 77.2, and Conference Committees
Aug. 21 Last day to amend bills on the floor
Aug. 31 Last day for each house to pass bills
Final Recess begins upon adjournment
Sept. 30 Last day for Governor to sign or veto bills passed by the Legislature before Sept. 1 & in the Governor's possession on or after Sept. 1
Oct. 1 Bills enacted on or before this date take effect January 1, 2021.
Nov. 3 General Election.
Nov. 30 Adjournment sine die at midnight
Dec. 7 2021-22 Regular Session convenes for Organizational Session at 12 noon.
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Model Resolution Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions

Whereas California’s energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

Whereas the state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state’s climate goals; and

Whereas clean, affordable and reliable energy is crucial to the material health, safety and well-being of [CITY NAME] residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

Whereas the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to our city’s success in a highly competitive and increasingly regional and global marketplace; and

Whereas [CITY NAME], its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements; and

Whereas building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for [CITY NAME] residents and businesses; and

Whereas the City understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

Whereas [CITY NAME] understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses. NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of [CITY NAME], as follows:

That the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state’s climate goals and supports proposed state legislation and regulation that retains local control by allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.
California’s Clean Energy Future

In 2018 California set a bold goal to achieve carbon neutrality and 100 percent clean energy by 2045. No clear path exists today to get us to that goal. Currently, most of the conversation focuses on an electric generation system that uses solar, wind and batteries. However, those technologies cannot do it alone. To date, natural gas has played an important role in achieving California’s clean air goals and reducing greenhouse gas (GHG) emissions. To achieve California’s 2045 goals, an inclusive and balanced approach is needed — one that is technology-neutral and welcomes all ideas.

To create a clean, affordable and sustainable energy future, three critical questions will need to be successfully answered:

**Reliability**

How will we store energy when the sun isn’t shining, or the wind isn’t blowing?

Wind and solar don’t provide a reliable, continuous power supply; often the power is not available when needed the most. California already produces excess solar and wind energy that can’t be used. As we increase the use of these resources, we will need to figure out long-term storage options to deliver energy when and where people need it.

**Affordability**

How do we keep energy affordable for all Californians?

The total cost of reaching the 2045 target, as well as the full implications to California’s consumers, is unknown. Success depends on using all technologies and resources that can help create a realistic and affordable pathway. We don’t want to create an energy system that deepens the state’s affordability crisis, or has businesses leaving the state.

**Consumer Behavior & Choice**

How do we inspire consumer adoption?

The slow adoption of clean transportation options shows consumer adoption is a critical challenge to meeting our goals. To inspire consumers to reduce their emissions, we must preserve consumer choice and maintain energy options that are affordable and minimize disruption to Californians.

Natural gas will continue to play an important role in our sustainable clean energy future by:

**Reducing Waste**

Using waste streams from our food, sewers and dairy farms to create renewable natural gas (RNG) reduces GHG emissions that would otherwise go into the atmosphere.

**Utilizing Current Infrastructure**

Using technology to convert excess solar and wind energy into renewable gas that can be stored in our existing pipeline system and solve long-term storage challenges.

**Capturing and Using Carbon**

Capturing carbon dioxide (CO₂) from industrial and manufacturing processes before it releases into the air and using it to create solid carbon or RNG.

Working together to advance California’s energy goals.

Making California’s vision a reality will take business leaders, non-governmental organizations, and policymakers working together to re-imagine how California’s energy infrastructure can operate as an interconnected system that maximizes emissions reductions and minimizes waste.

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NEWS RELEASE

Riverside County Joins 113 California Local Governments in Voting to Keep Their Natural Gas Choice

On Tuesday Riverside County became the 114th local government this year to pass a resolution supporting balanced energy policies that preserve consumer choice and keep energy affordable.

LOS ANGELES — December 11, 2019 — Southern California Gas Co. (SoCalGas) today announced that more than 110 local governments across Southern California, representing approximately 8 million people, have passed resolutions in support of affordable and balanced strategies to reduce greenhouse gas emissions. The resolutions urge policymakers to safeguard consumers' ability to choose natural gas, propane, or electric appliances for their homes and businesses. They were passed in response to concerns that state agencies are being called upon to take steps to prohibit the use of affordable natural gas in buildings.

"Advances in renewable natural gas and hydrogen technologies mean that we can meet our climate goals without sacrificing the reliability and resilience of our energy systems and without forcing people to give up their gas stoves, board up their fireplaces and take on costly renovations," said Sharon Tomkins, SoCalGas vice president of strategy and engagement and chief environmental officer. "To meet its ambitious environmental goals, California needs clean gas working together with clean electricity, and most importantly we cannot lose sight of affordability."

A growing number of experts, including researchers at Stanford University, University of California, Irvine, and Lawrence Livermore Labs, have raised concerns that the electrification of buildings, alone, could undercut the state’s environmental goals, while making basic utility services less reliable and more expensive.

“Renewable gases can increase people’s use of renewable energy and combat climate change—and we can’t become carbon neutral without them.” said Dr. Jack Brouwer, Director of the National Fuel Cell Research Center at University of California, Irvine. “These renewable gases are easily stored in the pipelines and also provide a complementary way to deliver renewable energy that will be more reliable and resilient than using the electric grid alone.”

The Energy Futures Initiative (EFI), a research center founded by former US Secretary of Energy Ernest J. Moniz, reached similar conclusions. In a 2019 report on the pathways for achieving deep decarbonization in California, EFI found that meeting California’s environmental goals will require a
range of clean energy pathways, including clean fuels like renewable natural gas (RNG), hydrogen and biofuels.

“Once we realized what was at stake—the lack of affordable energy options, the loss of local control, and the negative impacts to businesses and residents who rely on natural gas—we knew we had to act. When it comes to energy, our residents deserve choice” said La Habra City Councilman Tim Shaw.

“The cost of living in Southern California is already too expensive for most of the families I represent,” said South Gate Mayor Belen Bernal. “Switching to electricity-only would mean higher utility bills that people just can’t afford. Maintaining a balanced approach is important for my community.”

“The simple process of converting our organic wastes, yard trimmings, and food waste into a recycled natural gas can significantly reduce our overall carbon emissions, and yet, the energy discussion is often dominated by the idea of total electrification,” said Temecula Councilmember Matt Rahn. “As we plan for California’s energy future, we must realize that electrification is not the only solution, and certainly not something that everyone can afford.”

“Mandating a move to a singular utility model loses sight of the financial burden it will create in many Californians’ homes,” said Upland City Councilmember Ricky Felix. “It would also be irresponsible to not have different types of utilities available, especially in emergency situations which would put residents at risk.”

“People should have the choice of what energy source they use—and many prefer natural gas because it’s more affordable,” said Port Hueneme Mayor Will Berg. “In addition, to keep energy reliable and affordable it makes sense to not put all your eggs in one basket.”

“Most residents use natural gas to heat and cook in their homes, so it makes sense to reduce emissions by replacing natural gas with renewable natural gas,” said Tulare County Supervisor Pete VanderPoole. “And using RNG offers the opportunity to further develop this new green energy business right here among the dairies in the Central Valley. We should all want to bring new investment to our state and this region.”

Today, more than 90 percent of homes in Southern California rely on natural gas for space and water heating or cooking. In surveys, Southern Californians regularly report they prefer natural gas for cooking, and home and water heating by a margin of 4 to 1, citing its affordability.

Last year, a study by Navigant Consulting found that replacing 20 percent of the natural gas California uses today with renewable natural gas could reduce emissions equal to making every building in the state electric-only, but at half the cost.

A separate study published last year by the California Building Industry Association (CBIA) found that replacing natural gas appliances in California homes with electric models could lead to more than $7,200 in upfront costs and an annual increase in household energy costs of more than $850.

A survey of registered voters published by CBIA at the time found that more than two-thirds of Californians oppose regulations that would eliminate natural gas use in homes and businesses. More than 80 percent opposed if eliminating natural gas resulted in higher utility bills.
SoCalGas has committed to replacing 20 percent of the natural gas the company purchases with renewable natural gas by 2030 – as part of a broad, inclusive and integrated plan to help achieve California’s ambitious climate goals.

To view a list of the local governments that have passed balanced energy resolutions, click here.

# # #

About SoCalGas

Headquartered in Los Angeles, SoCalGas® is the largest natural gas distribution utility in the United States. SoCalGas delivers affordable, reliable, clean and increasingly renewable natural gas service to 21.8 million customers across 24,000 square miles of Central and Southern California, where more than 90 percent of residents use natural gas for heating, hot water, cooking, drying clothes or other uses. Natural gas delivered through the company’s pipelines also plays a key role in providing electricity to Californians—about 45 percent of electric power generated in the state comes from gas-fired power plants.

SoCalGas’ vision is to be the cleanest natural gas utility in North America, delivering affordable and increasingly renewable energy to its customers. In support of that vision, SoCalGas is committed to replacing 20 percent of its traditional natural gas supply with renewable natural gas (RNG) by 2030. Renewable natural gas is made from waste created by dairy farms, landfills and wastewater treatment plants. SoCalGas is also committed to investing in its natural gas system infrastructure while keeping bills affordable for our customers. From 2014 through 2018, the company invested nearly $6.5 billion to upgrade and modernize its natural gas system to enhance safety and reliability. SoCalGas is a subsidiary of Sempra Energy (NYSE: SRE), an energy services holding company based in San Diego. For more information visit socalgas.com/newsroom or connect with SoCalGas on Twitter (@SoCalGas), Instagram (@SoCalGas) and Facebook.
Home Sharing Concept Paper

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

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

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

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

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

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

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

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

SILVERNEST + SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
Introducing Silvernest

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

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

MONTHLY MEMBERSHIP INCLUDES:

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

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

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

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

<table>
<thead>
<tr>
<th>PREVIOUSLY PLANNED DELIVERABLES</th>
<th></th>
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<tbody>
<tr>
<td>Silvernest homeowner memberships (6 months)</td>
<td>15</td>
</tr>
<tr>
<td>Renter background screens</td>
<td>90</td>
</tr>
<tr>
<td>Partner Services hours (includes basic landing page)</td>
<td>50</td>
</tr>
<tr>
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</table>

<table>
<thead>
<tr>
<th>PROPOSED ADD-ONS FOR PARTNERSHIP SUCCESS</th>
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</thead>
<tbody>
<tr>
<td>Custom blog post</td>
<td>$1,500</td>
</tr>
<tr>
<td>Mailer or flyer</td>
<td>$1,500</td>
</tr>
<tr>
<td>Case worker/counselor training session</td>
<td>$500</td>
</tr>
<tr>
<td>Single email copy and graphics</td>
<td>$1,000</td>
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<tr>
<td>OR</td>
<td></td>
</tr>
<tr>
<td>Email bundle (copy and graphics for 6 emails)</td>
<td>$3,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$4,500 - $6,500</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**                                                                                   **$14,500 - $16,500**
Calculating ROI

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

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

3 YRS  Average time to complete an affordable housing build

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

HOMEOWNER MEMBERSHIPS (15 x 6 MONTHS)

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

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

MONTHLY MEMBERSHIP INCLUDES

- Roommate Matching
- Lease Creation
- Rent Direct Deposit
- Homesharing Guidance

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

RENTER BACKGROUND SCREENS (90)

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

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

Each screen includes the following:

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

PARTNER SERVICES: 50 HOURS

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

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

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

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

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

CUSTOM BLOG POST

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

Example custom blog posts
Proposed add-ons

MAILER OR FLYER/HANDOUT

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

• The needs and concerns of your audience

• The important messages you want to communicate

• Desired call-to-action/contact information

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

Example flyer/handout
Proposed add-ons

IN-DEPTH CUSTOMER CARE TRAINING SESSION

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

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

• Overview and demo of the Silvernest platform and features

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

• Answers to common customer questions

• How to direct customers to Silvernest Customer Support

Example training slides
Proposed add-ons

EMAIL COPY AND GRAPHICS

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

Use these emails to:

• Create awareness of homesharing and this program

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

• Encourage users to convert/complete the registration process

• Provide education and resources

Example email with copy and graphics
Thank you.

CONTACT

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

This Service Agreement (the “Agreement”) between Silvernest, Inc., a Delaware corporation (“Silvernest”) and South Bay Cities Council of Governments (“SBCCOG”), is entered into June 30, 2020 (the “Effective Date”). Silvernest and South Bay Cities Council of Governments are individually referred to as a “Party” and collectively referred to as the “Parties.”

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

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

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

3. **Term and Termination.** The term of this Agreement shall commence on the Effective and shall expire on June 30, 2021 unless earlier terminated as provided herein. Either Party may terminate this Agreement upon fifteen (15) days’ written notice to the other Party. Any terms of this Agreement that by their nature extend beyond its termination shall remain in effect. In the event that this Agreement is terminated, the Parties shall immediately cease using the collaborative marketing materials and remove the any reference to the other party on its website or marketing materials.

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

5. **Warranty Disclaimer.** SILVERNEST’S SERVICES ARE PROVIDED “AS IS”, WITH ANY AND ALL FAULT AND WITHOUT ANY WARRANTY OF ANY KIND AND EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
6. **Indemnity.**
   a. Silvernest shall indemnify, defend and hold SBCCOG and its directors, officers, employees and agents harmless from and against any and all third-party claims, liability, damages, losses, expenses, penalties, fines, and interest (including reasonable attorney fees and litigation expenses) arising from or related to a claim that the Silvernest Homesharing Services infringe the intellectual property rights of such third party.
   b. SBCCOG shall indemnify, defend and hold Silvernest and its respective directors, officers, employees and agents harmless from and against any and all third-party claims, liability, damages, losses, expenses, penalties, fines, and interest (including reasonable attorney fees and litigation expenses) arising from, related to or caused in whole or in part by the grossly negligent act, intentional act, omission, willful misconduct or bad faith of SBCCOG.
   c. The Party seeking indemnity (“**Indemnified Party**”) shall promptly notify the Party from whom it seeks indemnity (the “**Indemnifying Party**”) promptly in writing of any claim, demand, suit or proceeding or of any act, omission or occurrence for which the Indemnified Party may seek indemnification from the Indemnifying Party. In the case of any claims, demand, suit or proceeding, any notice must be in time to allow the Indemnifying Party to timely file an answer or otherwise defend such claim. The Indemnifying Party shall control the defense of any claim.

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

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

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

c. Recipient’s obligations shall not apply to any of Discloser’s Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient’s possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Recipient by the Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser’s Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser’s Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient provides prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure.
d. All of Discloser’s Confidential Information are the property of Discloser and no license or other rights to the Discloser’s Confidential Information is granted or implied hereby. All materials (including, without limitation, documents, drawings, papers, models, apparatus, sketches, designs and lists) furnished by Discloser to Recipient (whether or not they contain or disclose Discloser’s Confidential Information) are the property of the Discloser. Within five (5) days after any request by Discloser, Recipient shall destroy or deliver to Discloser, at Discloser’s option, (a) all Discloser-furnished materials and (b) all materials in Recipient’s possession or control (even if not Discloser-furnished) that contain or disclose any of the Discloser’s Confidential Information. Recipient will provide Discloser a written certification of Recipient’s compliance with Recipient’s obligations under this Section.

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

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

Silvernest, Inc.  

[Signature]  

[Print Name and Title]  

[Date]

South Bay Cities Council of Governments  

[Signature]  

[Print Name and Title]  

[Date]
EXHIBIT A

Description of Services:

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

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

As part of this Agreement, SBCCOG will:

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

Fees for Services:

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

• less than fifteen (15) homeowners and ninety (90) renters or equivalent do not take advantage of the free services prior to June 30, 2021
• less than 50 strategic partnership guidance hours were used.

Outside of the Services provided above, expenses associated with the production of marketing materials and campaigns will be assumed by SBCCOG. Additionally, unless otherwise agreed in this Agreement,
each Party shall be responsible for its own costs and expenses with respect to its obligations under this Agreement. Silvernest will invoice SBCCOG for the fees due hereunder and SBCCOG will pay upon receipt.
SBCCOG Board of Directors’ Meeting
Thursday, July 23, 2020 @ 6:00 pm
Conducted Via Zoom

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, July 23, 2020 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record. Unless otherwise noted in the Agenda, the Public can only provide written comment on SBCCOG related business that is within the jurisdiction of the SBCCOG and/or items listed on the Agenda which will be addressed during the Public Comment portion of the meeting (Item #IV).

ACCESSING THE MEETING:
Register in advance for the Board meeting using the below link:
https://scag.zoom.us/meeting/register/tJIld-uorDsqhEYyjlrAPN_G-rVEpc0Lrw

After registering, you will receive a confirmation email containing information about joining the meeting.

DRAFT AGENDA

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

II. INTRODUCTIONS

III. CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

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

VI. CONSENT CALENDAR (6:10 pm)
   Matters listed under Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and considered separately.
   
   A. June Board Meeting Minutes (attachment) – Approve
   
   B. Contract with FMF Pandion for Dominguez Channel Watershed Management Group (attachment) – Approve
   
   C. Contract Renewal with Ygrene (attachment) – Approve
   
   D. Legislation of Interest to SBCCOG (attachment) – Approve
   
   E. 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)
         a. Metro Service Council Report by Ralph Franklin
         b. League of California Cities & La Division Legislative Committee (Bea Dieringer & Jeff Kiernan)
c. SCAG & Committees
   1. Regional Council (Judy Mitchell, Mark Henderson, James Gazeley)
   d. Air Quality Management District (Judy Mitchell, Joe Buscaino & Denny Shaw)
   e. South Bay Association of Chambers of Commerce (Olivia Valentine)
   f. South Bay Workforce Investment Board (Chris Cagle)

VII. PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)
     A. COVID-19 Business Impact & Reopenings (6:10 pm)
        1. Mark Wilbur, President & CEO, Everything HR & Employers Group & Biz Fed
     B. COVID-19 Impacts to Restaurants (6:30 pm)
        1. Jackson Kalb, Restaurant Association

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

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (7:00 pm)
     A. South Bay Fiber Network
     B. Senior Services
     C. Homeless Services
     D. SCAG Regional Early Action Program funds to accelerate housing
     E. Office Update
     F. Sharing City Responses to the Coronavirus, Reopening Strategies, Protests and Other Challenges – discussion

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

XI. UPCOMING EVENTS & ANNOUNCEMENTS

XII. ADJOURNMENT

Next Board meeting - Thursday, August 27, 2020