South Bay Cities Council of Governments

Steering Committee
AGENDA
Monday, August 10, 2020
Conducted via Zoom
12:00 pm – 2:00 pm

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, August 10, 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.  CONFIRM THE QUORUM

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

III.  ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

IV.  PUBLIC COMMENT

V.  CONSENT CALENDAR — action items noted, remainder are receive & file – 12:05 pm
    A.  Steering Committee – July 13, 2020 meeting minutes attached (Pages 5-10)
        ■  ACTION: Approve

    B.  Integrated Pest Control Memorandum of Understanding with McGowan Consulting
        ■  MOU attached (Pages 11-15)
        ■  ACTION: Recommend board approval

    C.  Sanitation Districts of Los Angeles County Contract Renewal
        ■  Scope of Work attached – MOU to be received by August 19 (Pages 17-19)
        ■  ACTION: Recommend board approval

    D.  Contract with ICF for regional engagement, outreach, and implementation support for the Southern California Regional Energy Network (SoCalREN) Residential Sector
        ■  Scope of Work & Terms and Conditions attached (Pages 21-35)
        ■  ACTION: Recommend board approval subject to legal and final review

    E.  South Bay Chamber of Commerce Memberships
        ■  Memo attached (Pages 37-38)
ACTION: Recommend board approval

F. Status of 2020 General Assembly Sponsorships
   ■ 16 sponsorships totalling $58,500 have agreed that SBCCOG can keep their contribution
   ■ 7 sponsorships totalling $18,250 have asked for refunds

G. South Bay Environmental Services Center Activities Report – attached (Pages 39-44)

H. Dues paid as of August 1
   ■ El Segundo, Hawthorne, Hermosa Beach, Inglewood, Lomita, Rolling Hills, Rolling Hills Estates

I. City Attendance at SBCCOG meetings
   ■ Matrix attached (Page 45)

VI. ACTION ITEMS
J. LA vs. Hate – guest presenter - Terri Villa-McDowell, LA County Program Coordinator – 12:10 pm
   ■ LA vs Hate is a community-centered creative campaign to encourage and support all residents of Los Angeles County to unite against, report, and resist hate.
   ■ At lavshate.org, there are resources to help build community strength and remind friends and family of the importance of standing up to hate in LA County. If you are a the victim, or witness of, a hate incident or a hate crime, you can report the incident/crime with 211 (safely & anonymously). 211 is not affiliated with law enforcement. The 211 LA report will not be shared with any law enforcement entities.
   ■ ACTION: Recommend to the Board that the SBCCOG endorse 211 and South Bay vs. Hate posters

K. Legislative Issues – 12:25 pm
   ■ Legislative Matrix – attached (Pages 47-53)
   ■ Commercial Property Owners for Fair Lending - www.fairnessinlending.org – consideration requested by Chair Valentine
     o U.S. Rep. Van Taylor (R-TX) has circulated a draft bill that would require the Department of the Treasury to establish and administer a facility to guarantee certain preferred equity investments in commercial real estate borrowers affected by the COVID-19 pandemic. The bill will be called the “Helping Open Properties Endeavor Act of 2020” or the “Hope Act of 2020” (the “Act”)
     o The HOPE Act provides borrowers of commercial mortgages, who have been hit the hardest economically by COVID-19, financial assistance through the HOPE Preferred Equity lending facility. Guaranteed by the Department of the Treasury, financial institutions will originate preferred equity instruments to borrowers. Many of these borrowers have commercial mortgages whose loan covenants typically prohibit taking on additional debt. By providing preferred equity, these borrowers can get relief without violating their loan covenants.
   ■ Recommend Brown Act legislation modification where hybrid meetings would be allowed – post only host address? – CALCOG working on this
   ■ ACTION: Recommend positions to the Board of Directors

L. Board Meeting agenda development – 12:40 pm
   ■ August – draft agenda attached – Adaptation work by Naomi Albert – Civicspark; Larry Kosmont (Pages 55-56)
   ■ September – Dr. Thomas Parham, President, Cal State Dominguez Hills – confirmed
   ■ October - Dr. Eric Daar, M.D. re: Coronavirus vaccine development. He is a Division Chief at Harbor and Professor of Medicine at UCLA School of Medicine, is an Infectious Disease specialist and has been selected by Dr. Fauci to be one of the directors of a Covid vaccine testing site.
   ■ November – Pros & Cons on Balanced Energy?
   ■ ACTION: Recommend programs of interest for Board presentations
M. Special Board meeting – **12:50 pm**
- Time – 6:00 pm to 8:00 pm – Thursday, August 20
- Title is: “A Dialogue for Elected Officials – All You Want to Know About Police Operations”
- Speakers will be Inglewood Mayor James Butts and LA Councilman Joe Buscaino for about 30 minutes and then Q and A
- Format suggestions attached **(Pages 57-58)**
- Questions from the Board are requested in advance
- **ACTION:** Provide direction

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

VII. INFORMATION ITEMS

O. Transportation Update – **1:05 pm**
- Steve Lantz to provide status of Metro funding and effects on South Bay Measure R & M Programs
- Monthly Transportation Report – **attached (Pages 59-65)**

P. South Bay Fiber Network – **1:15 pm**

Q. Tech Talks – **1:05 pm**
- New series to bring issues that to share with participants of the South Bay Fiber Network.
- Zoom meeting on Wednesday, August 19 @ 10 am for IT Directors and others from city staff.
- Speakers are from Kivu Consulting - the consultants who are helping Torrance recover from their cyber attack. To discuss:
  - The current threat environment we are all facing, No one is immune as Garmin shows.
  - The increase in ransom demands, Garmin was 10 Million initial ransom.
  - The rise in data theft, they will take your data and use it to extort you.
  - How and why these guys are targeting organizations, yes they will target you too…
  - Then - some methods and tools to minimize your attack surface, and if you do get hit, to get you back up quickly.
    i. Building Defense in Depth, it is more than just a firewall
    ii. Safeguarding Data – Encryption!
    iii. Creating a Disaster Plan that works, are your backups safe?

R. SCAG Regional Early Action Program funds to accelerate housing – **1:10 pm**
- SBCCOG will be meeting with staff to consider developing planning and GIS capacity at the SBCCOG with SCAG funding for use by cities

S. Update on Homeless Program and Innovation Project Funding – **1:15 pm**
- City data was released last Thursday, July 30th. For specific information on the cities, please visit the dashboard on the LAHSA website: [https://www.lahsa.org/data?id=45-2020-homeless-count-by-community-city](https://www.lahsa.org/data?id=45-2020-homeless-count-by-community-city)
- Attached is the SPA 8 demographic information sheet. This is a compilation of surveys conducted throughout the SPA to develop a "picture" of homelessness in SPA 8. **(Page 67)**
- The next meeting of the Homeless Services Task Force is September 2nd from 3-5pm. A representative from Pallet Shelter will be presenting: [https://www.palletshelter.com](https://www.palletshelter.com). There is a "shelter" community in the City of Riverside.
- Here is the link to their case study:
T. Update on Senior Services – 1:20 pm
   Dr. Eric Daar, Investigator with The Lindquist Institute and Chief, Division of HIV Medicine, Harbor-UCLA Medical Center, presented at the July 28th meeting of the Senior Services Working Group. He has been chosen by Dr. Fauci to head up one of the COVID-19 vaccine studies, one of 3 in LA County and the only one in the South Bay. He shared the website for volunteers to register:

   To sign up as a volunteer for a COVID-19 Prevention Clinical Study, visit: [https://coronaviruspreventionnetwork.org/](https://coronaviruspreventionnetwork.org/)

   The purpose of this screening registry is to create a list of potential volunteers who want to take part in current or future COVID-19 prevention clinical trials. You must be 18 years or older to participate. Participation involves completing a short online survey that includes some personal questions. Your participation is voluntary.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
   Other updates since agenda distribution – 1:25 pm

NEXT STEERING COMMITTEE MEETING – Monday, September 14, 2020 @ 12:00 pm @ TBD
South Bay Cities Council of Governments

Steering Committee
July 13, 2020 Minutes

Attendees: Olivia Valentine (Chair, Hawthorne), John Cruikshank (2nd Vice Chair, Rancho Palos Verdes), Christian Horvath (Immediate Past Chair – Redondo Beach), Britt Huff (Rolling Hills Estates), Cedric Hicks (Carson), Hildy Stern (Manhattan Beach), Kenny Kao (Palos Verdes Estates), Stacey Armato (Hermosa Beach), Paulette Francis (Gardena), Jim Gazeley (Lomita), SBCCOG: Jacki Bacharach, Kim Fuentes, Wally Siembab, Steve Lantz, Grace Farwell, David Leger, Natalie Champion
Metro: Jocelyn Rivera-Olivas (Hahn), Mike Bohlke (Butts), Mark Dierking
So Cal Gas: Faviola Ochoa
LA County DPW: Pamela Manning
SBACC rep: Henry Rogers
Public: Steve Takemoto, Jim Hannon

I. INTRODUCTIONS

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

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA - ADD I-105 EXPRESS LANE LETTER

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
      ■ ACTION: ApproveD HORVATH/HUFF

   B. Ygrene Contract Renewal
      ■ Draft contract attached
      ■ ACTION: RecommendED board approval

   C. Office Update – attached
   COVID CASE IN THE BUILDING

   D. South Bay Environmental Services Center Activities Report – attached

   E. Monthly Transportation Report - attached

   F. City Attendance at SBCCOG meetings
      ■ Matrix attached

   REMOVED:
   G. Contract with FMF Pandion for Dominguez Channel Watershed Management Group
      ■ Draft contract attached
      ■ ACTION: RecommendED board approval PENDING LEGAL REVIEW – HICKS/CRIUKSHANK

VII. ACTION ITEMS
H. Legislative Issues – 12:10 pm
Comments on July 9 Legislative Briefing – LEGISLATORS NOT BRIEFED ON TIME RESTRICTION REQUESTS!

a. VALENTINE – SO GLAD LEGISLATORS THERE – JUST KEPT GOING. GOOD DISCUSSION.

b. CRUIKSHANK – AGREED. GREAT MEETING. ALLEN LEARNED THINGS

c. HORVATH - GOOD DIALOGUE. LEAGUE POSITIONS CALLED OUT. CONVERSATION IS SO MUCH BETTER THAN 3-5 MINUTE UPDATE. LEAGUE WANTS TO TAKE PRAGMATIC APPROACH AND PICK THEIR BATTLES. RE-ENGAGE WITH WHITE PAPERS WITH THE LEAGUE

d. KAO – GREAT MEETING. LEAGUE POSITIONS QUESTIONED.

Legislative Matrix – attached

Added: SB1130 & AB 1314 – CAN COMMENT ON TORRANCE IDENTIFIED BILLS – put on board agenda and take action there.

AB 1314

i. KAO - HOW WOULD CONTRACT CITIES DEAL WITH THIS? CLARIFY? FOCUS ON SHERIFF STATIONS. FEEDBACK FROM CONTRACT CITIES

ii. VALENTINE – DIFFERENCE FRA SETTLEMENT & JUDGMENT. SETTLEMENT DOESN’T MEAN SOMETHING WAS WRONG – IT’S A RISK MANAGEMENT DECISION. COULD BE COST PROHIBITIVE, NOT SOMETHING WRONG – THEREFORE MISLEADING TO INCLUDE SETTLEMENTS.

iii. HORVATH – FROM TAXPAYER PERSPECTIVE, IT’S A SETTLEMENT – TAXPAYER MONEY. THEREFORE TRANSPARENT WITH FUNDS. COULD EXPLAIN WHY THEY SETTLED.

iv. HUFF – EXPLAIN DIFFERENCE FRA SETTLEMENT & JUDGEMENT.

v. STERN – CONCERN RE: BIFURCATING SETTLEMENTS & JUDGEMENTS – WOULDN’T EXPLAIN ALL THAT HAVE COME BEFORE THE MUNICIPALITY. INCLUDE BOTH

vi. ACTION: GET MORE INFORMATION TO BRING TO BOARD – BUT RECOMMEND SUPPORT

SB 1130 – CONSISTENT WITH SBCCOG’S WORK – SUPPORT RECOMMENDED BY HORVATH/HICKS

Letter of support for balanced energy choices

Several cities in the South Bay adopted this resolution.

- Carson, Lomita, Rancho Palos Verdes, El Segundo, Inglewood

Consider as a model resolution for other communities. The following local groups have voted to support and will be sending in a formal letter of support.

- South Bay Chambers of Commerce, Harbor Association of Industry and Commerce, Redondo Beach Chamber of Commerce

STERN – DOESN’T SUPPORT THE LETTER OR RESOLUTION. IDENTIFIES 3 REASONS. FIRST IS LOCAL CONTROL. MISGUIDED. ENVIRONMENTAL ISSUES NOT SPECIFICALLY LOCAL. REQUIRE SWEEPING ACTIONS TO BE EFFECTIVE. THIS IS CAL GAS PROTECTING THE RELEVANCE OF NATURAL GAS. DISPROPORTIONATELY EFFECTS LOWER INCOME HOUSEHOLDS THEY SAY. NOT PROVEN OUT – THIS INCENTIVIZES RELIANCE ON GAS AND WE SHOULD BE INCENTIVIZING RELIANCE ON ELECTRICITY. WE NEED TO DO WHAT WE CAN DO TO ADDRESS CLIMATE CHANGE.

HENRY ROGERS – HAIC & SBACC & RBCC– SUPPORT IT FOR LOCAL CONTROL, RELIABILITY, AFFORDABILITY AND CONSUMER CHOICE. THIS IS A BETTER, MORE HOLISTIC APPROACH. SHOULDN’T PICK WINNERS AND LOSERS.

HORVATH – DISAGREES WITH ROGERS. SBCCOG IS ENVIRONMENTALLY CONSCIOUS. WE HAVE WORKED HARD IN CAPS, ETC. ONLY 25 YEARS TO RESPOND TO DEADLINES. NATURAL GAS IS CONTRIBUTOR. CPA HAS SET GOALS TO INCENTIVIZE PEOPLE TO MOVE TO ELECTRICITY.
CRUIKSHANK – AGREES WITH RESOLUTION. RPV VOTES 5/0 AND THEY ARE ENVIRONMENTALLY SENSITIVE. SENIORS TO GO TO ALL ELECTRIC WOULD BE COST PROHIBITIVE. NEED MIXTURE OF ENERGY SOURCES. GAS IS INEXPENSIVE. TOO MANY BURDENS ON RESIDENTS NOW.

HENRY ROGERS – AGREES WITH CRUIKSHANK. NEED MIXED APPROACH.

STERN – MUCH OF EFFORTS ARE FOR FUTURE BUILDING AND REACH CODES TO INCLUDE ELECTRIFICATION. COUNTER-INTUITIVE TO SBCCOG’S PROGRESS

GAZELEY – SUPPORTS THE MEASURE

LETTER OF SUPPORT MOTION – HICKS/GAZELEY – 6 YES – 4 NOS – ADD TO BOARD AGENDA – YES – HICKS, GAZELEY, CRUIKSHANK, KAO, VALENTINE, FRANCIS NO HUFF, STERN, ARMATO HORVATH

- SUMMARY ACTION: Recommend support of SB 1130 and GET MORE INFORMATION ON AB 1314 and letter of support for balanced energy choices

I. Update on Homeless Program and Innovation Project Funding  - 12:20 pm – Grace
- 7 elected officials attended the July 1 meeting
- Innovation Funding
  - Homeshare proposal from Silvernest – attached – LEGAL ISSUES BEING WORKED OUT – IDENTIFIED BY JENKINS
  - PATH’s re-assignment – TRANSITION FROM OUTREACH TO CASE MANAGEMENT. CAN’T DO POLICE RIDEALONGS DUE TO COVID. WOULD HAVE TO CONSIDER WHETHER THEY COULD DO THAT. WILL RE-EVALUATE IN 6 MONTHS RE: ASSIGNMENTS. OUTREACH – LOTS OF HOMELESS ALREADY BEEN TOUCHED – THIS IS THE EVOLUTION OF THE PROGRAM – LESS OUTREACH, MORE CASE MANAGEMENT.
  - ENCOURAGE CITIES TO USE LAHOP – Torrance using this well. Can always reach out to the SBCCOG. SBCCOG HAS Quarterly meetings with Harbor Interfaith and PATH.
  - FARWELL – OLDER PEOPLE TELL SENIOR CENTER PEOPLE THESE STORIES. THAT’S WHY WE ARE INTERESTED IN HOME SHARING. WILL REACH OUT TO VILLAGES WITH SILVERNEST AND SENIOR CENTERS AND SERVICE PROVIDERS.
  - SILVERNEST CONTRACT – HORVATH/STERN – APPROVED TO PUT ON BOARD AGENDA

J. Comments to Metro on Long Range Transportation Plan
- Draft comments attached – deadline today- July 13.
- KAO – COVID – IGNORED. METRO SAYS THEY WILL GET BACK TO ORIGINAL RIDERSHIP IN 18 MO TO 2 YEARS.
- ACTION: ApproveD comments. HORVATH/KAO - SEND TO METRO BOARD MEMBERS – APPROVED

ADD I-105 EXPRESS - LANE LETTER – now two lanes – cost went from $175 to $676 million. Letter sent by Huff 3/19 to support another funding source for the $175 mil project. – TIME CRITICAL – HORVATH/ARMATO APPROVED. SUPPORTS APP FOR STATE GRANT.
K. Board Meeting agenda development – 12:30 pm
- July – draft attached – BizFed person, restaurant association person
- August – Adaptation work by Naomi Albert – Civicspark, KOSMONT – YES.
- September - LTN project
- Dr. Thomas Parham, President, Cal State Dominguez Hills - invited

L. 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 – MAXINE WATERS, RIDLEY-THOMAS FROM LA 92
  - SOUTHERS @ ADL – CONSIDER POLICE AUDITS BY INDEPENDENT PARTIES FOR CITIES BEFORE THEY CHANGE FUNDING. CIVILIAN OVERSIGHT (NEED PEOPLE IN THE ROOM THAT YOU ARE TRYING TO SERVE?) PEOPLE ARE TIRED OF POLICE SAYING THEY NEED MORE TRAINING AND YET SAME OUTCOMES. POLICE DON’T FEEL SUPPORTED – MORALE HAS NEVER BEEN LOWER BUT THERE IS A COMMUNITY FRUSTRATION THAT NEEDS TO BE RESPECTED. PEOPLE AREN’T MAKING THESE THINGS UP. CHALLENGING TIME. HOLD DEPARTMENTS ACCOUNTABLE BY HOLDING CHIEFS ACCOUNTABLE. THEY NEED TO PICK THE RIGHT PERSON AND HOLD THEM ACCOUNTABLE.
    i. POLICE UNIONS PLAY A HUGE ROLE. VERY INFLUENTIAL. SUPPORT CANDIDATES. IN CALIF. OFFICERS SOMETIMES HAVE MORE RIGHTS THAN VICTIMS DO. THEY HAVE TO AGREE THAT THEY MUST BE PART OF REFORM.
    ii. MINNEAPOLIS HAS EXCEPTIONALLY HIGH RATE OF EXONERATING POLICE OFFICERS.
    iii. CALIFORNIA TRAINING AND DISCIPLINE IS GOOD. ACTIONS CAN BE LEGAL BUT NOT NECESSARY SO NO DISCIPLINE IS GIVEN.
    iv. FEMALE OFFICERS MAKE JUST AS MANY ARRESTS BUT NO DEADLY FORCE INCIDENTS. HE THINKS THEY DEAL WITH PEOPLE DIFFERENTLY AND UNDERSTAND DE-ESCALATION. NO STUDIES HAVE BEEN DONE.
    v. HE WOULD LIKE TO SEE: PEER REVIEW ASSESSMENTS OF DEPARTMENTS, CIVILIAN REVIEW BOARDS WITH REAL POWER, SUBPOENA POWER, REGISTRY OF BAD COPS AND ABILITY TO KEEP THEM FROM THIS JOB AND SOME RESPONSE SYSTEM THAT DOESN’T SEND OFFICER WITH FIREARM TO EVERY INCIDENT. PEOPLE WITH BETTER SKILL SETS IN DEALING WITH SPECIAL POPULATIONS. DON’T SEND THE HAMMER BECAUSE EVERYTHING BECOMES A NAIL.
- KAO – WHAT’S GOING TO HAPPEN WITH THE SCHOOLS? – MAYBE FOR AUGUST MEETING. LA COUNTY COVID TESTING PERSON (FIREFIGHTER. ORANGE COUNTY MEETING TONIGHT.
- VALENTINE – HEAR BOTH SIDES
- HORVATH – PLAN ANOTHER SPECIAL MEETING. VALENTINE – DOESN’T WANT A SPECIAL MEETING IF IT’S JUST INFORMATIONAL.
- KAO – MAYBE NO SPECIAL MEETING. – CLAYTON KAZAN – INVITE FOR NEXT THURSDAY?
- VALENTINE WANTS ANOTHER SPECIAL MEETING AS FOLLOW-UP. DISCUSS POLICING PROGRAMS IN CITIES AND SHARE IDEAS TO IMPROVE THE ATMOSPHERE. TOXIC ATMOSPHERE. NEED TO DO SOMETHING ABOUT POLICE MORALE. MORE COMMUNICATION IMPORTANT. SHE’S HAPPY WITH HER POLICE DEPARTMENT. BEST APPROACH – WHAT WORKS, HOW TO IMPROVE.
SIEMBAB – WAIT UNTIL SEPTEMBER FOR SCHOOLS AND THEN SEE HOW IT’S GOING AND ASSESS IMPACT ON OTHER PARTS OF THE CITY SERVICES – COULD BE SEPTEMBER

STERN – NOT TRYING TO OPINE ON THE SCHOOL DISTRICT POLICIES. WE COULD INVITE SCHOOL BOARD MEMBERS OR SUPERINTENDENT. SUGGESTING RE: FOLLOW-UP – HELPFUL – WORK WITH PLANNING COMMITTEE ON NEXT STEPS. TALK OFFLINE WITH SMALLER GROUP. HORVATH, STERN, VALENTINE

LA COUNTY – NO IN SCHOOL INSTRUCTION ANNOUNCED.

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 = $45,000
- None of the sponsors have yet agreed to 2021 sponsorships

M. Approval of Invoices – available at the meeting – 1:00 pm
- METRO INVOICE RESOLUTION – GOING AROUND AND AROUND IN CIRCLES. NOT CONSTRUCTIVE DIALOGUE
- ACTION: ApproveD invoices for payment HORVATH/CRUIKSHANK

VII. INFORMATION ITEMS

N. South Bay Fiber Network Updates – 1:05 pm
- Project Construction - We're still on track for the core ring to be completed and operational by July 31st.
- Still a few lateral hang-ups that we’re working on:
  - Manhattan Beach (aerial pathway vs. digging)
  - Torrance (Lease Agreement to use City-owned conduit
- Work has commenced for Work Order #3
- Working with ADF to find a suitable venue/day for celebration
- MRC is on pace for us to reach $35K/month of signed contracts by the end of this month
  - ADF feels comfortable about reaching this goal and the timing for these contracts (re: cash-flow) to support the new network
- We have an important status meeting with ADF at the end of the month
- MAYBE NO PV TRANSIT? - Next step(s) will be to support their quarterly Board Meeting in September
- 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
- VALENTINE - PUBLIC NEEDS TO HEAR THIS. BRING THIS INFORMATION TO CITY COUNCILS. – SHE WOULD LIKE IT IN HAWTHORNE.
- WALLY DID WHITE PAPER ON SMART CITIES AND WOULD SHARE THAT

O. SCAG Regional Early Action Program (REAP) 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. 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. – MEETING THIS THURSDAY OF COMMUNITY DEV DIRS. TO DISCUSS
SIEMBAB – LOOSENED RULES IN JANUARY AND EXPLOSION OF ADUS AND WE KNOW NOTHING ABOUT IT
HORVATH – HIRING SOMEONE FOR PLANNING IS A GOOD IDEA.

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)
- MONITOR FOR 3 MONTHS HAVING ONLY ONE PERSON ON TRANSPORTATION

Q. Update on Senior Services – 1:30 pm
We are exploring a capstone student to work on Age Friendly. Also Inglewood seems to be coming on board.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
R. Other updates since agenda distribution – 1:35 pm
- Several chambers would like to share with their members the presentation that staff did on the SBCCOG’s housing papers.
- LTN DAC list – ASKED FOR HELP
- FACE Shields DONATED AND AVAILABLE UNTIL THEY RUN OUT

Dues paid – El Segundo, Hawthorne, Inglewood, Lomita, Rolling Hills

NEXT STEERING COMMITTEE MEETING – Monday, August 10, 2020 @ 12:00 pm @ TBD
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective July 1, 2020 by and between the South Bay Cities Council of Governments (“SBCCOG”), a joint powers authority organized and existing pursuant to the laws of the State of California, and McGowan Consulting, LLC, a limited liability company, (“McGowan”). SBCCOG and McGowan shall collectively be referred to herein as the "Parties."

RECITALS

A. McGowan wishes to maintain and periodically revise web page(s) with content on environmentally friendly landscaping, gardening and pest control and rainwater harvesting being hosted on the SBCCOG’s websites - Southbaycities.org and SBESC.com - on behalf of certain member cities of SBCCOG and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group.

B. SBCCOG has determined that the inclusion of information on environmentally friendly landscaping, gardening and pest control and rainwater harvesting on its websites is consistent with its mission and would benefit the public, particularly the residents of its member cities.

NOW, THEREFORE, in consideration of the foregoing and the promises herein contained, the Parties agree as follows:

1. McGowan will at its sole cost and expense:
   • Provide additional or revised text, images and related material for the website content,
   • Review and provide comments on the revised website content and layout,
   • Obtain feedback from Beach Cities Watershed Management Group and Peninsula Watershed Management Group representatives and provide consolidated comments on revisions to the revised website layout and content.

2. SBCCOG will perform the following tasks (work) for the associated costs:
   a. Task 1: Webpage Updates & Addition of Content for “Environmentally Friendly Landscaping, Gardening, and Pest Control and Rainwater Harvesting” pages ($1,500)
      i. Rework “Sustainable Landscapes and Gardens” page based on content developed by McGowan Consulting which will include revised text and layout as well as new links and photos
      ii. Add new “Rainwater Harvesting” webpage and associated resources/links based on content developed/provided by McGowan Consulting which will include:
         1. Brief narrative introducing downspout disconnection and rainwater harvesting (developed by McGowan)
         2. Embedded YouTube Video (link provided by McGowan)
         3. Embedded link or thumbnail to downloadable version of the Rainwater Harvesting Guide (Digital version of Rainwater Harvesting Guide for website posting provided by McGowan)
      iii. Reconfigure landing webpage “Environmentally Friendly Landscaping, Gardening, and Pest Control” to reflect new and updated content layout
      iv. Migrate content to new redesigned SBCCOG website and ensure that webpage(s) function properly on new software platform
   b. Task 2: Reporting & Webpage Maintenance, Hosting, and System Updates ($4,000)
      i. Provide biannual website analytics reports and recommendations to increase webpage(s) visibility; discuss results with McGowan team
      ii. Host and maintain webpages for a total of 12 months including:
1. Coordinating software/security updates;
2. Maintaining landing webpage link to SBCCOG and SBESC landing pages;
3. Ensure ongoing content maintenance, e.g., replacing photos or making minor text revisions, as requested by McGowan Consulting;
4. Fixing minor issues such as broken links on a quarterly basis or as discovered in the existing pages; and
5. Coordinating with McGowan regarding webpage content and layout.

3. McGowan agrees to pay the SBCCOG a total amount not to exceed $5,500 for performing the work as described in Section 2 including website hosting and maintenance for a 12-month period commencing July 1, 2020 and concluding on June 30, 2021. The Parties may amend the terms of the contract to include additional services or to extend the term beyond this 12-month period.

4. SBCCOG will submit invoices in two annual installments, each in the amount of $2,750 for a total not to exceed $5,500 in accordance with the tasks and costs described in Section 2. The first invoice will be submitted on or before November 30, 2020, and the second invoice will be submitted on or before May 30, 2021. McGowan agrees to pay SBCCOG the amount due within thirty (30) days of presentation of an invoice.

5. SBCCOG and McGowan agree that neither is an employee of the other and that each shall provide worker’s compensation insurance for its own employees to the extent required by California law.

6. The obligations of McGowan under this MOU shall not be assigned or subcontracted, nor shall the rights be delegated without prior written approval of the SBCCOG Executive Director.

7. The obligations of SBCCOG under this MOU shall not be assigned or subcontracted, nor shall the rights be delegated without prior written approval of McGowan Consulting Principal/Owner.

8. Indemnification, Hold Harmless, and Duty to Defend.
   a. To the fullest extent permitted by law, SBCCOG shall, at its sole cost and expense, defend, hold harmless and indemnify McGowan and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group and their elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of SBCCOG, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that SBCCOG shall bear the legal liability thereof) in the performance of this MOU, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the MOU of the Parties. SBCCOG shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. SBCCOG shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.
9. SBCCOG shall pay all required taxes on amounts paid to SBCCOG under this MOU and indemnify and hold McGowan harmless from any and all taxes, assessments, penalties, and interest asserted against McGowan by reason of the independent contractor relationship created by this MOU. SBCCOG shall fully comply with the workers’ compensation law regarding SBCCOG’s employees. SBCCOG shall indemnify and hold McGowan harmless from any failure of SBCCOG to comply with applicable workers’ compensation laws. Insurance.

   a. **Minimum Scope and Limits of Insurance.** SBCCOG shall procure and at all times during the term of this MOU carry, maintain, and keep in full force and effect, insurance as follows:

      i. **Commercial General Liability Insurance** with a minimum limit of $2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If SBCCOG is a limited liability company, the commercial general liability coverage shall be amended so that SBCCOG and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

      ii. **Automobile Liability Insurance** for any owned, non-owned or hired vehicle used in connection with the performance of this MOU with a combined single limit of $2,000,000.00 per accident for bodily injury and property damage. If SBCCOG does not use any owned, non-owned or hired vehicles in the performance of Services under this MOU, SBCCOG shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

      iii. **Workers’ Compensation Insurance** as required by the State of California and Employer’s Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease.

   b. **Acceptability of Insurers.** The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

   c. **Additional Insured.** The commercial general and automobile liability policies shall contain an endorsement naming McGowan and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

   d. **Primary and Non-Contributing.** The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of SBCCOG’s insurance and shall not contribute with it.

   e. **SBCCOG’s Waiver of Subrogation.** The insurance policies required under this Section shall not prohibit SBCCOG and SBCCOG’s employees, agents or subcontractors from waiving the right of subrogation prior to a loss. SBCCOG hereby waives all rights of subrogation against City.

   f. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by McGowan.
g. **Cancellations or Modifications to Coverage.** SBCCOG shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this MOU. The commercial general and automobile liability policies required under this MOU shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days’ prior written notice to McGowan. If any insurance policy required under this Section is canceled or reduced in coverage or limits, SBCCOG shall, within two Business Days of notice from the insurer, phone, email or notify McGowan via certified mail, return receipt requested, of the cancellation of or changes to the policy.

h. **Evidence of Insurance.** Prior to the performance of Services under this MOU, SBCCOG shall furnish McGowan with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to McGowan and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group’s approval. SBCCOG may provide complete, certified copies of all required insurance policies to City. SBCCOG shall maintain current endorsements on file with McGowan. SBCCOG shall provide proof to McGowan that insurance policies expiring during the term of this MOU have been renewed or replaced with other policies providing at least the same coverage.

i. **Indemnity Requirements not Limiting.** Procurement of insurance by SBCCOG shall not be construed as a limitation of SBCCOG’s liability or as full performance of SBCCOG’s duty to indemnify McGowan and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group under this MOU.

j. **Broader Coverage/Higher Limits.** If SBCCOG maintains broader coverage and/or higher limits than the minimums required above, McGowan and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group require and shall be entitled to the broader coverage and/or the higher limits maintained by SBCCOG. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to McGowan and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group.

10. Either McGowan or SBCCOG may terminate this MOU at any time with or without cause by providing 30 days’ notice in writing. SBCCOG will receive just and equitable compensation for any work satisfactorily completed up to the effective date of the notice of termination.

11. Should the MOU be terminated, McGowan may procure on its own terms services similar to those terminated.

12. McGowan and SBCCOG agree that the environmentally friendly landscaping, gardening and pest control and rainwater harvesting content developed for the webpages will be in the public domain and may be used freely by both parties without attribution of the other, including but not limited to print material or in other websites. Neither party shall assume any copyright or intellectual property license or right over the content developed for the webpages.
IN WITNESS WHEREOF, the Parties have caused this MOU to be executed the day and year first above written.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

_______________________________________
Olivia Valentine
SBCCOG Chairman

ATTEST:

_______________________________________
Jacki Bacharach, Board Secretary

APPROVED AS TO FORM:

_______________________________________
Michael Jenkins, Legal Counsel

MCGOWAN CONSULTING, LLC

_______________________________________
Kathleen McGowan, Principal/Owner
South Bay Cities Council of Governments

Sustainability Program Partnership Between
Sanitation Districts of Los Angeles County
and
South Bay Cities Council of Governments

SCOPE OF WORK

(July 1, 2020 – June 30, 2021)

This Scope of Work (SOW) covers the programs and activities that the South Bay Environmental Services Center (SBESC) will conduct in support of the sustainability programs of the Sanitation Districts of Los Angeles County (Sanitation Districts), commencing on July 1, 2020, through June 30, 2021. The total agreement amount is $49,000.

Section I. Program Overview

The sustainability program partnership between the Sanitation Districts and the South Bay Cities Council of Governments (SBCCOG) has been advancing the Sanitation Districts’ mission since 2008. SBCCOG includes the unincorporated South Bay areas of Los Angeles County and 16 participating cities: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance, and the Los Angeles 15th Council District, which represents the communities of San Pedro, Harbor City/ Harbor Gateway, and Wilmington. The SBCCOG has access to all South Bay member city elected officials who are invited to participate in person or by name through sponsorships or endorsements.

The program will primarily be delivered through the SBESC, a local clearinghouse for sustainability information and education. The SBESC is operated by the SBCCOG and receives funding from, Southern California Gas Company, West Basin Municipal Water District, Torrance Water Department, the Los Angeles Department of Water and Power, the Sanitation Districts of Los Angeles County, the Los Angeles County Metropolitan Transportation Authority, and the Water Replenishment District. The SBESC has increased the exposure and availability of sustainability programs to the South Bay community. This collaborative effort integrates regional partnerships to encourage energy savings and water conservation with the Sanitation Districts’ mission to protect public health and the environment through innovative and cost-effective wastewater and solid waste management and, in doing so, convert waste into resources.

Section II. Program Elements

The marketing and promotion of existing and developing Sanitation Districts’ sustainability programs is part of the work of the SBESC. This partnership allows for a wide range of conservation strategies to be presented to all sectors of the community at educational and outreach events, including virtual, in which SBESC participates.
Section III. Collaboration and Coordination

A. SBESC will coordinate and host regular events to raise awareness of existing Sanitation Districts’ sustainability programs in the South Bay Community.
B. SBESC will develop and maintain a general understanding of Sanitation Districts’ existing and new sustainability programs.
C. SBESC will share timely and relevant information on programs and developments within the South Bay with Sanitation Districts’ staff.
D. SBESC will partner with the Sanitation Districts to research, develop, and collaborate on additional programs.

Section IV. Core Tasks

SBESC will perform the following core tasks as part of the SOW for $35,000 of the $49,000 budget.

Task 1: Standard Community Outreach, Promotional Events Training, Workshops, and Facility Tours

A. Collaborate with Sanitation Districts’ staff to disseminate existing educational and informational materials in support of the Districts’ mission.
B. Distribute information at SBCCOG Board meetings and other special events.
C. Distribute information to the SBCCOG member cities for inclusion in their websites, city newsletters, and recreational guides.
D. Attend the 16-member cities’ special events, including but not limited to fairs, seasonal exhibits, and farmers markets.
E. Exhibit at Sanitation Districts’ events in the South Bay when requested.
F. Promote Sanitation Districts message at SBESC attended in person and virtual community and outreach events, presentations, workshops, and networking opportunities (expected to attend up to 100 between July 1, 2020 and June 30, 2021).
G. Promote the value of the Sanitation Districts’ wastewater management services.
H. Include topics that promote the Sanitation Districts’ mission in existing SBESC outreach presentations.
I. Train volunteers on the Sanitation Districts’ mission and programs.
J. Facilitate attendance at or viewing of one Sanitation Districts’ Public Tour of elected officials, city employees, and business leaders, and other members of the community at the Joint Water Pollution Control Plant in Carson. Tours may be conducted in a virtual format.
K. Collaborate with Sanitation Districts’ staff to schedule up to three public outreach presentations which can be done in person or in a virtual format.

Task 2: Annual Marketing, Advertising, and Media

A. Market Sanitation Districts’ events at Bixby Marsh and Household Hazardous Waste (HHW) collection program events in the South Bay to businesses, residents, and municipalities.
B. Include Sanitation Districts’ outreach materials, when requested, in chamber of commerce newsletters, city newsletters, and event specific
Include Sanitation Districts’ information in the monthly SBESC e-newsletter.

C. Use SBESC contacts to promote the Sanitation Districts’ social media presence by directing traffic to the Facebook page located at https://www.facebook.com/SanitationDistrictsLACounty.

D. Display the Sanitation Districts’ pull up for public viewing.

E. Coordinate the placement or posting of promotional flyers at city counters.

F. Promote Sanitation Districts’ programs through SBCCOG/SBESC website, newsletters, e-blasts, and social media platforms. Include Sanitation Districts-provided articles in the SBESC monthly newsletters.

Section V.

For the remainder of the budget ($14,000), in addition to the core tasks (Task 1 and 2) listed in Section IV, SBESC will perform the following Task 3.

Task 3: Strategic and Specific Community Outreach

A. The SBESC will collaborate with the Sanitation Districts to identify specific projects and programs of regional interest to the South Bay communities including: YouTube channel, Facebook page, Clearwater school Outreach program, among others identified by Sanitation Districts. Assistance with outreach related to construction of a new JWPCP effluent tunnel will continue.

B. Collaborate with Sanitation Districts’ staff to distribute outreach materials related to the identified projects and programs, including the JWPCP effluent tunnel and other programs as identified by Sanitation Districts.

C. Provide potentially impacted residents, businesses, and municipalities with accurate and timely information related to identified projects and programs, such as focused communications efforts regarding traffic impacts and mitigation measures related to the JWPCP effluent tunnel.

D. In coordination with the Sanitation Districts’ staff, the SBESC will disseminate outreach materials to targeted residents, businesses, and municipalities.

Section VI. Reporting and Documentation

A. The SBESC will develop end-of-program documents including a list of events and activities.

B. The SBESC will submit quarterly invoicing and progress reports that includes number of attendees, analytics, and engagements.

C. The SBESC will submit quarterly analytics reports for the following digital media:
   - E-blasts and E-newsletters
   - Social media
   - External website links on SBESC or SBCCOG website(s)
Scope of Work Overview

ICF seeks to engage South Bay Cities Council of Governments (SBCCOG) to provide regional engagement, outreach, and implementation support for the Southern California Regional Energy Network (SoCalREN) Residential Sector. ICF has requested assistance with general program support, program marketing, regional engagement support, education and training, and program motivation.

SBCCOG shall be guided in their work by program documents provided by ICF, as well as ongoing coordination with the designated ICF task leads. ICF will provide all necessary promotional materials, enrollment forms, online content, education and training curriculum, reports on participation levels and progress towards goals, and other documentation necessary to complete tasks. All tasks conducted by the SBCCOG will be within the SBCCOG service territory.

ICF Contract Manager: Paul Kyllo
Date Range: August 27, 2020 – December 31, 2020
Total Approved Budget for Work Plan Scope: $25,000

Work Plan

Task 1: General SoCalREN Program Support

ICF Lead: Paul Kyllo, Courtney Owen and Lorelei Penera supporting

SBCCOG Lead: Kim Fuentes with support of Cierra Washington, Chandler Sheilds, and Martha Segovia

Activities:

- Monthly check-ins
- Overall regional partnership strategy collaboration
- Support with building and refining tasks and metrics to track
- Participation in limited ad hoc meetings

Deliverable:

- Monthly invoice (timing TBD based on agreement)

Task 2: Program Marketing

ICF Lead: Courtney Owen, Jessie Mancilla supporting

SBCCOG Lead: Chandler Sheilds, Cierra Washington

Activities:
• Develop and execute ongoing communications strategies to support promotion of the Residential Program
• Coordinate with ICF team to develop customized materials
  o Website updates
  o Email marketing campaigns/newsletter articles
  o Presentation development
  o Social media development and activities
  o Fact sheets and collateral for regional engagement
• Identify and attend regional conferences/events to promote SoCalREN and its programs and drive Residential Program engagement – various SBCCOG members of the team will be attending conferences and events based on topic. SBCCOG team members include Kim Fuentes, Martha Segovia, Chandler Shields, and Cierra Washington.

Deliverables:

• Add content about and links to SoCalREN Residential Programs to SBCCOG website
• As content is provided by ICF, post information about SoCalREN Residential Programs monthly on SBCCOG social media accounts

Task 3: Regional Engagement Support

ICF Lead: Courtney Owen and Lorelei Penera

SBCCOG Lead: Kim Fuentes with support from Cierra Washington, Martha Segovia, and Chandler Shields

Activities:

• Support strategy development and conduct outreach to SBCCOG regional agencies for the purposes of lead generation for Residential projects or programs
• Attend virtually Residential customer or sector meetings as needed to support Residential sector pipelines
• Support regional outreach of Residential programs including customer recruitment activities

Deliverables:

• Kick-off discussion to discuss goals and identify goal metrics
• Monthly reporting of engagement activities

Task 4: Education and Outreach for Residential Programs

ICF Lead: Lorelei Penera, Courtney Owen supporting

SBCCOG Lead: Cierra Washington with support from Martha Segovia and Chandler Shields

Activities:

• Attend virtual ICF program training to obtain knowledge of services and offerings
• Identify potential meetings and events where the Residential team can present in the region served by SBCCOG
• Identify community groups and provide introduction for ICF to give presentations for participation and recruitment

**Deliverables:**

• Provide weekly e-mail updates to ICF when activity occurs
• Participate in virtual kick-off meeting and monthly check-in call with ICF
• Track contact and outreach to local community organizations and report to ICF
• Track number of events held and attendance and report to ICF – events may be held virtually
• Distribute ICF provided program collateral to local community organizations
• Invite Residential Team staff to present at events in region served by SBCCOG including virtual format

**Task 5: Kits for Kids Enrollment Support**

**ICF Lead:** Courtney Owen, Lorelei Penera supporting

**SBCCOG Lead:** Martha Segovia and Cierra Washington with support from Chandler Sheilds

**Activities:**

• Provide information about Kits for Kids to Elementary School (private and/or public) leadership within the SBCCOG service territory
• Enroll eligible Schools to participate in the Program

**Deliverables:**

• Develop list of eligible Elementary Schools within the area region served by SBCCOG and assist with enrollment
• Track contact and outreach to Schools and report to ICF
• Provide weekly e-mail updates to ICF as activity occurs
• Participate in virtual kick-off meeting and monthly check-in call with ICF
CONSULTANT GENERAL TERMS & CONDITIONS

1. INDEPENDENT CONTRACTOR Consultant is an independent contractor and not an employee, agent, or representative of Contractor. Consultant shall be solely responsible for all employment-related wages, benefits, FICA, federal and state unemployment and other taxes and payments as required by law, for itself and any persons it employs. Consultant shall perform the services and provide the necessary facilities, personnel, materials, equipment, and shall otherwise do all things necessary for the performance of the Statement of Work, and shall be solely responsible for its own financial obligations to third parties and to its employees and contractors. Further, Consultant agrees that it shall not be covered by any Contractor insurance or benefits, including but not limited to Worker’s Compensation, Professional Liability, General Liability, Employer’s Liability, Automotive Liability, and Unemployment Compensation. Consultant shall protect, defend and hold Contractor harmless from any claims or penalties asserted or assessed against Contractor by any person or governmental entity relating to Consultant’s responsibilities as an independent contractor.

2. TAXES Except as otherwise specified in this Agreement, the fees for Services and Deliverables shall include all applicable federal, state, local sales, provisional, municipal, use, privilege, and other taxes or assessments, however designated or levied, which are required pursuant to any applicable law, rule, or regulation and relate to any amounts payable under this Agreement and any required taxes or amounts in lieu thereof paid or payable by Consultant, exclusive of taxes based on Consultant net income or net worth.

3. ADDITIONAL INSTRUMENTS The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to: (i) achieve the objectives of this Agreement, and establish, preserve, or enforce the related rights or (ii) provide the other with any and all documents or materials required to achieve the obligations in connection with this Agreement.

4. CONFIDENTIAL INFORMATION

Use and Nondisclosure. The Confidential Information of the discloser may be used by the receiver only in connection with the Services or Deliverables, and may only be copied or reproduced to the extent reasonably necessary for the receiver to perform its obligations or to receive or use the Services or Deliverables under this Agreement. Consultant shall not use or disclose Confidential Information except to Persons who: (i) reasonably need to know such Confidential Information; (ii) have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (iii) have signed an agreement of confidentiality at least as restrictive as the confidentiality obligations herein. Consultant shall allow no Persons to provide Services or Deliverables who have not signed such an agreement. Consultant shall take such steps necessary to ensure that no unauthorized person shall have access to Confidential Information.

Consultant shall use Personal Data as set forth in Section 39 hereof ("Data Protection Compliance"), and ensure that it complies with any applicable laws related to the protection of Personal Data as set forth in Section 39 hereof ("Data Protection Compliance").

Standard of Care. Consultant shall maintain in strict confidence all Confidential Information received from Contractor and/or Client, either orally or in writing, or generated by the Consultant. Consultant shall protect the confidentiality of Confidential Information in the same manner as it would protect the confidentiality of its own confidential information of like kind, but in no event shall Consultant use less than reasonable care.

Return. Consultant shall return to the Contractor and/or Client Confidential Information or destroy such Confidential Information, and all copies of such Confidential Information, upon the expiration or termination of this Agreement, unless Contractor otherwise directs sooner in writing.

Exceptions. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is rightfully communicated to the recipient in executive, legal, or other communications free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto at the time of disclosure; (vi) is independently developed by the recipient; or (v) is approved for release or disclosure by the disclosing Party without restriction.

Government Obligations. A Party will not be considered to have breached its obligations under this Section 4 for disclosing Confidential Information of the other Party to the extent required to: (i) comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party; (ii) comply with applicable law or regulation requiring such disclosure; or (iii) make such court filings as may be required to establish a Party’s rights under this Agreement; provided that promptly upon receiving any request from or on behalf of such authority and to the extent that it may legally do so, such Party receiving such request: (y) advises the other Party prior to making such disclosure in order that the other Party may: (a) object to such disclosure; (b) take action to ensure confidential treatment of the Confidential Information; or (c) take, subject to applicable law, such other action as it considers appropriate to protect the Confidential Information and (x) takes all action necessary to not disclose Confidential Information that is not required to satisfy such legal requirement (including through redaction of sensitive commercial information, including key terms of this Agreement, or otherwise).

5. DELIVERABLES

Ownership of Contractor-Provided Intellectual Property. As between the Parties, Contractor, its Affiliates and licensors will be the sole and exclusive owner of the Intellectual Property owned by Contractor or Contractor Affiliates or provided to Consultant by Contractor under this Agreement (collectively,
the "Contractor-Provided Intellectual Property"). Contractor-
Provided Intellectual Property will be deemed to include any
derivatives, modifications, enhancements or improvements to
the Contractor-Provided Intellectual Property.

Ownership of Consultant-Provided Intellectual Property. As
between the Parties, Consultant, will be the sole and
exclusive owner of the Consultant –Owned Intellectual
Property. Consultant-Provided Intellectual Property will be
deemed to include any derivatives, modifications,
enhancements or improvements to the Consultant-Provided
Intellectual Property.

Ownership of Deliverables-Custom and Deliverables-Other.
Unless otherwise provided for in this Agreement, and subject
to any restrictions of any third-party materials and this Section
hereof ("Embedded Consultant-Provided Intellectual
Property");

(i) Deliverables-Custom shall be Contractor's sole and
exclusive property. Consultant hereby assigns to Contractor
without further consideration of Consultant’s rights in and to
such Deliverables-Custom (excepting any Consultant
Provided Intellectual Property). To the extent any Deliverables-Custom contains Consultant Confidential
Information, such information will be subject to Section 4
("Confidential Information") hereof.

(ii) Contractor (and its Affiliates) will have a perpetual,
irrevocable, worldwide, royalty free, non-transferable (except
as otherwise provided herein), non-exclusive, paid-up right
to use, maintain, copy, modify, enhance and
prepare derivative works of the Deliverables-Other;

(iii) Contractor’s rights in the Deliverables-Other will be strictly
for purposes of Contractor's (and its Affiliates’) as set forth an
applicable SOW;

(iv) Contractor may allow Contractor Third Party Vendors as
an authorized user under Contractor's license to use the
Deliverables- Other to the extent that such Contractor Third
Party Vendors are under an obligation of confidentiality with
Contractor at least as restrictive as the terms set forth herein,
such use is in accordance with the license restrictions
contained herein and solely for the purpose of such Contractor Third Party Vendors’ providing Services or
Deliverables to Contractor or Contractor Affiliates. All other
rights (including all other intellectual and industrial property
rights) in the Deliverables-Other will remain with or are hereby
assigned to Consultant.

Embedded Consultant -Provided Intellectual Property. To the
extent Consultant incorporates or embeds Consultant-
Provided Intellectual Property into any Deliverables, the
following provisions will apply:

(i) Consultant will grant and hereby grants to Contractor a
nonexclusive, nontransferable (except as otherwise provided
herein), worldwide, royalty-free, perpetual, irrevocable license
to use, maintain, modify, enhance and create derivative works
of such Embedded Consultant -Provided Intellectual Property
to the extent necessary to use or maintain such Deliverables
for Contractor's (and its Affiliates') business purposes set forth
an applicable SOW and solely as used in such Deliverables
and not as a “stand-alone” product or separately from such
Deliverables in which it is embedded. Consultant will not be
deemed to have transferred or assigned any other rights to
Contractor with respect to any Embedded Consultant-
Provided Intellectual Property.

Notwithstanding the foregoing, Consultant will be the sole and
exclusive owner of the Consultant-Provided Intellectual
Property Enhancements. Contractor hereby grants to
Consultant without further consideration Contractor’s rights in
and to such Consultant-Provided Intellectual Property
Enhancements. All such Consultant-Provided Intellectual
Property Enhancements will be deemed part of the license
granted to Contractor as set forth in this Section.

(iii) If Contractor Affiliates are under an obligation of
confidentiality at least as restrictive as the terms set forth
herein, Contractor may allow Contractor Affiliates as an
authorized user under Contractor’s license to the Deliverables
(including Embedded Consultant-Provided Intellectual
Property) to the extent such use is in accordance with the
license restrictions contained herein. Such use is conditioned
on Contractor and Contractor Affiliates’ agreement that all
claims related to Contractor’s license must be brought solely
by Contractor. Contractor shall be liable for the acts and
omissions of its Personnel, and its Affiliates and their
Personnel.

(iv) If Contractor Third Party Vendors are under an obligation
of confidentiality at least as restrictive as the terms set forth
herein, unless otherwise provided in this Agreement,
Contractor may allow Contractor Third Party Vendors as an
authorized user under Contractor’s license to use the
Deliverables (including Embedded Consultant-Provided
Intellectual Property) to the extent such use is in accordance
with the license restrictions contained herein, and solely for
the purpose of such Contractor Third Party Vendors’ providing
services to Contractor or Contractor Affiliates. Contractor shall
be liable for the acts and omissions of Contractor Third Party
Vendors and their Personnel.

Consultant shall defend and indemnify Contractor against any
claim or loss related to the infringement of any patent,
trademark or copyright by Consultant under this Agreement.

6. CONFLICTS of INTEREST In the performance of the
Services or delivery of the Deliverables hereunder, it is
Consultant’s responsibility to avoid (i) any actual or apparent
conflict between Consultant’s duties or obligations to other
parties, including the federal government or the local country
government, and such duties and obligations assumed under
this Agreement and (ii) disclosure of information which would,
or would appear to, violate such duties and obligations to third
parties. In the performance of this Agreement, Consultant
shall not make or participate in any marketing calls or contacts
with the federal government or the local country government
or others which might create the possibility or appearance of
a conflict of interest or an actual conflict of interest.

Consultant warrants that neither its entering into this
Agreement nor its performance of any Services and/or
delivery of Deliverables hereunder will result in an actual or
apparent conflict of interest on its part. For purposes hereof,
a conflict of interest includes, but is not limited to,
circumstances under which Consultant may become biased
with respect to the Services or Deliverables, gain an unfair
competitive advantage or otherwise not be in the best interest
of the Contractor with respect to the Services. Consultant
further warrants that it will promptly notify Contractor of any
such actual or apparent conflict of interest of which it becomes
aware after the Effective Date of this Agreement. Failure of Consultant to promptly disclose a conflict of interest shall constitute a material breach of this Agreement. Consultant further warrants that entering into this Agreement will not conflict with any existing agreements or arrangement to which the Consultant is party.

7. MEETINGS/EVENTS Consultant shall attend periodic meetings as may be required by the Contractor, and be prepared to accurately report on the current and projected status of the Services at those meetings.

8. NOTICE of EXPENDITURE If this is a time and materials, cost reimbursable or unit price agreement, Consultant shall provide prompt written notice to Contractor of expenditures of seventy-five percent (75%) and ninety percent (90%) of estimated costs unless the period of performance for the Services is less than two (2) weeks.

9. LICENSES and PERMITS Consultant represents and warrants that it has or shall, at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability or failure to obtain such items shall not excuse Consultant’s failure to strictly comply with the terms hereof.

10. RELATED WORK Should Consultant’s performance depend in any way on the proper performance of another subcontractor or consultant, Consultant agrees to take all reasonable measures to discover any defects in such performance as it relates to the Services and shall promptly report such defects in writing to the Contractor. Consultant shall cooperate fully with other subcontractors and consultants and with Contractor’s employees and agents, shall incorporate any reasonable changes in scheduling and performing the Services to accommodate the needs of the other subcontractors or consultants, and shall comply promptly with the directions given by the Contractor’s representatives.

11. CONTACTS with CLIENT Contractor shall be solely responsible for all liaison and coordination with Client. Under no circumstances will Consultant act upon directions given by Client. If Consultant receives such directions from Client, Consultant will notify the Contractor as soon as possible and obtain written authorization from Contractor before taking any action based upon Client’s directions. Contractor will not be liable for the cost of work done by Consultant without the express written authorization of Contractor.

12. NON-SOLICITATION of CLIENTS Consultant agrees that, during the term of this Agreement and for a period twelve (12) months after the termination of the Consultant’s provision of services (for any reason) thereof, the Consultant shall not engage in any of the following:
   a. solicit ICF’s Client for the existing business or for follow on business specifically arising from this Agreement;
   b. provide the services being provided by the Consultant under this Agreement to ICF’s Client; or
   c. compete with ICF for the provision of services under the Prime Contract or any follow-on to the Prime Contract.
   d. Nothing in this Agreement shall preclude Consultant from offering or selling its standard commercial products or services to any third party, provided such offering or sale does not result in the Consultant breaching this Agreement.
   e. The Parties acknowledge that the restrictions set forth in Sections 12(a), 12(b), 12(c), and 13 do not contain any geographic scope and agree that such a scope is unnecessary in light of the limited functional scope of the respective restrictions set forth in those Sections.
   f. The Consultant agrees that an impending or existing violation of any of the restrictive covenants contained in this Agreement would cause ICF irreparable injury for which it would have no adequate remedy at law and agrees that ICF shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
   g. The Consultant’s obligations under each of Sections 12(a), 12(b), 12(c), and 13 are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between ICF and the Consultant.
   h. The real or perceived existence of any claim or cause of action of the Consultant against ICF, whether predicated on this Agreement or some other basis, shall not alleviate the Consultant of the Consultant’s obligations under this Agreement and shall not constitute a defense to the enforcement by ICF of the restrictions and covenants contained herein.

13. NON-SOLICITATION of EMPLOYEES During the term of this Agreement and for an additional period ending on the first anniversary of the date of the termination of the Consultant’s provision of services under this Agreement for any reason (collectively the “Restricted Period”), Consultant shall not, without ICF’s prior written consent, directly or indirectly, (i) offer employment (or a consulting, agency, independent contractor or other similar paid position) to any person who is or was at any time during the twelve (12) months prior to such offer an employee, representative, officer or director of ICF or any of its subsidiaries or (ii) induce, encourage or solicit any such person to accept employment (or any aforesaid position) with the Consultant or an entity with which the Consultant is otherwise affiliated. Further, during the Restricted Period, the Consultant shall not encourage nor induce any employee, representative, officer or director of ICF or any of its subsidiaries to cease their relationship with ICF or any of its subsidiaries for any reason. If the Consultant breaches this Section 13, the Subcontractor shall pay compensation to ICF in the form of liquidated damages equal to the greater of one (1) year’s compensation either: (i) offered to such personnel by the Consultant; or (ii) paid or offered to such personnel by ICF. However, this Section will not apply to individual personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such personnel. “Solicit”, as used in this Section 13, shall not be deemed to include advertising in newspapers or trade publications available to the public.
14. **CHANGES**

a. No change in the Services ("Change" or "Changes") shall be made without the express written authorization of Contractor. Contractor may at any time, by written notice, and without notice to sureties or assigns, make changes within the general scope of this Agreement to any one or more of the following: 1) description of services; 2) drawings, designs, or specifications; 3) method of shipping or packing; 4) place of inspection, acceptance, or point of delivery; 5) time of performance; and 6) place of performance.

b. If any such change causes a change in the labor mix, or the time required for performance of any part of this Agreement, Consultant may request an equitable adjustment in this Agreement price and/or delivery schedule.

c. Consultant must request any equitable adjustment within seven (7) calendar days of receipt of the written change. If the Consultant's proposal includes the cost of property made obsolete or excess by the change, Contractor shall have the right to prescribe the manner of disposition of the property.

d. Disagreement over any adjustment shall be resolved in accordance with the “Disputes” clause of this Agreement. However, nothing contained in this clause of this Agreement shall excuse Consultant from proceeding without delay in the performance of this Agreement as directed.

15. **INSPECTIONS** Contractor and/or its Client may inspect and otherwise evaluate the Services or Deliverables at any reasonable time and place, but such review or approval is for Contractor's sole benefit and shall not relieve Consultant from its representations and obligations set forth in this Agreement.

16. **ACCEPTANCE** Acceptance of the Services is conditioned upon final acceptance by Contractor's Client under the Prime Contract. Payments, including final payment, shall not constitute acceptance, nor does any payment or final acceptance release Consultant from any warranty hereunder.

17. **WARRANTY**

a. **Goods**: Consultant warrants that all goods furnished under this Subcontract will be: free from defects for a period of one (1) year from final acceptance by Contractor or for the standard warranty period provided by Consultant, whichever is longer; will conform with all requirements of this Agreement, and, unless manufactured solely in accordance with Contractor-certified manufacturing designs, will be free from defects in design. Any goods corrected or replaced will be covered by this warranty. Consultant agrees to notify Contractor immediately upon becoming aware of a potential problem with goods previously delivered to Contractor. Such notification shall include a recommended course of action.

b. **Services**: Consultant warrants that all services performed under this Agreement will be performed with the standard of a fully qualified professional, be free from defects, conform to the requirements of the Agreement, and be performed in strict compliance with any regulatory or international standards specified in the Statement of Work for this Agreement. Any services corrected or re-performed will be covered by this warranty.

c. The warranties provided in (a) and (b) above shall apply unless a more extensive warranty(s) is/are specified as in the Prime Contract Clauses, or regularly offered by Consultant, in which case the greater warranty shall apply.

d. If Consultant breaches any warranty, Contractor may elect, at its sole discretion and with no increase in the Agreement price, to:

   i. Require Consultant either to repair or replace, at Contractor’s election, defective or nonconforming goods promptly; or

   ii. Require Consultant promptly to furnish materials or parts and installation instructions required to successfully accomplish the correction of defective or nonconforming goods, and equitably reduce the Agreement price to account for the cost of correction including, without limitation, removal and installation; or

   iii. Require Consultant to promptly redesign defective or nonconforming goods and require Consultant promptly to repair or replace goods manufactured in accordance with such defective design; or

   iv. Require Consultant either to correct or re-perform, at Contractor’s election, defective or nonconforming services promptly; or

   v. Equitably reduce the Agreement price; or

   vi. Correct or have corrected the nonconformity at Consultant’s expense.

18. **BILLINGS** Consultant warrants, and will separately certify each invoice submitted hereunder, that to its best knowledge and belief, the billings presented by Consultant are a complete and accurate statement of the Services provided by Consultant (each such invoice, the “Invoiced Services”), that Consultant is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms of this Agreement. All materials provided by Contractor shall be accounted for and materials not accounted for will not be charged to Contractor and will be paid for by the Consultant. Consultant shall only charge for materials in the quantities actually used in the performance of the Services. Consultant shall be paid within thirty (30) days after Contractor receives payment for the Invoiced Services from the Client. Invoicing shall be once a month unless the Contractor agrees in writing to an alternative invoice cycle. Each invoice for the Invoiced Services shall contain all invoice data required in the Prime Contract as it relates to the Services. The amounts invoiced, in the aggregate, shall not
exceed the amounts authorized or other limitations set forth in the Agreement.

In the event that Contractor invoices the Client and receives payment from the Client for an amount less than the amount invoiced by Contractor on an invoice, Consultant will be paid for the Invoiced Services according to its pro rata share of such payment actually received by Contractor with respect thereto. For illustrative purposes, the pro rata share will be generally determined by calculating the percentage of the Invoiced Services to the overall amount of the invoice submitted to the Client by Contractor and for which the payment was made. In all cases, the pro rata share will be determined by the Contractor in its reasonable discretion. In the event of non-payment by the Client or payment from the Client less than the amounts invoiced by Contractor, Contractor may, at its sole discretion, submit a claim for payment to the Client. In such event, any settlement amounts agreed to by Contractor and the Client, or ordered or determined in an administrative or judicial proceeding or other binding dispute resolution forum, will be binding on Consultant to the same extent that Contractor is bound, and, again, Consultant will be paid for the Invoiced Services according to its pro rata share of such amounts received by Contractor.

19. CONTRACT CEILING PRICE If at any time Consultant has reason to believe that an increase in the ceiling of a time and material, unit price or cost reimbursable contract will be necessary, it will give prompt prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that Contractor may, at its sole discretion, increase such limitation by written modification to this Agreement.

Consultant shall not exceed the ceiling price of this Agreement. In the event of a dispute relating to the contract-ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement. Consultant shall continue to perform the Services pending resolution of the Dispute.

Contractor shall not be obligated to use all Services or assistance referenced herein and Contractor shall pay only for those Services authorized by Contractor pursuant to the terms of this Agreement and actually rendered by Consultant.

20. AUDIT RIGHTS For three (3) years following the completion or termination of this Agreement, Contractor and/or, Client, shall have access to Consultant’s records and documentation for audit purposes during normal business hours and upon ten (10) calendar days’ notice. Consultant shall promptly reimburse Contractor for any amounts for which Consultant cannot provide adequate documentation or substantiation or are otherwise unallowable or not properly chargeable.

Upon the expiration or termination of this Agreement, Consultant shall make complete disclosures of all activities under this Agreement not previously reported and certify in writing that such disclosures are complete and accurate.

21. CURRENCY of PAYMENT Unless otherwise set forth in this Agreement, all payments shall be in United States Dollars ($US). Where exchange rates are involved, the rate of exchange between $US and the other currency involved in the transaction shall be the rate of exchange as of the date of payment. The date of each invoice shall be clearly marked on each invoice.

22. SET-OFF Contractor may, at its election, make a reduction or set-off, in whole or in part, against any amounts payable to Consultant or any Losses for which Consultant is liable under this (or any other) Agreement or pursuant to law and equity.

23. TERMINATION This Agreement may be terminated, in whole or in part, by written notice of Contractor for any reason. The notice of termination shall specify the extent to which performance is terminated and the effective date of such termination. In such event, Consultant shall be paid only for the Services properly performed prior to such termination. Consultant waives all claims for profits not earned as a result of such termination.

24. STOP-WORK Notwithstanding any other provision hereof, Contractor may, by notice to Consultant, suspend all or any portion of the Services. Consultant shall stop all such Services immediately upon receipt of Contractor’s stop-work order and shall promptly resume the Services after receipt of direction from the Contractor to proceed. Stop-work orders issued for conditions or circumstances unrelated to the Consultant’s fault or negligence shall result in a reasonable adjustment in the contract schedule.

25. RISK of LOSS Consultant bears the risk of loss for the Services until final acceptance thereof.

26. INDEMNIFICATION Consultant shall defend, indemnify and hold the Client, Contractor, Contractor’s subsidiaries, affiliates, directors, officers, agents and employees, and each of them harmless against any injury, death, damages, suit, claim or other loss (“Loss”), including expenses and actual attorneys fees, arising from or related to this Agreement or the breach thereof, except to the extent that such Loss was caused by the gross negligence or willful misconduct of the Contractor. This provision shall survive termination of this Agreement.

27. INSURANCE During the term of this Agreement the Consultant shall maintain the Insurance requirements as determined by the selected boxes checked below.

If the Consultant does not carry the insurance coverage’s or limits indicated below, the Consultant shall have the option to:

1. Complete and Sign the Nonstandard Insurance Statement (Appendix A.2) indicating the types and limits of coverage the Consultant carries for Contractor’s consideration. Contractor will review and advise if the limits identified within Appendix A.2 are acceptable prior to the performance of Services. If approved, Appendix A.2 will replace the types and limits identified within this Section 27 in its entirety

Or

2. Complete and Sign the Release of Liability Form (Appendix A.3) to request a full waiver of the insurance requirements contained herein. If approved, Appendix A.3 will replace the types and limits identified within this Section 27 in its entirety.
Worker’s Compensation Insurance: Statutory Workers Compensation in accordance with all country, state, local or other applicable jurisdictional requirements of the location in which work is to be performed.

If the Consultant is exempt from carrying workers compensation as defined by the workers compensation statues and regulations in their state, country or other applicable jurisdictional, please complete, sign, and return Waiver of Workers Compensation (Appendix A.1). If approved, this waiver will replace the types and limits identified within this Subsection in its entirety.

Business Automobile Liability Insurance: $1,000,000 per occurrence (Owned and Non-owned).

Excess or Umbrella liability insurance: $1,000,000 each occurrence; $1,000,000 general aggregate. Limit applies in excess of Employers’ Liability, Commercial General Liability, and Business Automobile Liability policies.

Property Insurance: covering the full replacement value of any and all property of ICF which is in the Consultant’s care, custody and/or control.

Professional Liability, Errors and Omissions Insurance: $1,000,000 per occurrence.

ICF shall not be responsible for any deductibles, self-insured retentions, and/or waiting periods that may appear in the Consultant’s policies.

Consultant shall furnish certificates of insurance to ICF within five (5) business days of execution of this Agreement, and from time to time upon ICF’s reasonable request. Consultant shall provide at least thirty (30) calendar days written notice to Contractor of any policy cancellation, non-renewal or material reduction in coverage that is relevant to the contract.

The insurance requirements herein as to the types and limits of insurance coverage are to be maintained by Consultant, and any approval of said insurance by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

Consultant’s failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements on request, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and Contractor may, at its option, terminate the Contract for any such default by Consultant.

All insurance policies required shall be issued by insurance companies rated at least ‘A’ ‘VII’ in the most current edition of A.M. Best Guide or equivalent rating from another ratings agency.

ICF “entity”, its subsidiaries and “Client” are included as Additional Insured as respect to the General Liability and Automobile Liability policies. Waiver of Subrogation is included to the extent permitted by law. All policies are primary and, with the exception of Professional Liability, non-contributory with any and all applicable coverage, contain cross-liability coverage, and severability of interests language.

DISPUTES The Parties shall attempt in good faith to first resolve internally any dispute arising out of or relating to this Agreement through negotiations between authorized representatives of each respective Party in the normal course of business, before resorting to the pursuit of any other remedies available at law or in equity.

If such dispute has not been resolved through negotiation, the Parties may seek resolution of the matter utilizing any or all remedies that they have available under the law including bringing an action in court. For any litigation brought related to this Agreement, the Parties agree that the venue for such litigation shall be the United States District Court for the Eastern District of Virginia, Alexandria Division.

Each Party agrees to bear its own costs related to resolving any dispute arising under or related to this Agreement. In addition, the losing Party in a court action shall be responsible for payment of the court costs and reimbursement of the other Party’s legal fees incurred in support of such court action. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.

ASSIGNMENT/SUBCONTRACTING

a. Neither the Agreement nor any duty or right under the Agreement shall be delegated or assigned by Consultant to another party without the prior written consent of ICF, except that claims for monies due or to become due may be assigned to a financial institution if ICF is so notified in writing prior to such assignment. ICF shall be furnished a signed copy of any such assignment. All payments under the Agreement, including those to an assignee, shall be subject to setoff or recoupment for any present or future claim or claims that ICF may have against Consultant. ICF reserves the right to make settlements, or adjustments in price, or both, with Consultant under the terms of the Agreement notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee. Consultant is responsible to ensure that all terms, conditions and flow-down requirements in the Agreement are flowed down to any lower tier Consultant who is approved by ICF. Consultant is fully responsible for the acts and omissions of its lower tier Consultants and of persons either directly or indirectly employed by them.

b. Consultant shall not assign, novate, or transfer, by operation of law or otherwise, the Agreement,
in whole or in part, without the prior written approval of ICF. For purposes of the Agreement, an assignment shall be deemed to occur upon the earlier of the announcement or consummation of any of the following: a merger, consolidation, sale or acquisition of a party or any division or component of Consultant; the sale of all or substantially all of the assets of Consultant; or the acquisition of a controlling interest in the stock or interest, as the case may be, of the Consultant.

Any assignment, novation, or transfer not in accordance with this Article shall be in a material breach of the Agreement, which shall entitle ICF to terminate the Agreement immediately. assets, reorganization or otherwise.

30. PUBLICITY and PUBLICATIONS Consultant may not publicize this Agreement, or its subject matter or state that Contractor and/or Client has approved or endorsed any Services or Deliverables Consultant has provided or provides as contemplated by this Agreement. No public releases including those for news, advertising, information, technical or scientific purposes relating to this Agreement shall be issued by Consultant without Contractor’s prior written consent.

31. ORDER of PRECEDENCE In the event of a conflict in the terms and conditions of the contract documents, the following order of precedence shall apply:

- Prime Contract Clauses (Appendix D)
- The/This Agreement (*)
- The Scope of Work
- General Terms and Conditions (this Exhibit A)
- Fee Schedule
- Other contractual documents

(*) References to “the Agreement,” “this Agreement,” “the Subcontract” or “this Subcontract” shall refer to the base subcontract agreement to which this Exhibit A is appended

32. NON-WAIVER Failure of Contractor to insist on strict performance of any of the terms and conditions contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of Contractor’s right to subsequently require strict compliance with such terms and conditions.

33. SEVERABILITY If any part of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement shall remain in full force and effect as to the remaining provisions.

34. COMPLIANCE with LAW Consultant specifically agrees to comply with all Federal and state laws and regulations of Consultant/contractor conduct such as procurement integrity regulations, and post-government service employment regulations including, but not limited to 41 U.S.C. 423 and 18 U.S.C. 207 which apply to Consultant, or the work performed by Consultant under this Agreement.

Consultant shall provide Contractor with information, documentation, and certifications and execute such papers as will demonstrate Consultant’s compliance with said laws, regulations and this Agreement upon request. Consultant will provide Contractor with additional assistance, if requested, to enable Contractor to also comply with said laws and regulations.

Consultant agrees to comply with all applicable provisions of the OFPP/OMB Policy Letter on Consultants and Conflict of Interest, the Lobbying and Disclosure Act of 1995, and Public Law No. 101-121 (the Byrd Amendment), including but not limited to, those pertaining to disclosure, registration, and certification. Further, Consultant shall not perform any activities on behalf of Contractor which are intended to influence or which attempt to influence U.S. Government Executive or Legislative branch officers or employees, including members of Congress, with respect to the award, renewal, extension, amendment, administration or modification of a contract, grant, cooperative agreement, loan, license or permit. Consultant shall make no communication (written, oral or telephonic) to a Congressional or Executive branch member, officer or employee on Contractor’s behalf without the prior written consent of Contractor. Consultant shall not knowingly solicit or obtain, directly or indirectly, from any government or agency employee, any proprietary or source selection information.

Notwithstanding the above, Consultant shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and consultants to employ and advance in employment qualified protected veterans. Additionally, Consultant shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits the discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and consultants to employ and advance in employment individuals with disabilities.

Consultant shall not offer or provide any bribe or kickback to any person, nor shall Consultant offer or provide any gratuity of any type or nature, including the purchase of meals, to any Federal, State, or local government employees or officials.

Consultant hereby acknowledges that at the time of entering into this Agreement neither it nor any person representing Consultant is (1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any program sponsored by a Federal, State or local department or agency; or (2) under current investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any Federal, State, or local department or agency. Consultant represents that it will immediately notify Contractor of any inquiry or commencement of any debarment proceedings from any government procurement activity; and any suspension, debarment, pending debarment charges or criminal convictions or notice thereof received during the performance of this Agreement. Upon receiving such written notice of inquiry or commencement of any such proceeding from Consultant, Contractor shall have the right to immediately terminate this Agreement.

35. GOVERNING LAW The validity, construction, scope, and performance of this Agreement shall be governed
by the laws of the Commonwealth of Virginia without regard to its conflict of law principles, except as to any provisions hereof which are governed by the laws or regulations of the United States of America, as to which provisions such laws of the United States shall govern provided, however, that the Parties hereby expressly agree that any resulting award shall not be governed under the terms and conditions of the U.N. Convention on Contracts for the International Sale of Goods. In the event an action or proceeding is commenced with respect to this Agreement, the prevailing party shall be entitled to receive reasonable legal fees and expenses from the other party. Each Party expressly and irrevocably consents that any suit, action, or proceeding arising out of or related to this Agreement and brought by either party will be instituted in a state or federal court sitting in the Commonwealth of Virginia, and both Parties further expressly waives any objection that it has or may have to the jurisdiction of such courts. Further, each Party hereby waives its right to a jury trial in any action arising hereunder.

36. NO AGENCY Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

37. CAPTIONS The captions and headings of this agreement are intended for convenience and reference only, shall not affect the construction or meaning of this Agreement

38. BUSINESS ETHICS & CONDUCT Contractor is committed to conducting its business free from unlawful, unethical or fraudulent activity. Consultant will: (i) conduct their activities fairly, impartially, and in an ethical and proper manner; (ii) not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived; and (iii) conduct their activities in a manner that is consistent with the ethical and professional standards of Contractor as contained in ICF’s Code of Business Ethics and Conduct. A copy of ICF’s Code of Business Ethics and Conduct can be found at http://investor.icf.com/corporate-governance/code-conduct or provided upon request. To report a related serious concern or violation, please contact the ICF Ethics Hotline toll-free at 866-373-6934 or by submitting a claim via the ICF online ethics database at http://icf.cherntwhistle.com/ethfeedback/index.jsp. You should use the Hotline only to make a good faith claim, as Contractor takes all allegations seriously.

39. DATA PROTECTION COMPLIANCE The Parties shall comply with their respective obligations under applicable data privacy and data security laws and regulations (together, the “Data Protection Laws”). Where, in connection with this Agreement, Consultant Treats Personal Data, Consultant shall: (i) maintain throughout the Term the appropriate data privacy and data security measures, policies, and procedures that are designed to comply with the Data Protection Laws; (ii) Treat Personal Data solely to provide the Services hereunder and for no other purpose; (iii) only grant “need to know” Personnel access to Personal Data; (iv) not disclose Personal Data to any person or third party except as set forth in an SOW or as required by law or with Contractor’s prior written consent; (v) implement all commercially reasonable practices to prevent misuse, destruction, loss, theft, intrusion, attack, computer virus infection, unauthorized Treatment, or similar activities; (vi) preserve the integrity of all Personal Data and system information on systems and in databases maintained by Consultant in transfer to, transfer from, or while at rest with Consultant (including, but not limited to, using industry standard encryption technology); and (vii) immediately notify Contractor if it becomes aware of any misuse of Personal Data or actual unintended or unauthorized access of any Consultant system that may Treat Personal Data produced under, provided under, or related to this Agreement or any SOW subject to this Agreement. Consultant warrants that it has a formal written information data privacy and data security program or an equivalent program, which may be found at https://www.privacyshield.gov/welcome and is incorporated herein to this Agreement by reference.

Notwithstanding the above provisions, if Consultant Treats Personal Data of resident in European, United Kingdom, Canadian, or similar data protection laws jurisdictions, it will either (i) obtain certification for, and comply with, Privacy Shield or its successor, a link with may be found at https://www.privacyshield.gov/welcome and notify the Contractor in writing within five (5) days, upon either the renewal of Consultant’s certification or the lapse of same or (ii) Treat such Personal Data under EU-approved Standard Contractual Clauses (“EU Model Clauses”) and shall abide by all provisions in such EU Model Clauses applicable to “subprocessors” as defined therein immediately upon Contractor providing Consultant with a copy of such EU Model Clauses.

40. FORCE MAJEURE Neither Consultant nor Contractor shall be liable in any way for failure to perform any provision of this Agreement (except payment of monetary obligations) if such failure is caused by any law, rule, or regulation, or any cause beyond the control of the party in default. Should such acts or events occur, the parties shall use commercially reasonable efforts to overcome all difficulties and to resume work as soon as reasonably possible.

41. INCORPORATION of the PRIME CONTRACT Referenced within and/or attached to this Agreement, and hereby incorporated by reference, are flow down provisions of the Prime Contract (collectively, “Appendix D”). For purposes of this Agreement, terms contained therein, such as “client”, “Buyer”, a company name, “Government”, and equivalent terms referring to Client, shall be deemed to mean Contractor; and terms such as “Contractor”, “Subcontractor”, “Vendor,” and equivalent terms shall be deemed to mean Consultant.

42. ENTIRE AGREEMENT The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof, and contains the entire agreement of the parties. No modification or other change to this Subcontract shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.
IN WITNESS WHEREOF, Contractor and Consultant have caused this Agreement to be executed by their duly authorized representatives as set forth below.

FOR: [ICF Entity Name]  

X  

Name (Typed or Printed)  

Date

FOR: [Consultant Name]  

X  

Name (Typed or Printed)  

Date
Appendix A.1

Waiver of Workers Compensation

Owner’s Statement:

By signing below, I assert that my business is exempt from carrying workers compensation insurance in the state(s), country or other applicable jurisdiction of ____________________________, because I do not have any employees as that term is defined by the workers compensation statutes and regulations in the state(s), country or other applicable jurisdiction identified above. All of the work performed in my business is performed by the proprietor, partners or executive officers. I have elected not to cover the proprietor, partners or executive officers with workers compensation insurance. This decision is made in full compliance with the workers compensation laws and regulations of the above state(s), country or other applicable jurisdiction.

If, at a later date, I should hire any employee(s) in my business, then I will purchase workers compensation insurance covering my employees and will provide to ICF a certificate of insurance for the insurance policy in accordance with the Consultant Agreement between ICF and myself and in full compliance with the workers compensation laws and regulations of the above state(s), country or other applicable jurisdiction.

____________________________________
Name of Consultant

____________________________________
Signature Consultant

____________________________________
Date
Appendix A.3
Release of Liability

I, _________________________________, as part of this Consulting Agreement (agreement no. __________ regarding project no. __________) agree that I will be personally and financially liable for any and all claims arising from my actions or inactions during the performance of this Agreement, including, without limitation, liability for death, personal injury, sickness, damage to property, or any other indirect or consequential damages. On behalf of myself, my heirs, representatives and successors, I release and forever discharge, indemnify and hold harmless ICF Consulting Group, Inc., its subsidiaries and affiliates, officers, directors, employees and agents from any liability, claim, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from or relate to my performance under this agreement.

I certify that I have a complete understanding of the terms and conditions of this contract and I have signed this agreement voluntarily.

____________________________________
Name of Consultant

____________________________________
Signature of Consultant

____________________________________
Date
APPENDIX D
Prime Contract Clauses

To the extent any of the terms and conditions set forth in this Appendix D are inconsistent with those found in the body of the Agreement, the terms and conditions of this Appendix D shall control.

The following clauses are hereby incorporated in full text and by reference. The clauses incorporated by reference have the same force and effect as if they were given in their full text.
South Bay Cities Council of Governments

August 10, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director

RE: Recommendation for Chamber of Commerce Memberships

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

BACKGROUND

Last year, the SBCCOG was a member of 14 Chambers of Commerce in the South Bay at a cost of $2,787. Joining the recommended Chambers is helpful to the implementation of the SBCCOG’s Green Business Assist and Green Business Certification programs as well as our water, waste, and energy efficiency partner contracts. We also enlist the Chambers to support our advocacy positions and grant applications as well as other collaborative efforts.

Due to memberships expiring at varying times throughout the fiscal year, SBCCOG staff provides an annual recommendation to our Board for a set of membership approvals. This action will authorize payment of memberships that become due throughout FY20-21. The recommendation for this year is to maintain membership in the 14 Chambers of Commerce of which the SBCCOG is currently a member listed below:

- South Bay Association of Chambers of Commerce
- Carson Chamber of Commerce
- El Segundo Chamber of Commerce
- Gardena Chamber of Commerce
- Hawthorne Chamber of Commerce
- Hermosa Beach Chamber of Commerce
- Inglewood Chamber of Commerce
- Los Angeles Gateway Chamber of Commerce
- Manhattan Beach Chamber of Commerce
- Palos Verdes Peninsula Chamber of Commerce
- Redondo Beach Chamber of Commerce
- San Pedro Chamber of Commerce
- Torrance Chamber of Commerce
- Wilmington Chamber of Commerce

COST

Some Chambers have not yet determined if membership dues will increase, so anticipated membership dues were estimated based on a 10% increase above the FY19-20 dues. The total estimated cost for 2020-21 is $3,100. (See Exhibit A for a breakdown of anticipated dues for each Chamber of Commerce.)

RECOMMENDATION

Recommend Board approval to join the attached list of Chambers of Commerce for the FY20-21 year at a cost not to exceed $3,100.

Prepared by David Leger
<table>
<thead>
<tr>
<th>Name</th>
<th>Member in 2019-20 (Y/N)</th>
<th>Anticipated 2020-2021 Dues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carson Chamber of Commerce</td>
<td>Y</td>
<td>$220.00</td>
</tr>
<tr>
<td>El Segundo Chamber of Commerce</td>
<td>Y</td>
<td>$313.50</td>
</tr>
<tr>
<td>Gardena Valley Chamber of Commerce</td>
<td>Y</td>
<td>$297.00</td>
</tr>
<tr>
<td>Hawthorne Chamber of Commerce</td>
<td>Y</td>
<td>$137.50</td>
</tr>
<tr>
<td>Hermosa Beach Chamber of Commerce</td>
<td>Y</td>
<td>$82.50</td>
</tr>
<tr>
<td>Inglewood/Airport Area Chamber of Commerce</td>
<td>Y</td>
<td>$330.00</td>
</tr>
<tr>
<td>LA Gateway Chamber of Commerce</td>
<td>Y</td>
<td>$110.00</td>
</tr>
<tr>
<td>Manhattan Beach Chamber of Commerce</td>
<td>Y</td>
<td>$299.20</td>
</tr>
<tr>
<td>Palos Verdes Peninsula Chamber</td>
<td>Y</td>
<td>$330.00</td>
</tr>
<tr>
<td>Redondo Beach Chamber of Commerce</td>
<td>Y</td>
<td>$280.50</td>
</tr>
<tr>
<td>San Pedro Chamber of Commerce</td>
<td>Y</td>
<td>$220.00</td>
</tr>
<tr>
<td>Torrance Chamber of Commerce</td>
<td>Y</td>
<td>$330.00</td>
</tr>
<tr>
<td>Wilmington Chamber of Commerce</td>
<td>Y</td>
<td>$110.00</td>
</tr>
<tr>
<td>South Bay Association of Chambers of Commerce</td>
<td>Y</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Anticipated total for recommended memberships</strong></td>
<td></td>
<td><strong>$3,060.20</strong></td>
</tr>
</tbody>
</table>
South Bay Cities Council of Governments

August 10, 2020

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – July 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
The CivicSpark Fellow has completed draft climate adaptation strategy documents for eight SBCCOG member cities. City staff are currently reviewing and providing feedback on these documents. The draft documents will be updated and revised in response to staff feedback during early August. Once these documents are completed, they will be returned to cities and can be used as a resource by staff to update city documents and policies. The CivicSpark Fellow is also planning a Climate Adaptation & Action Working Group Meeting for August 20th. This meeting will feature guest speakers from SCAG, who will discuss resources currently under development to assist cities with local climate adaptation. The following chart provides status by city:

<table>
<thead>
<tr>
<th>City</th>
<th>Status of Climate Adaptation Planning</th>
<th>How will the City use the Adaptation Strategies Developed with the SBCCOG?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carson</td>
<td>SBCCOG worked with city staff to develop a Draft Climate Adaptation Strategy Document</td>
<td>The City is interested in using the strategies to update their General Plan.</td>
</tr>
<tr>
<td>El Segundo</td>
<td>SBCCOG worked with city staff to develop a Draft Climate Adaptation Strategy Document</td>
<td>The City plans is interested in including the strategies as a chapter to their Climate Action Plan.</td>
</tr>
<tr>
<td>Gardena</td>
<td>The city will address at a later date.</td>
<td>N/A</td>
</tr>
<tr>
<td>Hawthorne</td>
<td>SBCCOG worked with city staff to develop a Draft Climate Adaptation Strategy Document</td>
<td>City staff is interested in incorporating strategies into their city general plan.</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>Climate Adaptation is already integrated into their city General Plan, Plan Hermosa.</td>
<td>N/A</td>
</tr>
<tr>
<td>Inglewood</td>
<td>The City of Inglewood’s Energy and Climate Action Plan already includes climate adaptation.</td>
<td>N/A</td>
</tr>
<tr>
<td>Lawndale</td>
<td>The City staff has been provided the list of strategies and will address selection in the next General Plan Update.</td>
<td>N/A</td>
</tr>
<tr>
<td>City</td>
<td>Status</td>
<td>Additional Information</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Lomita</td>
<td>The City staff has been provided the list of strategies and will address selection when the General Plan-Safety Element is updated.</td>
<td>N/A</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>The City has already integrated climate change adaptation into various city plans.</td>
<td>N/A</td>
</tr>
<tr>
<td>Manhattan Beach</td>
<td>The City was already in the process of developing in-house a Climate Action and Adaptation Plan.</td>
<td>N/A</td>
</tr>
<tr>
<td>Palos Verdes Estates</td>
<td>SBCCOG worked with city staff to develop a Draft Climate Adaptation Strategy Document.</td>
<td>The City is interested in using the strategies to update their General Plan-Safety Element and Local Hazard Mitigation Plan.</td>
</tr>
<tr>
<td>Rancho Palos Verdes</td>
<td>SBCCOG worked with city staff to develop a Draft Climate Adaptation Strategy Document.</td>
<td>The City is interested in including the strategies as a chapter to their Emissions Reduction Action Plan.</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>Climate Change is already part of the City's Draft Local Hazard Mitigation Plan.</td>
<td>N/A</td>
</tr>
<tr>
<td>Rolling Hills</td>
<td>SBCCOG worked with city staff to develop a Draft Climate Adaptation Strategy Document.</td>
<td>The City has not decided how to move forward.</td>
</tr>
<tr>
<td>Rolling Hills Estates</td>
<td>SBCCOG worked with city staff to develop a Draft Climate Adaptation Strategy Document.</td>
<td>The City is interested in using the strategies to update their General Plan-Sustainability Element.</td>
</tr>
<tr>
<td>Torrance</td>
<td>SBCCOG worked with city staff to develop a Draft Climate Adaptation Strategy Document.</td>
<td>The City plans to use the strategies to create a Climate Adaptation Plan.</td>
</tr>
</tbody>
</table>

**Water Conservation**

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

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

**Task 1. Educational Outreach Support**

*Exhibit Events*

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

*Status of goal:* 7 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of July 2020

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

*Water Bottle Filling Station Program*

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

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

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

**Task 2. Support for Workshops, Events, & Webinars**

*Educational Classes*

*Contract goal:* 10 physical classes or webinars

*Status of goal:* 1 completed (July 10 Summer Splash Lunch & Learn Water Use Efficiency virtual class); in-person classes are on hold

Staff continues to work with West Basin staff to hold classes via Zoom.
Rain Barrel Giveaway
Contract goal: minimum of 5 and maximum of 6 events  
Status of goal: rain barrel events are on hold

SBCCOG staff continues to work on possible program enhancements which include discussing a rain barrel distribution 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 August 13th to discuss next steps for addressing precautions taken against COVID-19 at potential future distribution events.

Task 3. Cash for Kitchens
Contract goal: distribute pre-rinse spray nozzles, sink flow restrictors, window clings, & program materials to 86 prior survey sites  
Status of goal: 0: outreach to business and agencies 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 5. Change & Save (DAC) Program
Contract goal: Receive, document, and track customer calls; assist customers with online survey; assist customers with applying for $500 High-Efficiency Clothes Washer Rebate  
Status: 500 surveys completed GOAL MET  
Number of calls: 22 in July  
Number of surveys completed: 0  
Number of customers assisted with rebate application: 22 in July

SBCCOG and Allegra staff (West Basin Contractor) successfully met the FY19-20 contract 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.

A team check-in meeting was held on July 27th to review the final report on surveys: SBCCOG completed 46 surveys; 500 water saving devices were distributed; and 50 photos of installed water kits were received. Water saving device distribution is on hold until the Fall. Residents are still encouraged to take the online survey and will have priority for receiving the water saving devices.

Torrance Water
Contract year is July 1, 2020 through June 30, 2021

Torrance is temporarily postponing the Cash for Kitchens Program, including outreach. SBCCOG staff has submitted the new contract for 2020-2021 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, 2020-June 30, 2021*

SBCCOG staff has been working with LACSD staff to finalize the draft FY2020-21 contract.

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

**Contract goals:**
- 8-12 targeted special exhibit events - *Status of goal:* 6 completed
- 1 training for SBCCOG Volunteers on LADWP programs - *Status of goal:* To be scheduled 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. SBCCOG staff contacted LADWP staff to discuss the commercial kitchen assessments in District 15. A meeting will be scheduled the first week of August.

**Energy**

Energy Efficiency Partnership Program – Southern California Gas Company (SCG)  
SBCCOG staff, along with the energy engineer, continues to work with cities to record gas accounts into Energy Star Portfolio Manager and benchmark facilities. Staff also is working with SCG staff to meet with South Bay School districts to discuss opportunities to receive incentives by implementing facility improvements. SBCCOG staff is also in discussions for potential new contract for 2020-21.

Energy Efficiency Partnership Program – Regional Energy Network (REN)  
SBCCOG staff is coordinating with REN to meet with cities one-on-one in a virtual format over the next few months. These meetings with focus on identifying city priorities for energy efficiency projects.

**PACE**  
SBCCOG continues to promote PACE financing for homeowners.

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

### Total Lifetime Impacts from program - *inception through May 2020*

<table>
<thead>
<tr>
<th>District</th>
<th>Estimated Total Water Saved (gal)</th>
<th>Estimated Annual Total Electricity Saved (kWh)</th>
<th>Estimated Annual Total Natural Gas Saved (ccf)</th>
<th>Estimated Annual Total Utility Bill Savings ($)</th>
<th>Estimated Annual Total Carbon Abated (metric tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals</td>
<td>4,709,302.19</td>
<td>2,109,330.97</td>
<td>35,268.52</td>
<td>426,865.14</td>
<td>767.22</td>
</tr>
<tr>
<td>Carson</td>
<td>1,517,686</td>
<td>497,029</td>
<td>12,143</td>
<td>$112,177</td>
<td>$202</td>
</tr>
<tr>
<td>El Segundo</td>
<td>118,646</td>
<td>9,848</td>
<td>86</td>
<td>$2,489</td>
<td>$3</td>
</tr>
<tr>
<td>Gardena</td>
<td>808,823</td>
<td>313,424</td>
<td>3,507</td>
<td>$58,022</td>
<td>$105</td>
</tr>
<tr>
<td>Hawthorne</td>
<td>435,615</td>
<td>210,144</td>
<td>5,592</td>
<td>$44,795</td>
<td>$88</td>
</tr>
<tr>
<td>Inglewood</td>
<td>269,145</td>
<td>156,075</td>
<td>3,459</td>
<td>$31,819</td>
<td>$61</td>
</tr>
<tr>
<td>Lomita</td>
<td>46,770</td>
<td>42,078</td>
<td>222</td>
<td>$8,118</td>
<td>$13</td>
</tr>
<tr>
<td>Los Angeles District 15*</td>
<td>803,203</td>
<td>583,712</td>
<td>7,129</td>
<td>$112,431</td>
<td>$198</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>57,089</td>
<td>87,323</td>
<td>1,679</td>
<td>$18,100</td>
<td>$33</td>
</tr>
<tr>
<td>Rolling Hills Estates</td>
<td>188,580</td>
<td>1,995</td>
<td>31</td>
<td>$1,358</td>
<td>$1</td>
</tr>
<tr>
<td>Torrance</td>
<td>463,746</td>
<td>207,703</td>
<td>1,421</td>
<td>$37,556</td>
<td>$64</td>
</tr>
</tbody>
</table>

### Total Annual Impacts

<table>
<thead>
<tr>
<th>District</th>
<th>Estimated Job Years Added</th>
<th>Estimated Annual Total Water Saved (gal)</th>
<th>Estimated Annual Total Electricity Saved (kWh)</th>
<th>Estimated Annual Total Natural Gas Saved (ccf)</th>
<th>Estimated Annual Total Utility Bill Savings ($)</th>
<th>Estimated Annual Total Carbon Abated (metric tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals</td>
<td>275.58</td>
<td>4,709,302.19</td>
<td>2,109,330.97</td>
<td>35,268.52</td>
<td>426,865.14</td>
<td>767.22</td>
</tr>
<tr>
<td>Carson</td>
<td>93</td>
<td>1,517,686</td>
<td>497,029</td>
<td>12,143</td>
<td>$112,177</td>
<td>$202</td>
</tr>
<tr>
<td>El Segundo</td>
<td>3</td>
<td>118,646</td>
<td>9,848</td>
<td>86</td>
<td>$2,489</td>
<td>$3</td>
</tr>
<tr>
<td>Gardena</td>
<td>32</td>
<td>808,823</td>
<td>313,424</td>
<td>3,507</td>
<td>$58,022</td>
<td>$105</td>
</tr>
<tr>
<td>Hawthorne</td>
<td>32</td>
<td>435,615</td>
<td>210,144</td>
<td>5,592</td>
<td>$44,795</td>
<td>$88</td>
</tr>
<tr>
<td>Inglewood</td>
<td>26</td>
<td>269,145</td>
<td>156,075</td>
<td>3,459</td>
<td>$31,819</td>
<td>$61</td>
</tr>
<tr>
<td>Lomita</td>
<td>4</td>
<td>46,770</td>
<td>42,078</td>
<td>222</td>
<td>$8,118</td>
<td>$13</td>
</tr>
<tr>
<td>Los Angeles District 15*</td>
<td>58</td>
<td>803,203</td>
<td>583,712</td>
<td>7,129</td>
<td>$112,431</td>
<td>$198</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>7</td>
<td>57,089</td>
<td>87,323</td>
<td>1,679</td>
<td>$18,100</td>
<td>$33</td>
</tr>
<tr>
<td>Rolling Hills Estates</td>
<td>2</td>
<td>188,580</td>
<td>1,995</td>
<td>31</td>
<td>$1,358</td>
<td>$1</td>
</tr>
<tr>
<td>Torrance</td>
<td>19</td>
<td>463,746</td>
<td>207,703</td>
<td>1,421</td>
<td>$37,556</td>
<td>$64</td>
</tr>
</tbody>
</table>
HERO: As of Q4 2019, Western Riverside COG began issuing quarterly reports rather than monthly reports. Proceeds from HERO for 2020 Q2 = $139.00. Total since program start in 2014 = $31,409.37. Proceeds for 2020 Q3 will be reported out in Nov 2020. Program Activity from beginning through end of FY20 are below:

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

CAGBN – The new goal is to certify 10 businesses in each city. SBCCOG staff continues to identify, certify, and assist businesses as well as promote the program through social media.

  Contract goals - City of Hawthorne: 10 certified green businesses; Status of goals: 0 certified businesses
  Contract goals - City of Torrance: 10 certified green businesses; Status of goals: 1 certified business

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

As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (60), Lawndale (27), Hawthorne (43), Redondo Beach (16), El Segundo (15), Gardena (15), Carson (12), Inglewood (10), Manhattan Beach (8), Palos Verdes Estates (7), Rancho Palos Verdes (7), Hermosa Beach (5), Rolling Hills Estates (4), Lomita (3), Lennox (2), and Los Angeles County – Community of Westmont (1) for a total of 235 businesses in the program as of the end of July 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: 87 outreach events; 5 vanpool or rideshare meetings; 3 Survey Engagement
During July, 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 14 different online meetings. Additionally, SBCCOG staff updated the telework page on the SBCCOG website.

Metro Express Lanes (MEL) (*Contract period Nov. 15, 2019 – Nov. 14, 2020*)
Work continues to organize and plan for a virtual calendar of events where Metro’s MEL program materials will be distributed. During this period, MEL materials were distributed as part of the SBCCOG information packets at 14 SBCCOG virtual outreach events and meetings.

II. MARKETING, OUTREACH, & IMPLEMENTATION

*Outreach Events*

In July: 1 Virtual Business Event and 7 Virtual Networking Meetings

For the period July 1, 2020-June 30, 2021

- 0 Community Events
- 1 Business Events
- 6 Virtual Networking Meetings

*Media*

*Social Media (during the month of July)*

- **SBCCOG -- Totals for Social Media (SBCCOG) (top tweet – right)**
  - Twitter: 251 followers total, 2,900 impressions*
  - Facebook: 132 likes total, 188 impressions

- **SBESC -- Totals for Social Media (top tweet – right)**
  - Twitter: 556 followers total, 3,300 impressions*
  - Facebook: 755 likes total, 328 impressions
  - LinkedIn: 137 followers total, 57 impressions

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

*Earned Media/Articles/Network TV*


*Volunteer Program*

*Status of Program*: 0.00 hours for July 2020
Grand total as of 7/31/2020 - 20,288.67 (starting April 2008)
Volunteer participation remains low due to COVID 19.
<table>
<thead>
<tr>
<th>Monthly Meetings</th>
<th>Carson</th>
<th>El Segundo</th>
<th>Gardena</th>
<th>Hawthorne</th>
<th>Hermosa Beach</th>
<th>Highland</th>
<th>Lavallette</th>
<th>Lomita</th>
<th>Manhattan Beach</th>
<th>Pico Santa Verdes</th>
<th>Rancho Palos Verdes</th>
<th>Redondo Beach</th>
<th>Rolling Hills Estates</th>
<th>Rolling Hills Estates</th>
<th>Torrance</th>
<th>County of LA</th>
<th>Los Angeles</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Managers Meeting 7/1</td>
<td>S. Landers</td>
<td>S. Mitnick</td>
<td>E. Lee</td>
<td>S. Lowenthal</td>
<td>R. Smoot</td>
<td>B. Mise</td>
<td>J. Hadfield</td>
<td>E. Jeng</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Managers Meeting 7/15</td>
<td>E. Lee</td>
<td>S. Lowenthal</td>
<td>B. Mise</td>
<td>L. Guglielmo</td>
<td>J. Hadfield</td>
<td>G. Gommar</td>
<td>A. Chaparyan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS</td>
<td>J. Martin</td>
<td>J. Moreno</td>
<td>B. Shrewsbury</td>
<td>L. Nguyen</td>
<td>C. Honzahl</td>
<td>J. LaRock</td>
<td>J. Naughton</td>
<td>C. Chen</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeless Service Task Force</td>
<td>R. Bennet</td>
<td>C. Hicks</td>
<td>M. Lemus</td>
<td>P. Francis</td>
<td>X. Ack</td>
<td>A. Morris</td>
<td>D. Knighton</td>
<td>G. Gabriel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks and Rec</td>
<td>M. Peri</td>
<td>N. Sweeney</td>
<td>S. Santon</td>
<td>V. Norris</td>
<td>K. Orta</td>
<td>S. Barnes</td>
<td>C. Lunder</td>
<td>J. LaRock</td>
<td>C. Montecillo</td>
<td>J. Jones</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning Directors/Community Dev.</td>
<td>S. Lee</td>
<td>C. Tai</td>
<td>B. Bridge</td>
<td>K. Nakamura</td>
<td>B. Forbes</td>
<td>J. Naughton</td>
<td>D. Santos</td>
<td>A. Palacio</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Services Working Group</td>
<td>R. Delgado</td>
<td>P. Francis</td>
<td>C. Theobald</td>
<td>D. Brown</td>
<td>B. Davila</td>
<td>M. German</td>
<td>(POVVE-CARES)</td>
<td>M. German</td>
<td>B. Hoff</td>
<td>T. Sklar</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

City Attendance at Meetings

<table>
<thead>
<tr>
<th>Cities that attended</th>
</tr>
</thead>
</table>

Cities that attended
**South Bay Cities Council of Governments**

August 10, 2020

**TO:** SBCCOG Steering Committee  
**FROM:** Jacki Bacharach, SBCCOG Board of Directors  
**RE:** Bills to Monitor and for Action – **Status as of August 2, 2020**

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

### FINANCE

<table>
<thead>
<tr>
<th>Bill</th>
<th>Description</th>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB 795</td>
<td>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>SUPPORT (5/28/20) (Ltr to Sen Approp. 6/4/20)</td>
<td>8/3/20 Assembly 2nd Reading</td>
</tr>
</tbody>
</table>

| AB 725   | AMENDED: General plans: housing element: moderate-income and above moderate-income housing: suburban and metropolitan jurisdictions. The purpose of this bill is to facilitate the development of more medium density housing at moderate and above-moderate incomes, akin to the requirement for very low- and low-income housing. It requires at least 25% of the jurisdiction's share of the regional housing need for both moderate-income and above moderate-income housing be allocated to sites with zoning that allows at least **two FOUR units of housing, but no more than 35 units per acre of housing**. Such density would enable | OPPOSE (7/23/20) (Ltr to Sen Housing 7/27/20) | 8/6/20 Senate Committee on Housing |
the production of medium-density housing on these sites that typically are subject to more restrictive zoning currently. For a typical jurisdiction, this bill would increase the minimum percentage of land zoned for multi-family housing from approximately 40% to 55%.

<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AB 1851 (Wicks)</strong></td>
<td><strong>AMENDED:</strong> Religious institution affiliated housing development projects: parking requirements. Allows a religious institution to develop an affordable housing project at a place of worship owned by the religious institution even if the development requires the religious institution to reduce the number of religious-use parking spaces available at the place of worship. <strong>Would authorize a local agency to require up to one parking space per unit for a religious institution affiliated housing development project.</strong></td>
</tr>
<tr>
<td><strong>AB 2168 (McCarty)</strong></td>
<td>Planning and zoning: electric vehicle charging stations: permit application: approval - would require an application to install an electric vehicle charging station to be deemed complete if, 5 business days after the application was submitted, the building official of the city, county, or city and county has not deemed the application complete, as specified, and if the building official has not issued a one-written correction notice, as specified. The bill would require an application to install an electric vehicle charging station to be deemed approved if 15 business days after the application was deemed complete certain conditions are met, including that the building official of the city, county, or city and county has not approved the application, as specified, and the building official has not made findings that the proposed installation could have an adverse impact, as described above, and required the applicant to apply for a use permit.</td>
</tr>
<tr>
<td><strong>AB 2345 (Gonzalez)</strong></td>
<td>Planning and zoning: density bonuses: annual report: affordable housing. - Revises Density Bonus Law to increase the maximum allowable density and the number of concessions and incentives a developer can seek.</td>
</tr>
<tr>
<td><strong>AB 3107 (Bloom)</strong></td>
<td><strong>AMENDED:</strong> Planning and zoning: <strong>general plan commercial zoning:</strong> housing development. Notwithstanding any inconsistent provision of a city’s or county’s general plan, specific plan, zoning ordinance, or regulation, would require that a housing development be an authorized use on a site designated in any local agency’s...</td>
</tr>
</tbody>
</table>
**zoning code for commercial uses** if certain conditions apply. Among these conditions, the bill would require that the housing development be subject to a recorded deed restriction requiring that at least 20% of the units have an affordable housing cost or affordable rent for lower income households, as those terms are defined, and located on a site that satisfies specified criteria. The bill would require the city or county to apply certain height, density, and floor area ratio standards to a housing development that meets these criteria. Would deem a housing development consistent, compliant, and in conformity with local development standards, zoning codes, and general plan if it meets the requirements of the bill. Would require a jurisdiction to comply with these requirements only until it has completed the rezoning, required as described above, for the 6th revision of its housing element. Would repeal these provisions as of January 1, 2030.

| SB 902  | 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. | OPPOSE (5/28/20) (4/23/20) | Assembly Local Government Committee Hearing Date: 8/11/20 |
| SB 995  | Environmental Quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2011: housing projects - would require a lead agency to prepare a master EIR for a general plan, plan amendment, plan element, or specified plan for housing projects where the state has provided funding for the preparation of the master EIR. | MONITOR | Assembly Natural Resources Committee Hearing Date: 8/6/20 |
| SB 1085 | Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints - would require a unit designated to satisfy the inclusionary zoning requirements of a city or county to be included in the total number of units on which | OPPOSE (7/23/20) | 8/3;20 Assembly 2nd Reading |

(Ltr to Asm Approp 6/4/20) (Ltr to Sen Approp. 6/4/20) (Ltr sent to Sen.Housing 5/4/20) (Ltr to Asm Housing Comm. Dev. 7/27/20)
<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Description</th>
<th>Supporting Information</th>
<th>Opposing Information</th>
<th>Committee Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB 1120</td>
<td>Subdivisions: tentative maps Would require a proposed housing development containing 2 residential units to be considered ministerially, without discretionary review or hearing, in zones where allowable uses are limited to single-family residential development within a single family residential zone, if the proposed housing development meets certain requirements, including but not limited to, that the proposed housing development would not require demolition or alteration of housing 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, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.</td>
<td></td>
<td>OPPOSE (6/8/20) (Ltr to Sen Approp Comm 6/8/20)</td>
<td>Assembly Local Government Committee Hearing Date: 8/11/20</td>
<td></td>
</tr>
<tr>
<td>SB 1138</td>
<td>Housing element: emergency shelters: rezoning of sites - requires localities that fail to adopt a legally compliant housing element within 120 days of the statutory deadline, to complete a rezone program within one year instead of the current three-year requirement.</td>
<td></td>
<td>OPPOSE (7/23/20) (Ltr to Asm Housing Comm. Dev. 7/27/20)</td>
<td>7/30/20 Assembly Appropriations Comm.</td>
<td></td>
</tr>
<tr>
<td>SB 1299</td>
<td>Housing Development. Incentives. Rezoning of Idle Retail Sites. Would, upon appropriation by the Legislature, require HCD to administer a program to provide incentives in the form of grants allocated as provided to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to instead allow the development of workforce housing. It provides for 7 years of property tax based on commercial status if changed to housing.</td>
<td></td>
<td>SUPPORT (5/28/20) (Ltr to Sen Approp. 6/4/20) LCC supports</td>
<td>8/3/20 Assembly 2nd Reading</td>
<td></td>
</tr>
<tr>
<td>SB 1385</td>
<td>Local Planning. Housing in Commercial Zones. This measure, the Neighborhood Homes Act, would deem a housing development project, as defined, an authorized use on a neighborhood lot that is zoned for office or retail commercial use under a local agency’s</td>
<td></td>
<td>MONITOR</td>
<td>Assembly Local Government Committee Hearing Date: 8/11/20</td>
<td></td>
</tr>
</tbody>
</table>
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.

### 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. | OPPOSE (7/23/20) (Ltr to Sen. Pub Safety 7/27/20) | 7/2/20 Senate Public Safety Committee |

### TELECOMMUNICATIONS

| AB 570 (Aguiar-Curry) & Muratsuchi | Communications: broadband services: California Advanced Services Fund. Current law specifies that moneys in the Broadband Public Housing Account are available for the Public Utilities Commission to award grants and loans to an eligible publicly supported community to finance a project to connect broadband network to that publicly supported community. Current law requires moneys in the Broadband Public Housing Account that have not been awarded by December 31, 2020, be transferred back to the Broadband Infrastructure Grant Account. This bill would revise the goal of the program to provide that its goal is to approve funding by an unspecified date, for infrastructure projects that will provide broadband access to no less than 98% of California households in each consortia region, as identified by the commission on or before January 1, 2017. The bill would establish the State Agency Direct Allocation Account in the CASF and would specify that the moneys in the account, upon appropriation by the Legislature, for various purposes, including upgrades to low-income census blocks to enable distance learning and telehealth and telemedicine. | SUPPORT (7/23/20) (Ltr to Sen Energy, Util. & Comm 7/27/20) | 8/3/20 Senate Energy, Utility & Commerce Committee |
| **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 infrastructure to households that are unserved areas, as defined, or unserved high-poverty areas, as defined. | SUPPORT (7/23/20) LCC supports (Ltr to Asm Communication 7/27/20) | Assembly Communications & Conveyance Committee Hearing Date: 8/3/20 |
| **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) (Ltr to House Energy and Commerce 6/18/20) | 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

DATES IN QUESTION:
- 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.
# DRAFT AGENDA

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

II. **VERIFY QUORUM**

III. **CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK**

IV. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA**

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

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

   A. **July 23 & August 20 Board Meeting Minutes** *(attachments)* – Approve

   B. **Integrated Pest Control Memorandum of Understanding with McGowan Consulting** *(attachment)* – Approve

   C. **Contract Renewal with Sanitation Districts of Los Angeles County** *(attachment)* – Approve

   D. **Contract with ICF for regional engagement, outreach, and implementation support for the Southern California Regional Energy Network (SoCalREN) Residential Sector** *(attachments)* – Approve

   E. **South Bay Chamber of Commerce Memberships** *(attachment)* – Approve

   F. **Status of Legislation of Interest to SBCCOG** *(attachment)* – Receive and File

   G. **Monthly Reports** – Receive and File

---

**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, August 27, 2020 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record. Unless otherwise noted in the Agenda, the Public can only provide written comment on SBCCOG related business that is within the jurisdiction of the SBCCOG and/or items listed on the Agenda which will be addressed during the Public Comment portion of the meeting (Item #V).

**ACCESSING THE MEETING:**  
Register in advance for the Board meeting using the below link:  
https://scag.zoom.us/meeting/register/tJIld-uorDsqhEYyjIrAPN_G-rVEpc0Lrw  
After registering, you will receive a confirmation email containing information about joining the meeting.
1. South Bay Environmental Services Center Report (attachment)
2. Transportation Report (attachment)
3. Reports from Outside Agencies (attachments for each at end of the agenda)
   a. Metro Service Council Report by Don Szerlip
   b. SCAG & Committees
      1. Regional Council (Drew Boyles, Mark Henderson, James Gazeley)
      c. League of California Cities & La Division Legislative Committee (Bea Dieringer & Jeff Kiernan)
      d. Air Quality Management District (Judy Mitchell, Joe Buscaino & Denny Shaw)
   e. South Bay Association of Chambers of Commerce (Olivia Valentine)

VII. PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)
   A. What the South Bay Needs to Know to Prepare for Economic Recovery (6:15 pm)
      1. Larry Kosmont, Chairman & CEO, Kosmont Companies
   B. SBCCOG Collaboration with Cities on Adaptation Strategies (6:50 pm)
      1. Naomi Albert, CivicSpark Fellow

VIII. TRANSPORTATION REPORTS (7:05 pm)
   A. Metro Report - Board member James Butts/Mike Bohlke/Steve Lantz
   B. Transportation Committee report

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (7:15 pm)
   A. LA vs. Hate County Campaign
   B. South Bay Fiber Network
   C. Senior Services
   D. Homeless Services
   E. SCAG Regional Early Action Program funds to accelerate housing
   F. Special Board meeting on Policing and Public Safety in the South Bay
   G. Office Update
   H. Pandemic Update – sharing/discussion

X. AGENCY REPORTS (7:40 pm)
   NOTE: Oral reports will only be made to clarify or amplify written attachments
   No Attachments received
   A. SCAG Committees
      1. Energy and Environment (Judy Mitchell and Jim Osborne)
      2. Transportation (James Gazeley)
      3. Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan &
         Mark Waronek)
   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 Workforce Investment Board (Chris Cagle)
   E. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
   F. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)
   G. California Association of Councils of Governments - CALCOG (Britt Huff)

XI. UPCOMING EVENTS & ANNOUNCEMENTS

XII. ADJOURNMENT

Next Board meeting - Thursday, September 24, 2020
Special SBCCOG Board Meeting – August 20, 2020

Suggested Topics for South Bay COG Police Practices Dialogue
With Inglewood Mayor James Butts & LA Councilman Joe Buscaino

Submitted by Olivia Valentine

What does the community expect from its police departments and is the expectation different in the Black, Brown, and White communities?

- Protection, Empathy, Respect, Consistency
- Does social media fuel discontent?
- What is meant by “over-policing”
- Why are police cultures so different between departments? Is that good or bad? How do you translate those differences to the specific community they serve?
- We often hear police leadership talk about the importance of community policing. How is that translated to the rank and file?
- Public Comment

How can the police reflect the expectations of the community?

- Is there a disconnect between community expectations and what police departments actually deliver as services?
- The Police Chief translates the community expectations to the department.
- Training and Oversight
- Continual Improvement
- Use of Force: policy, process, after-action review
- How do we want law enforcement to respond to peaceful protest?
- How do we want law enforcement to respond to arson, looting, destruction of private property, and defacing and destruction of statues?
- Public comment

How have partnerships and relationships evolved between police departments over the years?

- Has this helped better the profession?

Challenges Facing Police Departments

- What are the immediate challenges many police agencies are facing and how are they addressing these challenges?
- How have police departments evolved in the past 10 years as it relates to hiring?
- What are police leaders looking for now that is different than in the past?

Priorities of Police Departments

- What are the top priorities of police administrators right now?
- How are these priorities being addressed?
1. Community Policing
   • What it is?
   • District Policing
   • Community Interaction- Community perception of our officers

2. Training
   • Overview of training
   • Advanced Officer Training
   • Continual Improvement

3. Use of Force
   • Oversight
   • Policy/Process
   • After-action Review

4. National Policing Issues, Perceptions and Ideas
   • Hot topics

5. Where do we go from here?
   • What can we build on? What are we doing right?
   • How can we improve?
TO: SBCCOG Steering Committee
FROM: Steve Lantz, SBCCOG Transportation Director
RE: SBCCOG Transportation Update Covering July 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

LA County Transit Providers To Get $49.2 Million In Federal COVID-19 Aid
The U.S. Department of Transportation’s Federal Transit Administration on July 23rd announced $49.2 million in grant awards to six transit providers in Los Angeles County as part of the agency’s implementation of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

Among the recipients, Torrance Transit will receive $7.9 million and Redondo Beach was awarded $907,000 to support the Beach Cities Transit system, including WAVE Dial-A-Ride service, in Redondo Beach as well as neighboring cities, including Hermosa Beach, Manhattan Beach and El Segundo.

The grants support transit operating, administrative and preventive maintenance expenses during the COVID-19 public health emergency. In addition to the CARES Act funding, FTA issued a Safety Advisory that prompts transit agencies to develop and implement policies and procedures regarding face coverings and Personal Protective Equipment, cleaning and disinfection of frequently touched surfaces, physical separation and hand hygiene consistent with guidance from the Centers for Disease Control and Prevention and Occupational Safety and Health Administrations. CARES Act funding can be used to cover 100% of these costs.

It is estimated that the CARES Act funds will cover agency shortfalls for an average of 3.4 to 6.3 months as of July 2020.

A follow-up relief bill that has passed the House (the HEROES Act) would cover less than a year’s worth of the expected deficit in New York, Seattle, Los Angeles, the Bay Area, and Boston.

The California Transit Association (CTA), which represents over 85 local transit agencies in California, issued an appeal for emergency federal and state funding to keep them operating on July 7th. CTA estimated the combined need in Los Angeles and the Bay Area alone is $3.1 billion. They cited a trilogy of shortfall concerns: significantly lower local sales tax revenues,
reduced diesel excise taxes, the portion of the gas tax that helps pay for transit due to stay-at-home orders, and the precipitous drop in ridership and fare revenues is expected to continue even as people slowly go back to work—if that happens.

U.S. House of Representatives Approves Transportation Funding Bill for Fiscal Year 2021
The U.S. House of Representatives approved by a vote of 217-197 the Federal Fiscal Year 2021 Transportation, and Housing and Urban Development (THUD) appropriations bill. The legislation passed as part of a five-bill package that also included Defense, Commerce, Justice, Science, Energy and Water Development, Financial Services and General Government, Labor, Health and Human Services, and Education.

The Senate has yet to consider or approve any of the 12 appropriations bills for FY21 which increases the likelihood of a short-term continuing resolution that would extend current funding levels beyond September 30, 2020 to avoid a government shutdown. The full text of the bill is available at: https://rules.house.gov/sites/democrats.rules.house.gov/files/BILLS-116HR7617-RCP116-60.pdf.

The White House Office of Management and Budget has issued a veto threat for the House Appropriations package through a Statement of Administration policy. Mentioned in the policy statement was the Administration’s opposition to the inclusion of "new and excessive parameters and timelines" within the BUILD and other grant programs. Additionally, the Office of Management and Budget criticized language requiring passengers to wear face masks on public transportation, and stated that the California High-Speed Rail Project is a "case study in governmental dysfunction" while opposing language that would allow FRA to repurpose previously awarded federal funding for the project until legal challenges are resolved.

COVID 19 Imperils Senate and House Approval Of Infrastructure Reauthorization Bills
Politico reported on July 23rd that the House is steaming ahead with a surface transportation bill, wrapped inside a massive infrastructure package, and far outpacing the Senate, which has not made any progress since the core of its version of the bill (S. 2302) was marked up in its Environment and Public Works Committee almost a year ago. The current surface transportation act expires October 1, 2020.

The Senate Finance Committee's already-tough job of figuring out how to pay for the $287 billion, five-year bill has been complicated even more by the coronavirus pandemic, which has foiled attempts to come up with accurate estimates for flagging gas tax receipts and Highway Trust Fund revenues.

On July 21st, the House considered their $1.5 trillion infrastructure package, H.R. 2. The House bill 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. Though the surface transportation bill serves as the core vehicle, once complete, the bill also will fund vastly more than roads and bridges, encompassing housing, broadband, water issues and more.

However, HR 2 relies on a $145 billion general fund transfer, inviting a debate about massive deficit spending that could also trip up progress on the bill and no one knows the impact of COVID 19 on revenues assumed to be available to fund the programs in the bill. The Congressional Budget Office told the Finance Committee an updated baseline revenue estimate could take months.
Transportation program budgets are mostly dependent on local sales taxes, state and federal fuel taxes, and tolls. Since the COVID-induced decline in traffic volumes may also significantly reduce motor fuel tax and toll receipt revenues, the Federal government is being asked to fill the huge gap in transportation budgets across the country using Federal General Funds to supplement the nearly-insolvent Highway Trust Fund.

**US Roads Nearly Back To Pre-Pandemic VMT Levels; Accident-Related Deaths Increase**

StreetLight Data and Boston Consulting Group (BCG) created a Trip Reduction Index in March 2020 to measure COVID19 lockdown policy adherence in each state, county and metropolitan area. The index found the national average in VMT dropped 72% from the beginning of March through April 7 (following Easter Sunday), but rural counties have now fully recovered to pre-COVID VMT levels while urban counties have reached 90% recovery.

The speed that people are traveling in private vehicles has also seen a concerning shift due to new roadway trends. The National Safety Council (NSC) recently reported the U.S. traffic fatality rate jumped 23.5% in May, compared to the year prior, despite VMT in that month dropping 25.5% amid stay-at-home orders.

**NACTO Releases Innovative Framework To Set Safe Speed Limits On City Streets**

The National Association of City Transportation Officials (NACTO), on July 22nd released an innovative, tested, and proven framework for setting safe speed limits for city streets. The framework, known as City Limits, was developed by a steering committee of NACTO’s 86 member cities and transit agencies.

City Limits outlines how to use a safe systems approach to set speed limits in urban environments, in contrast to legacy methods (e.g. the 85th percentile) that often result in speeds that are inappropriately fast for urban environments. The framework outlines a three-method approach to speed limit setting that provides an alternative to percentile-based speed limit setting:

1. Setting default speed limits on many streets at once (such as 25 mph on all major streets and 20 mph on all minor streets),
2. Designating slow zones in sensitive areas, and
3. Setting corridor speed limits on high priority major streets, using a safe speed study, which uses conflict density and activity level to set context-appropriate speed limits.

The guidance ranges from step-by-step checklists for conducting activity level & conflict density analyses, to nuanced metrics for documenting speeds that go beyond percentile-based speed setting practices. Context-sensitive speed limit setting means that safe speeds are chosen based on how a street is used, and the important functions it plays in a community.

The importance of safe speed limit setting has been underscored in recent months by effects from the coronavirus pandemic. As people traveled less during stay-at-home orders, speeds increased to even more unsafe levels. In May, traffic across the U.S. was 41% lower than pre-pandemic volumes, yet crashes only dropped 21%, meaning each trip was riskier.
CARB To Set 2030 Rideshare Vehicle Electrification Regulations; Companies Seek Subsidies

The California Air Resources Board (CARB) has proposed requiring that 60 percent of miles traveled by ride-hail passengers be in electric vehicles by 2030 and to get one-third of ride share drivers into electric vehicles by 2030. To which the ride-hail companies say (with some qualifications): Bring it on.

In 2018, only about 1 percent of those miles were in electric vehicles. California is the nation’s top market for electric vehicles, but less than one in 10 cars sold in 2019 can plug in. To hit that 60 percent target, the Air Board estimates that one-third of ride-hail vehicles will have to be electric, and that the companies will need to push their highest-mileage drivers to switch to EVs. Earlier this year, Lyft pledged to electrify all of its drivers’ vehicles by 2030. That’s a challenge, because Lyft doesn’t own those vehicles. So, it must convince drivers to buy electric vehicles, when the tech is still more expensive than gas-powered cars, and chargers still hard to come by.

How to do that? The rideshare companies are asking for a lot of government help—and money to accompany the proposed regulations. To make it work, LYFT says the ride-hail industry needs government help in the form of subsidies to help lower- and middle-income drivers buy EVs. (In Colorado and Massachusetts, the company receives tax credits when it introduces EVs into its fleet.) It needs more, cheaper, and faster charging stations. It needs to strike deals with utility companies, which could make it more affordable for drivers to charge up.

In California, companies like Uber and Lyft account for just about 1 percent of the vehicle miles traveled, and 1 percent of the greenhouse gas emissions from cars. So why is CARB targeting ride-hail companies? Because drivers have to travel between each ride, the average trip via ride-hail produces 50 percent more emissions than the average car trip. Research in June 2020 also suggests that, because the average ride-hail vehicle in California travels much farther each day than other cars, electrifying a ride-hail car saves three times as much CO₂ as electrifying other cars.

Caltrans Updates Plan to Support Biking, Walking, and Transit

Caltrans set a goal in 2015 of safely tripling biking and doubling walking and transit trips by 2020. In June 2020, Caltrans requested, and received, a special funding reserve of $100 million to add complete streets elements to ongoing highway projects. And in mid-July Caltrans released an updated Mode Share Action Plan, which includes a new list of priority actions focused on making biking and walking viable, safe modes of travel throughout the state. These include working with its twelve districts to identify projects that would receive some of the $100 million reserve, establish an active transportation office within Caltrans, develop performance targets, help guide public engagement, complete Active Transportation Plans for each of the twelve districts, and update training for Caltrans engineers and planners on new complete streets requirements.

Region

Metro Nextgen Bus Study: Upcoming Meetings And More Detail Online

L.A. Metro is moving forward with its “NextGen” Bus Study on how to reorganize service. The agency will hold a series of online hearings throughout L. A. County in August about the proposed changes, which are scheduled for implementation starting in December. The first
virtual South Bay Service Council hearing will be held on Friday, August 14th beginning at 10:30 a.m. A second South Bay hearing will be held on August 20th beginning at 6 p.m. More information is available at: https://www.metro.net/projects/nextgen/events/

L.A. Metro Prioritizing Unsolicited Proposals Related To COVID 19 Recovery
As of July 31st, Metro’s reported an average of 533,000 weekday boardings which is approximately 44% of Metro’s pre-pandemic ridership. To better focus its attention on ridership recovery, Metro on July 7th updated guidance for its Unsolicited Proposal Policy to prioritize proposals related to the COVID-19 pandemic.

Four months into the COVID-19 pandemic, Metro has received nearly a dozen proposals responding to the health crisis, from new cleaning and disinfection methods to workforce protection measures and customer information tools. Metro says it is prioritizing consideration of proposals related to pandemic response, service relaunch and regional recovery that support efficient mobility in a changed world.

Draft Plan Released To Revamp Artesia/Aviation In North Redondo Beach
Redondo Beach wants to turn a commuter route into a more pedestrian-friendly commercial hub — to help the surrounding area catch up with the commercial redevelopment that’s occurred in other areas of the city.

The draft Artesia and Aviation Corridors Area Plan, introduced to the city’s Planning Commission on July 16th, details the possible transformation of the boulevards into the “Main Street of North Redondo”. The newly imagined Artesia and Aviation Corridors would improve bicycle and transit access; add “streetlets” and “parklets,” or permanent open spaces for gathering; accommodate outdoor dining and retail displays; reconfigure public parking; attract new businesses that better serve residents and attract visitors; and encourage private property redevelopment and reinvestment.

While funding for the project has not yet been determined, there are several options, such as a Business Improvement District, in which property owners pay a tax to pay for projects within the district’s boundaries; parking meter fees; Parking Benefit Districts, in which on- and off-street parking revenue finances neighborhood improvements; or in-lieu parking fees, in which payments for certain parking spaces at a business go into a fund for future, larger parking facilities.

L.A. Courts Extend Grace Period On Traffic, Non-Traffic Infractions
The presiding judge of Los Angeles County’s Superior Court system on July 21st extended a 90-day grace period for an additional 60 days on all traffic and non-traffic infraction tickets as a result of the coronavirus pandemic. The grace period is now in effect through Aug. 21st. More information can be found on the court’s traffic web page at: www.lacourt.org/division/traffic/traffic2.aspx.

Trends

How Drones Could Change Cities
Drones, personal flying vehicles and air taxis may be part of our everyday life in the very near future. Drones and air taxis will create new means of mobility and transport routes. Drones will be used for surveillance, delivery and in the construction sector as it moves towards automation.
The introduction of these aerial craft into cities will require the built environment to change dramatically. Drones and other new aerial vehicles will require landing pads, charging points, and drone ports. They could usher in new styles of building, and lead to more sustainable design.

In the public sector, drones are used in disaster response and by the fire service to tackle fires which could endanger firefighters. During the coronavirus pandemic, drones have been used by the police to enforce lockdown. Drones normally used in agriculture have sprayed disinfectant over cities.

Alongside drones, our future cities could also be populated by vertical takeoff and landing craft (VTOL), used as private vehicles and air taxis. A number of companies are developing eVTOL with electric multi-rotor jets.

The widespread adoption of drones and VTOL will lead to new architecture and infrastructure. Existing buildings will require adaptations: low-altitude air traffic control networks, landing pads, solar photovoltaic panels for energy efficiency, charging points for delivery drones, and landscaping to mitigate noise emissions. Neighborhoods will need to be transformed to include landing pads, airport-like infrastructure and recharge points. Drones and aerial vehicles can be part of a profound rethink of the urban environment. Drone infrastructure may also help the urban environment become more sustainable.

A study conducted by Airbus found that public concerns about VTOL use focused on the safety of those on the ground and noise emissions. The Airbus research found that of the cities surveyed, highest demand for VTOLs was in Los Angeles and Mexico City, urban areas famous for traffic and pollution.

Researchers at the University of Stuttgart have developed a re-configurable architectural roof canopy system deployed by drones. By adjusting to follow the direction of the sun, the canopy provides shade and reduces reliance on ventilation systems.

**Work-From-Home Culture Will Cut Billions Of Miles Of Driving, Or Not**

Back in in 2018 – in the pre-pandemic world – about 5% of the U.S. workforce teleworked from home. That changed dramatically with the onset of the COVID-19 pandemic; by May 2020 that number had jumped to about 35%. Tech giants Google, Facebook, Microsoft, Amazon and Twitter announced plans to extend teleworking well into the fall and possibly beyond. It’s a sea change that will permanently alter the way America works – and how companies conduct business.

During the height of the pandemic in April, Americans sheltering at home drove 64% fewer miles and KPMG predicts as much as a 10% permanent reduction of the almost 3 trillion miles typically traveled every year with vehicle ownership declining to slightly less than two cars per household.

Their prediction assumes that the American public buys a car to commute to and from their job and to shop. If demand for both uses is reduced, the change in habits could result in roughly 1 million less sales of new cars and trucks annually. The National Automobile Dealers Association expects U.S. auto sales to plunge from an annual rate of 17 million to as low as 13 million this year. The upside of these changes is that the market for delivery vehicles is booming thanks to the surge in online shopping.

Meanwhile, reports from CNN and *U.S. News & World Report* indicate that citizens in urban areas are becoming more attracted to the idea of moving to a rural area due to a perceived higher
risk of COVID-19 infections in big cities. However, rural areas may not be safer from the threat of infection. There is a lack of “hard data” on community migration patterns; this type of information from the American Community Survey and the Internal Revenue Service won’t be available until late in 2021.

Recent research revealed a more nuanced picture in which teleworking might have two unexpected consequences: increased telework will exacerbate inequality in America under current economic and social conditions, and the climate benefits are probably very modest, at best.

About 37% of jobs could be performed entirely at home, particularly in the fields of education and professional, scientific, technical and information services; in management positions; and in finance and insurance. These positions are overwhelmingly held by white Americans. One in 5 workers in the top 10% income bracket work at home, but for the lowest bracket, numbers drop to just 1 in 100. Education matters, too: 37% of those with a bachelor’s degree or higher reported working from home in 2019 compared with just 16% of those who only held a high school diploma.

Recent telework research also has shown that the climate benefits are lower than conventional wisdom suggests. Overall, it may even increase emissions because of indirect or “rebound” effects. Household energy use rises when people work from home. For those who once drove to work, fewer miles traveled translates to fewer emissions. But some telecommuting households actually drive more. Errands once daisy-chained into a morning or evening commute may become multiple trips. In “car-scarce” households, other household members may jump at the chance to use the car. Without having to go into an office every day, there are early signs of people relocating to suburban or rural areas where daily life requires more driving – making for a longer drive when they do have to commute.

Historic data confirms that structural issues have a far greater impact on usage patterns than recessions. Aggregate driving levels dipped during many recessions, but have always rebounded as structural factors incentivize automobile use. Recessions also did not hold back freight flows, commercial aviation, and intercity passenger rail. Transit’s changing passenger levels have more to do with local development habits and system design than economic growth.

The major exception is telework and the rapid rise in digital connectivity. A shift to more permanent telework policies could impact local demand for commercial and residential properties, reduce demand for intercity travel, launch new metropolitan competitions for industry and talent, and accelerate calls for universal broadband.

For nearly 100 years, Congress has seen infrastructure spending as a way to stimulate economic growth during downturns. However, the bills that made the most durable impact on infrastructure-related outcomes were the ones that tested innovative programs to address structural challenges.
Greater Los Angeles 2020 Homeless Count Results:

**SPA 8**

NOTE: DEMOGRAPHIC DATA IS UNAVAILABLE AT THE COMMUNITY LEVEL; BELOW COMMUNITY DATA IS FOR SPA 8, WHICH COVERS THE COMMUNITY.

OF THE 4,560 PERSONS EXPERIENCING HOMELESSNESS IN JANUARY 2020:

### Living Situation

Persons sleeping in either Emergency Shelters, Transitional Housing, or Safe Havens are:

**Sheltered**

23%

Persons sleeping on the street or in a dwelling not meant for human habitation are:

**Unsheltered**

77%

### Gender Details

33% Male

67% Female

0.6% of the population are Transgender individuals

### Race / Ethnicity

- **Hispanic / Latinx**: 32%
- **Black / African American**: 28%
- **White**: 34.3%
- **American Indian / Alaska Native**: 1.4%
- **Asian**: 1.3%
- **Native Hawaiian / Other Pacific Islander**: 0.8%
- **Multi-Racial / Other**: 2.2%

**Note:** Persons who identified Hispanic / Latinx as their ethnicity are counted as Hispanic / Latinx regardless of other racial categories selected.