South Bay Cities Council of Governments

Steering Committee
AGENDA
Monday, December 9, 2019
Katy Geissert Civic Center Library
3301 Torrance Blvd.
Torrance, Ca. 90503
12:00 pm

I. INTRODUCTIONS

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

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

IV. PUBLIC COMMENT

V. CONSENT CALENDAR – action items noted, remainder are receive & file – 12:05 pm
   A. Steering Committee – November 4, 2019 meeting minutes attached (Pages 3-6)
      ■ ACTION: Approve
   
   B. Amendment to Contract with Southern California Gas Company
      ■ Amendment attached (on line only. One hard copy will be available at the meeting) (Pages 7-46)
      ■ ACTION: Approve amendment for an additional year for $100,000 for SBCCOG
   
   C. Amendment to the Metro ExpressLane Contract for Outreach Program Services
      ■ Amendment attached (on line only. One hard copy will be available at the meeting) (Pages 47-104)
      ■ ACTION: Approve amendment for an additional year for $48,000 for SBCCOG
   
   D. Amendment to the West Basin Municipal Water District contract
      ■ Amendment attached (Pages 105-106)
      ■ ACTION: Approve amendment to modify Task 3 and add $39,000 to the current scope of work for a total of $207,980
   
   E. City Attendance at SBCCOG meetings
      ■ Matrix attached (Page 107)
      ■ ACTION: Receive and file

F. LCC/SBACC/SBCCOG Legislative Meet and Greet planned for January 31, 2020
   ■ Flyer attached (Page 109)

G. 2019 General Assembly Outstanding Sponsor Payments
   ■ $2500 from Mark Ridley-Thomas

VI. ACTION ITEMS
   H. South Bay Fiber Network – 12:15 pm
      ■ Legal opinion issue – Jenkins concerns
      ■ Celebration and Recognition – Muratsuchi holding January 31
      ■ State funding
I. Possible trip to Sacramento – **12:25 pm**
   - Housing legislation ideas
   - **ACTION:** Provide direction

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

K. General Assembly Planning Update – **12:40 pm**
   - **ACTION:** Provide direction

L. Approval of Invoices – available at the meeting – **12:50 pm**
   - **ACTION:** Approve invoices for payment

VII. INFORMATION ITEMS
M. Quarterly Financial Report – **12:55 pm**
   - Report attached *(Pages 111-112)*
   - **ACTION:** Review and comment

N. Office Move – 1:10 pm
   - Memo attached *(Pages 113-114)*

O. SBESC Activities Report & Review of Programs by Kim Fuentes – 1:15 pm
   - Memo attached *(Pages 115-120)*

P. LTN Outreach – **1:30 pm**
   - Update by Wally Siembab

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

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

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
S. Other updates since agenda distribution – **1:50 pm**

**NEXT STEERING COMMITTEE MEETING – Monday, January 13, 2020 @ 12:00 pm**
South Bay Cities Council of Governments

Steering Committee
Minutes
Monday, November 4, 2019

Attendees: Christian Horvath (Chair, Redondo Beach), Geoff Rizzo (Torrance), John Cruikshank (Rancho Palos Verdes), John Cruikshank (Rancho Palos Verdes), Drew Boyles (El Segundo), Olivia Valentine (Hawthorne), Ralph Franklin (Inglewood), Britt Huff (Rolling Hills Estates), Cedric Hicks (Carson – 12:15), Wally Siembab, Jacki Bacharach, Kim Fuentes, Steve Lantz 12:17 pm (SBCCOG)

I. INTRODUCTIONS

II. REPORT OF POSTING OF AGENDA

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

IV. PUBLIC COMMENT – ASIA POWELL – PUC Government Affairs representative

V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:05 pm
   A. Steering Committee – September 9, 2019 meeting minutes attached
      ■ ACTION: ApproveD BOYLES/VALENTINE
   
   B. 2020 Cannabis Policy Seminar
      ■ Memo attached
      ■ ACTION: AgreeD to sponsor at no cost and publicize this event to our members

   C. Chamber of Commerce Memberships
      ■ Memo attached
      ■ ACTION: RecommendED to the Board that the SBCCOG retain their memberships in 14 Chambers at a cost not to exceed $2,782

   D. City Attendance at SBCCOG meetings
      ■ Matrix attached
      ■ ACTION: Receive and file

   E. 2019 General Assembly Outstanding Sponsor Payments
      ■ $2500 from Mark Ridley-Thomas

   F. South Bay Environmental Services Center Activities Report – attached

VI. ACTION ITEMS

G. South Bay Fiber Network – 12:15 pm
   ■ Kickoff meeting to be held with American Dark Fiber on November 5
      ○ RPV UTILITY COORDINATION MEETING TWICE/YEAR WITH PW DEPT. SEE IF WE CAN USE THESE MEETINGS
   ■ Celebration and Recognition of SBWIB, R/T, Hahn and Butts re: SBFN - LOOK FOR DATES IN JANUARY
   ■ State funding COMING

H. Update on Homeless Program – 12:25 pm
   ■ Visit to Athens Vista Housing on November 20 @ 3 pm
   ■ Homeless count is January 22. Check to see if your city is preparing
   ■ RALPH CONCERNED RE: HOW TO REACH HOMELESS – AFFECTS DOLLARS FOR CENSUS
   ■ Ideas for using additional funding for COGs from the county starting 2020
Memo attached

CRUIKSHANK – ZONING DOESN’T ALLOW OFFICE BUILDING CONVERSION TO RESIDENTS AT MINIMAL COSTS FOR HOMELESS. MORE PEOPLE WORKING FROM HOME – OPENS UP OFFICE SPACE. ALLOW CARETAKERS TO LIVE WITH THEIR PATIENTS. POST-COLLEGE STUDENTS – COUNT FOR RHNA NUMBERS? PREVENT HOMELESSNESS. $9-10,000 TO RETROFIT OFFICE FOR HOUSING/UNIT.

RIZZO – DISINCENTIVIZE SHORT TERM RENTALS. HURTS HOUSING CREATION.

HORVATH – YOUNG PEOPLE PARTICIPATE IN HOMELESS MODELS

FRANKLIN – ADU’S CAN BE AS SMALL AS 400 SQ FT.

BOYLES – EL SEGUNDO CODE ALLOWS WAREHOUSE SPACE TO HAVE PROPERTY MANAGER TO LIVE ON SITE. CREATE INCENTIVE FOR THAT.

BOYLES – HOW MUCH ARE ADU’S CHANGING? HORVATH – OTHER ENVIRONMENTAL LAWS AFFECT THE CONVERSION IN REDONDO BEACH. EL SEGUNDO HAS 40 SO FAR.

RIZZO – HE KNOWS COMPANY THAT ASSESSES WHAT’S NEEDED FOR PROPERTIES TO ADD ADU’S

ACTION: ALL OF OUR IDEAS WORTH PURSUING

NOVEMBER 7 HOMELESS INITIATIVE POLICY SUMMIT – CHRISTIAN – GREATER FLEXIBILITY AT LOCAL LEVEL FOR FUNDING -EX. FOR PUBLIC SAFETY.

I. Legislative Issues – 12:35 pm

CHRISTIAN – REPORT ON ARROWHEAD – TRANSPORTATION AND EQUITY – SOBERING. HISTORICAL EQUITY ISSUES. MAKING TRANSPORTATION ACCESSIBLE FOR EVERYONE. ELECTED OFFICIALS MAKE DECISIONS IN A BUBBLE. COSTS OF OUR DECISIONS. PEOPLE OF COLOR SAID THAT THEY HAD NEVER BEEN INVITED TO THIS SYMPOSIUM BEFORE. ALSO CONSIDER PEDESTRIANS AND CYCLISTS.

FRANKLIN – ALL ABOUT SHARING THE ROAD – WHO GETS TO USE IT. LA ADJACENT TO INGLEWOOD PUT IN BIKE LANES AND CAUSED A DEATH

Possible ideas for legislation from our housing policy?

o WALLY – HOUSING PAPERS HAVE BEEN WRITTEN TO OPPOSE. WHAT DO WE WANT. 7 THEMES.

o VALENTINE – DESTINATION COMPACTION? WALLY EXPLAINED.

o HORVATH – BILLS COMING OUT NOW REMOVE ALL FLEXIBILITY. NEED TO UNDUE THESE BILLS TO MAKE LOCAL DECISIONS TO MEET THE MANDATES INNOVATIVELY. BUT COUNCILS HAVE TO PUSH BACK ON THE NIMBY DISCUSSIONS BEFORE SACRAMENTO WILL LISTEN TO US.

o WALLY – ALLEN SOMEWHAT INTERESTED. PUSHING UP IS IMPORTANT BUT PUSHING DOWN IS IMPORTANT TOO.

o CRUIKSHANK – MEETING ON WESTERN. GOING FOR SB 2 GRANT AND WILL TRY TO CARVE DOLLARS OUT FOR SBCCOG TO HELP. RPV ASKED TO BE LEAD AGENCY FOR WESTERN.

o LANTZ – GET PROVISION IN STATE LEGISLATION FOR LOCAL OPTION. MEET THE GOAL BUT OUR WAY – SPECIFIC LEGISLATION ALLOWING ALTERNATE PLANS

o SIEMBAB – PERMISSIVE BUT WITHIN PARAMETERS OF TRANSIT. HAVE METRICS FOR HOUSING DEVELOPMENTS TO SHOW THAT % OF TRIPS WILL BE ZERO EMISSION

o SB 2 Planning funds – CONSULTANTS ARE ALL HELPING CITIES APPLY WITH STATE LAW AND NOT INNOVATING

o VALENTINE – WHO WOULD PUSH THIS THROUGH? NEED TO FIND FLEXIBLE LEGISLATORS. PARTNER WITH LEAGUE?

o HORVATH – NEED TO MEET WITH OPR AND GOVERNOR’S OFFICE BESIDES LEGISLATORS IN SACRAMENTO. WE’VE TALKED TO JASON WITH LEAGUE.

o CRUIKSHANK – DON’T JOIN SO MUCH WITH THE LEAGUE – WE CAN’T CONTROL THE MESSAGE BUT KEEP THEM UPDATED
LCC/SBACC/SBCCOG Legislative Meet and Greet planned for January 31, 2020 – NAKANO THEATRE

J. Board Meeting agenda development – 12:45 pm
- November – Torrance Library - draft agenda attached
  - Annual Volunteer Reception
  - Volunteer Work Presentation – Jon Rodman
  - New L.A. County Voting System – Registrar/Recorder Dean Logan (confirmed)
  - Regional Transportation Plan & Sustainable Communities Strategy – SCAG – DARIN CHIDSEY WILL BE THE PRESENTER
- January – Redondo Beach Library
  - LAWA Landside Modifications Update
  - Skyrise Helicopter?
- February – new office

K. I.T. Services - 12:55 pm
- I.T. management service provider recommendation
  - HORVATH – HOURLY RATE? SHEILDS – 16 STAFF PROVIDING SERVICES. SUGAR SHOT DOING THE MOVE
  - SIEMBAB – REFERENCES CHECKED? YES
  - 60 DAY TERMINATION CLOSE
  - ACTION: RECOMMENDED TO BOARD SHARP @ $42,676 FOR 3 YEARS – FRANKLIN/BOYLES

L. Website Services – 1:00 pm
- Memo attached
  - FUENTES - REVAMP WEBSITE IN THE SPRING IS THE PLAN
  - FRANKLIN – WANTS CONTRACT – MINIMUM GUARANTEE OF PROJECTS/MONTH AND TERMS AT MINIMUM NEED PURCHASE ORDER WITH DESCRIPTION
  - HORVATH – 30 HOURS IS TOO MUCH TIME FOR ONE TIME AND MONTHLY IS TOO MUCH TOO 10 HOURS IS TOO MUCH. LOOK AT WHAT WE HAVE AVERAGED AND USE THAT.
  - ACTION: RECOMMENDED TO THE BOARD – BOYLES/FRANKLIN
    a. GET PURCHASE ORDER
      - Budget not to exceed $3,300 (or 30 hours) one-time cost for Kalanea Group, LLC to transition SBCCOG websites into a new hosting environment – REVIEW THIS NUMBER – TOO HIGH
      - Direct SBCCOG staff to select hosting provider with a budget not to exceed $200/month for ongoing hosting costs
      - Budget not to exceed $1,100/month (approximately 10 hours) for managed services and support for SBCCOG websites on an as-needed basis – LOWER THE NUMBER OF HOURS BASED ON OUR HISTORIC USAGE
      - DOWN THE LINE – LOOK AT WORDPRESS FORMAT

M. Office Move – 1:05 pm
- Memos attached re: temporary internet costs and move
  - CRUIKSHANK – WE WILL HAVE MORE THAN $1800 PRINTING? YES
  - ACTION:
    - ApproveD additional expenditure for Xerox Printer/Copier/Scanner in an amount not to exceed an amount of $1,777 to accommodate the additional move - HICKS/VALENTINE
    - ApproveD the “Ultra” Service + Phone service package at a cost of $419.88 plus tax which will be about a $900/month savings. – HICKS/VALENTINE

CHANDLER NEEDS TO LET THE PEOPLE THAT HAVE USED VIDEO CONFERENCING KNOW THAT IT WILL NO LONGER AVAILABLE AFTER NOVEMBER 22
N. Approval of Invoices – 1:10 pm
   ■ ACTION: ApproveD invoices for payment – FRANKLIN/HUFF

VII. INFORMATION ITEMS
   O. Update on Senior Services/Age Friendly Region – 1:15 pm
       HAWTHORNE PASSED.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
   P. Other updates since agenda distribution – 1:20 pm
      o REN FUNDING COULD BE $100,000 FOR 2020 PILOT – TO START IN JANUARY/FEBRUARY. THEY HAVE 5 YEARS OF FUNDING
      o TRANSPORTATION REPORT RE: CALL FOR PROJECTS

NEXT STEERING COMMITTEE MEETING – Monday, December 9, 2019 @ 12:00 pm
AGREEMENT TO JOINTLY DELIVER THE 2020
SOUTH BAY ENERGY EFFICIENCY PARTNERSHIP PROGRAM

BY AND AMONG

SOUTHERN CALIFORNIA GAS COMPANY

AND

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

DATED: JANUARY 1, 2020

This program is funded by California utility ratepayers and administered by SoCalGas under the auspices of the California Public Utilities Commission.

THIS AGREEMENT TO JOINTLY DELIVER THE 2020 SOUTH BAY CITIES PARTNERSHIP PROGRAM (the “Agreement”) is effective as of January 1, 2020 (“Effective
Date”) by and between SOUTHERN CALIFORNIA GAS COMPANY (“SoCalGas”). SoCalGas may be referred to herein individually as the “Utility” and SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG). The Utility and SBCCOG may be referred to herein individually as a “Party” and collectively as the “Parties.”

RE bâtals

WHEREAS, the Parties previously executed various Agreements and Amendments during 2006-2019 to jointly deliver the SOUTH BAY CITIES Partnership Program;

WHEREAS, on January 17, 2017, SoCalGas submitted its Business Plan Application (“Application”) for Approval of its 2018-2025 Energy Efficiency Rolling Portfolio Program to the California Public Utilities Commission (the “Commission”) to be delivered to California utility customers for the years 2018 through 2025, which included the SoCalGas Public Sector and SoCalGas Local Government Partnership Programs involving the delivery of energy efficiency Programs to cities, counties, other public agencies and organizations and their communities within SoCalGas’ service territory;

WHEREAS, on June 5, 2018, the Commission in D. 18-05-041 approved SoCalGas’ Application, with modifications, and authorized certain energy efficiency programs and budgets to be delivered to California utility customers for the years 2018 through 2025; including the 2018-2025 Public Sector Program (the “Program”);

WHEREAS, SoCalGas, SBCCOG and each of the Member Agencies (as hereinafter defined) have expressed a commitment to participate jointly in the Program through the Partnership in 2020;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Programs shall be implemented with respect to the Parties; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS:

All terms used in the singular will be deemed to include the plural, and vice versa. The words “herein,” “hereto,” and “hereunder” and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. “Includes” or “including” when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means “including without limitation.” The word “or” is not exclusive.
1.1. Agreement: This document and all exhibits attached hereto, and as amended from time to time.

1.2. Authorized Partnership Budget: The Commission approved maximum budget for funding the performance of Authorized Work by all Parties of the Program, as set forth in the Implementation Plan attached hereto as Exhibit B.

1.3. Authorized Work: The work authorized by the Commission for the Program as set forth in this Agreement and as more fully described in the Implementation Plans attached hereto as Exhibit B and as agreed between the Parties to be performed.

1.4. Business Day: The measurement period of time for purposes of this Agreement, from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.5. Calendar Day: The measurement period of time for purposes of this Agreement, from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.

1.6. Contractor: An entity contracting directly or indirectly with a Party, or any subcontractor thereof subcontracting with such Contractor, to furnish services or materials as part of or directly related to such Party’s Authorized Work obligations.

1.7. Customers or Eligible Customers: Customers eligible for 2020 Program services, which are SoCalGas customers located within the jurisdiction of a Member Agency, and may include the Member Agency itself.

1.8. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.9. Energy Efficiency Measure (or Measure): As used in the Commission’s Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.

1.10. Gas Surcharge: The funds collected from gas utility ratepayers pursuant to Section 890 et al. of the California Public Utility Code for public purposes programs, including energy efficiency programs approved by the Commission.

1.11. Incentive: As used in the Commission’s Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.

1.12. Member Agencies: Those agencies that: (i) are located in Utility’s service territory; (ii) are either identified as participants in this Program through the Implementation Plan or are mutually selected by the Utility and SBCCOG to participate in this Program; and (iii) have committed to this Program as described in Section 6.2.2 of this Agreement.

1.13. Energy Champion: A Member Agency’s representative who is a point of contact for the Program and who can represent such Member Agency on a daily basis for all Program activities and energy efficiency projects pertaining to such Member Agency.
1.14. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of SBCCOG that are pre-approved, directly identifiable to, and required for the Authorized Work in accordance with Section 10.2.

1.15. Implementation Plan (IP): The implementation plan specific to this Partnership, SoCalGas Local Government Master IP, which include the anticipated scope of the Program in SoCalGas’s service territory, as approved by the Commission and attached hereto as Exhibit B.

1.16. SBCCOG Budget: That portion of the Authorized Partnership Budget, which excludes Utility’s costs, and represents the maximum budget and maximum allocation by Utility and by period for funding the performance of the Program by SBCCOG and as set forth in Exhibit A, subject to amendment by SoCalGas consistent with the terms of this Agreement.

1.17. Planning Document: A Program document that describes Program implementation and/or management processes, procedures and strategies, as may be supplemented or updated from time to time.

1.18. Implementer – The entity, named as the contract party to this Agreement, that is responsible to carry out the Authorized Work consistent with this Agreement and the IP.

2. PURPOSE

The 2020 Program is funded by California utility ratepayers and is administered by the Utility under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the 2020 Program. The work authorized pursuant to this Agreement is not to be performed for profit.

This Agreement which incorporates the Recital and referenced Exhibits constitutes the complete and exclusive statement of understanding amongst the Parties and supersedes any previous agreements, written or oral, and all communications amongst the Parties relating to the subject matter herein. And further this Agreement is not intended to and does not form any “partnership” within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

3. PROGRAM DESCRIPTION

3.1. Overview. The 2020 SBCCOG Energy Efficiency Partnership Program is designed to provide integrated technical and financial assistance for Public Sector members of the Partnership, and to help local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, increase renewable energy usage, protect air quality and ensure that their communities are more livable and sustainable. The Program provides access to all SoCalGas core programs and incentives for Member Agencies to increase energy efficiency in local government facilities and their communities through energy saving actions, including retrofitting municipal facilities as well as providing opportunities for constituents to take action in their homes and businesses. By implementing measures in their own facilities, Member Agencies will build their local
capacity for sustainability and lead by example as they work with SBCCOG and SoCalGas together to increase community awareness of energy efficiency and position each Member Agency as a leader in energy efficiency and sustainable practices. The Program will provide marketing, outreach, education, training and community sweeps to connect the community with opportunities to save energy, money and help the environment. The Partners will leverage the strengths of each other and the Member Agencies to help efficiently deliver energy and demand savings as well as support for elements of California Long Term Energy Strategic Plan (the “Strategic Plan”). Delivering sustainable energy savings, promoting energy efficiency lifestyles, and achieving an enduring leadership role for the Member Agencies through this Program design is rooted in an effective relationship among the Member Agencies, their constituents, SBCCOG, and SoCalGas.

4. AUTHORIZED WORK

4.1. **Scope.** The Authorized Work is set forth broadly in the IP (Exhibit B) and shall be performed pursuant to the terms of this Agreement. The Parties shall collaborate and mutually agree upon specific Program implementation consistent with the IP, and the Parties shall document such details in a “Planning Document” which is intended to evolve throughout the term of the Program.

4.2. **Objectives.** The Program is designed to meet the specific goals and milestones set forth in Exhibit A of this Agreement, while implementing the Program strategies and meeting the general objectives and goals set forth in the IP, attached hereto as Exhibit B.

5. LIMITATION ON SERVICE TERRITORY – The Parties agree that Authorized Work shall only be performed in SoCalGas’s service territory, with energy savings and demand reduction claims applicable solely to SoCalGas’ utility system. No Authorized Work shall be performed for any customers that do not directly receive gas service from SoCalGas. Nothing in this Section 5 is intended to preclude Program coordination with other municipal utilities.

6. OBLIGATIONS OF THE PARTIES

6.1. **Obligations of the Utility and SBCCOG**

6.1.1. Each Party will be responsible for the overall progress of its Authorized Work, to ensure that the Program remains on target (including but not limited to achieving the Program’s specific energy savings and demand reduction goals as set forth in Exhibit A).

6.1.2. The Parties acknowledge that engineering and/or technical services may be needed on a contract basis to assist Member Agencies in identifying and evaluating potential energy efficiency projects. The Parties (through their designated representatives) will work together, using their respective expertise, to evaluate the contract needs and to solicit, assess and select such contractors (which may include individuals or business entities). SBCCOG shall contract for such work directly and be responsible for
payment to the contractor(s) from the direct implementation category of the Partner’s Budget. Contract work may include engineering and technical assistance with energy efficiency projects, performing energy saving calculations using Utility’s tools, reporting on project status at the Partnership meetings, helping ensure that the Program meets its goals. All contracts entered into pursuant to this Section must be terminable by SBCCOG without payment penalty upon thirty (30) days’ notice and shall not contain front-end loading payment provisions.

6.1.3. The Parties shall jointly coordinate and prepare all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting as may be reasonably requested by the Utility.

6.1.4. To the extent practical and with coordination by the Utility, the Parties shall use the Program as a portal for all energy program offerings of SoCalGas, including but not limited to programs targeting low-income customers, demand response, self-generation, and other programs as described in the IPs, and in support of the Strategic Plan adopted by the Commission and investor-owned utilities. This coordinated effort supports the goal to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.

6.1.5. Consistent with those contained in Section 4.2, SoCalGas and SBCCOG may work together to identify, develop, and accomplish additional mutually agreeable goals in accordance with Section 7.

6.1.6. Each Party shall communicate regularly with the other Parties, and shall advise each other Party immediately of any problems or delays associated with its Authorized Work obligations.

6.2. **Obligations of SBCCOG.**

6.2.1. SBCCOG will appoint a Partnership representative (“SBCCOG Energy Efficiency Representative”) who will be the primary contact between the Utility and SBCCOG, and who will be authorized to act on behalf of SBCCOG in carrying out its obligations under this Agreement. Such appointment shall be communicated in writing to SoCalGas within 10 Business Days following execution of this Agreement.

6.2.2. As soon as practicable, SBCCOG shall secure from each prospective Member Agency a letter of commitment supporting and endorsing the Program, approving such Member Agency as a Program participant and authorizing SBCCOG to act on its behalf as necessary to further the Partnership’s goals and objectives. Each such letter shall commit the Member Agency to participation in the Program and shall designate an “Energy Champion” who will be the Member Agency’s primary contact for both SBCCOG and the Utility, and who will act on behalf of such Member
Agency in carrying out the Program. SBCCOG shall use its best efforts to obtain all Member Agency letters by [February 28], 2020 and to deliver a copy of each Member Agency’s letter to the Utility within ten (10) Business Days following its adoption. This letter shall be required for participation in the Program by a prospective Member Agency.

6.2.3. SBCCOG will manage the day-to-day activities and comprehensive implementation of the Program on behalf of the Parties in accordance with the IPs. This will include intensive interaction with the Member Agencies, Program marketing, education, outreach, technical assistance, and assistance with direct implementation. This includes notifying Customers of the availability of Program services and enrolling Customers in the Program.

6.2.4. SBCCOG shall be responsible for achieving the goals and objectives set forth in Section 4.2 hereof.

6.2.5. Through execution of this Agreement, SBCCOG acknowledge Commission policy recognizing the importance of collaboration between investor-owned utilities and local governments in order to take advantage of the unique and collective strengths that these parties offer in delivering cost-effective energy efficiency services. As a representative for the Member Agencies, SBCCOG agrees to work jointly with SoCalGas in both fostering new relationships and strengthening the Utility’s existing relationships with Member Agencies in order to promote sustainable energy savings and fulfill both the short-term and long-term goals and objectives approved by the Commission and described herein. To this end, SBCCOG shall facilitate joint participation with the Utility and the Member Agencies in meetings, activities and decisions.

6.2.6. SBCCOG shall coordinate the semi-annual Energy Champion Meetings described in Section 7.5 of this Agreement.

6.2.7. SBCCOG shall perform its Authorized Work obligations within the SBCCOG Budget and in conformance with the schedule associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.

6.2.8. SBCCOG shall be primarily responsible for coordinating the preparation of all 2020 program-related documents pertaining to SBCCOG’s portion of Authorized Work as set forth in this Agreement, including all required reporting of SBCCOG pursuant to Section 9, and any such other reporting as may be requested by each Utility.

6.2.9. SoCalGas may, from time to time, provide SBCCOG with Utility Program documents or other energy efficiency program documents or materials, including but not limited to forms and applications, for SBCCOG’s use in connection with the Program. SBCCOG shall obtain the approval of SoCalGas prior to modifying the content of any such documents or
materials in any manner; provided, however, that SBCCOG may add a Utility-approved Partnership and/or SBCCOG logo to such documents as appropriate, unless otherwise directed by the Utility.

6.2.10. SBCCOG shall work together with and obtain the approval of SoCalGas when developing Program marketing materials prior to distribution, publication, circulation, or dissemination in any way to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to or is in any way related to the Program must contain the respective name and logo of each Utility and, at a minimum, the following language: “This Program is funded by California utility ratepayers and administered by Southern California Gas Company under the auspices of the California Public Utilities Commission.”

6.2.11. Upon reasonable request, SBCCOG shall submit to SoCalGas all contracts, agreements or other requested documents with SBCCOG’s Contractors (including subcontractors) performing work for the Program.

6.3. **Obligations of SoCalGas.**

6.3.1. SoCalGas will appoint a Partnership representative (“SoCalGas Energy Efficiency Representative”) who will be the primary contact for SBCCOG, and who will be authorized to act on behalf of SoCalGas in carrying out SoCalGas’s obligations under this Agreement. Such appointment shall be communicated in writing to SBCCOG within 10 Business Days following execution of this Agreement.

6.3.2. SoCalGas will be actively involved in all aspects of the 2020 Program. SoCalGas will use its best efforts to add value to the 2020 Program by (a) dedicating human resources necessary to implement the 2020 Program successfully and providing and maintaining a Partnership presence in the SBCCOG region, (b) providing support for the 2020 Program’s marketing and outreach activities, and (c) working to enhance communications with SBCCOG to address consumer needs and provide SoCalGas information and services.

6.3.3. SoCalGas shall provide informational and educational materials on SoCalGas’s core programs to SBCCOG to enable SBCCOG to implement the 2020 Program’s outreach and education element.

6.3.4. SoCalGas shall be responsible for coordinating and ensuring compliance with all SoCalGas reporting and other SoCalGas filing requirements.

6.3.5. SoCalGas shall be responsible for tracking performance of SBCCOG in accordance with Section 10.1.2.2, and for verifying all natural gas savings claims of SBCCOG.
6.3.6. SoCalGas shall be responsible for administering the PGC and Gas Surcharge funds authorized by the Commission for the 2020 Program and reimbursing Parties for Program Expenditures in accordance with Section 10 below.

6.3.7. **EM&V.** Once the Commission has approved and issued an evaluation, measurement and verification (“EM&V”) plan for the 2020 Program, such EM&V plan shall be attached to this Agreement as Exhibit C and shall be incorporated herein by this reference. Any subsequent changes or modifications to such EM&V plan by the Commission shall be automatically incorporated into Exhibit C. SBCCOG shall provide and comply with all Commission requests regarding activities related to EM&V. SBCCOG and its Contractors shall cooperate fully with Utility Representative and will provide all requested information, if any, to assure the timely completion of all EM&V Plan tasks requiring SBCCOG’s involvement or cooperation.

7. **ADMINISTRATION OF PROGRAM**

7.1. **Decision-making and Approval.**

7.1.1. Except as specifically provided in this Agreement, the following actions and tasks require consent of all Parties:

a. Any material modification to the Authorized Work in connection with the Program.

b. Any action that materially impacts the agreed-upon schedule for implementing the 2020 Program.

c. Selection of any Contractor not previously approved by SoCalGas.

7.2. **Document Retention.** Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 7.1.1 above, in meeting minutes or if taken outside a meeting, through written communication, which shall be maintained in hard copy form on file by the Parties for a period of no less than five (5) years after the expiration or termination of this Agreement.

7.3. **Regular Meetings.** During the term of this Agreement, the Parties shall meet monthly, bi-monthly or on a scheduled basis at a location reasonably agreed upon by the Parties. In addition to any other agenda items requested by either Party, the agenda shall include a review the status of 2020 Program performance, deliverables, schedules and budget, toward achievement of the goals set forth in Exhibit A, and the Partnership’s progress towards meeting overall Partnership goals set forth in Exhibit B. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.1 above.
7.4. **Regular Communication.** Regular communication between Partnership representatives is critical for the long-term success of the Partnership and achievement of Partnership goals and objectives. Notwithstanding Section 7.3, above, the Partnership representatives identified in writing by each Partner pursuant to Sections 6.2.1, including other Program participants, shall communicate regularly with each other to review the status of the Program’s goals, deliverables, schedules and budgets, and plan for upcoming Program implementation activities, and to advise the other Party of any problems associated with successful implementation of the Program. Any decision-making during this communication process shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.5. **Semi-Annual Joint Meetings.** In furtherance of the Commission objectives of strengthening relationships between California utilities, local government and consumers, SBCCOG shall coordinate semi-annual meetings among the Energy Champions for all of the Member Agencies to review 2020 Program progress and otherwise seek input from the Member Agencies on Program related issues as appropriate and necessary. Meeting minutes shall be recorded, retained by SBCCOG and provided to SoCalGas upon request. As a Partner, SoCalGas shall be provided notice and opportunity to attend and participate in the Semi-Annual Joint Meetings.

7.6. **Communication with Member Agencies.** SoCalGas will be notified of, and will have the right to participate in any meeting that pertains to energy savings project discussion between SBCCOG and one or more Member Agencies. Any failure by SoCalGas to attend such meetings shall not waive any future rights of SoCalGas with respect to such meetings. Nothing in this Agreement shall be construed to preclude SoCalGas from working or communicating directly with a Member Agency at any time. SoCalGas will use its best efforts to keep SBCCOG informed of energy efficiency projects evolved as a result of such Utility’s direct working with a Member Agency to avoid duplication of efforts.

7.7. **Non-Responsibility for Other Party.** Notwithstanding anything contained in this Agreement in the contrary, a Party shall not be responsible for the performance or non-performance hereunder of the other Party, nor be obligated to remedy any other Party’s defaults or defective performance.

8. **DOUBLE DIPPING PROHIBITED**

In performing its respective Authorized Work obligations, SBCCOG shall implement the following mechanism and shall take other practicable steps to minimize double-dipping:

8.1. Prior to providing incentives or services to an Eligible Customer, SBCCOG and its Contractors shall obtain a signed form from such Eligible Customer stating that:

8.1.1. Such Eligible Customer has not received incentives or services for the same measure from any other SoCalGas program or from another utility, state, or local program; and
8.1.2. Such Eligible Customer agrees not to apply for or receive incentives or services for the same measure from any other SoCalGas program or from another utility, state, or local program.

8.1.3. Nothing in this Agreement should be construed to preclude the leveraging of incentives or services from another utility, or local program that are not funded from the same Gas Surcharge Funds.

Each Party shall keep its Customer-signed forms for at least five (5) years after the expiration or termination of this Agreement.

8.2. No Party shall knowingly provide an incentive to an Eligible Customer, or make payment to a Contractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

8.3. SBCCOG represents and warrants that it has not received (and that its Contractor(s) has not received), and will not apply for or accept Incentives or services for any measure provided for herein or offered pursuant to this Agreement or the Program from any other Utility program or from any other Utility, state or local program.

8.4. The Parties shall take reasonable steps to avoid the provision of incentives or services for the same measures provided under the Program from another program or other funding source (“double-dipping”).

9. REPORTING

The Parties shall implement those reporting requirements set forth in Exhibit D attached hereto, as the same may be amended from time to time, or until the Commission otherwise requires or issues different or updated reporting requirements for the 2020 Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit D in their entirety.

10. PAYMENTS

10.1. SBCCOG Budget

10.1.1. Maximum Budget: The SBCCOG Budget and Goal are set forth in Exhibit A to this Agreement and represents SBCCOG’s maximum share of the Program’s 2020 Authorized Partnership Budget. Additionally, Exhibit A set forth the maximum non-incentive budget by SoCalGas on a periodic basis during the Program. SBCCOG shall not be entitled to compensation in excess of the SBCCOG Budget allocated by SoCalGas in Exhibit A (either on a periodic basis or in total), without written authorization by SoCalGas and receipt of a revised Exhibit A. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the SBCCOG Budget set forth in Exhibit A may be reallocated or adjusted by SoCalGas, based upon SoCalGas’s reasonable evaluation of SBCCOG’s commitment to, and progress toward achieving the energy savings goals set forth herein as evidenced by the objective tracking data specified in Section 10.1.2 and
such other information as may be available to the parties to help substantiate commitment and progress towards such goals and objectives.

10.1.2 Tracking. SoCalGas will track SBCCOG’s performance against the SoCalGas goals and objectives set forth in Section 4.2 hereof, including tracking (or estimating) achievement towards the specific energy savings goals set forth in Exhibit A and will provide such tracking information to SBCCOG on a regular basis. The tracking will enable SoCalGas, to (i) report SoCalGas Program status and achievement of respective goals and objectives, (ii) confirm or amend SoCalGas portion of the Budget, set forth in Exhibit A hereto, based on the SBCCOG’s performance of the SoCalGas goals and objectives set forth in this Agreement;

10.1.3. SBCCOG Budget Adjustment: The Parties acknowledge that this Program is offered in furtherance of the Commission’s strategic energy efficiency goals for California and is based on SBCCOG’s agreement to help achieve such goals for the Partnership. To this end, in the event that SoCalGas determines in its reasonable discretion based on the objective tracking mechanisms set forth in 10.1.2 and 10.1.3 above, that SBCCOG is not performing in accordance with the goals and objectives set forth in Section 4.2 hereof and SoCalGas reasonably determines that SBCCOG is not demonstrating the commitment and progress necessary to achieve such goals and objectives in a timely manner, then SoCalGas shall consult and review the performance issues with SBCCOG. In the event the parties are unable to reach a mutual resolution, then SoCalGas shall have the unilateral right to reduce, eliminate, or otherwise adjust the SBCCOG Budget for the remaining Program year (other than for Program Expenditures previously committed by SBCCOG and approved by SoCalGas) by amending the applicable Exhibit A to SBCCOG. Pursuant to this Section, any such amended Exhibit A shall automatically be incorporated into this Agreement and take effect immediately upon delivery from SoCalGas to SBCCOG. SBCCOG Budget adjustments, if any, shall not take place more frequently than every six months.

10.1.4. SBCCOG Budget Categories

10.1.5.1 Non-Incentive Budget: The SBCCOG Budget is comprised of a non-incentive portion which includes separate categories for Marketing, Education & Outreach and Direct Implementation, all of which are more fully described in the Implementation Plan.

10.1.5.2. Incentive Budget: SoCalGas Incentive Budget: SoCalGas Incentive in this Program is a part of Incentive Budget from its core programs. The Incentive level is up to $1.50 per therm for the calculated measures. Other Incentives for deemed measures are in accordance with the prescribed Incentives for SoCalGas core programs.

10.3. Program Expenditures. SBCCOG, with SoCalGas prior approval, shall be entitled to spend Gas Surcharge funds, within the limits of the SBCCOG Budget on Program Expenditures. SBCCOG shall not be entitled to reimbursement of Program
Expenditures for any item (i) not specifically identifiable to the Program, (ii) not previously approved by SoCalGas, (iii) not expended within the term of this Agreement, or (iv) not otherwise reimbursable under this Agreement.

10.4. Payment to SBCCOG. In order for SBCCOG to be entitled to Gas Surcharge funds for Program Expenditures:

10.4.1. SBCCOG shall submit monthly activity reports to SoCalGas in a format acceptable to SoCalGas and containing such information as may be required for the reporting requirements set forth in Section 9 above (“Monthly Reports”), by the tenth (10th) Calendar Day of the calendar month following performance, setting forth all Program Expenditures.

10.4.2. SBCCOG shall submit to SoCalGas, together with any Monthly Report (if required), a monthly invoice for reimbursement of reported Program Expenditures, in a format acceptable to SoCalGas, attaching all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the following:

10.4.2.1. Contractor Costs: Copies of all Contractor invoices. If only a portion of Contractor costs applies to the Program, SBCCOG shall clearly indicate the line items or percentage of the invoice amount that should be applied to the Program as provided in Exhibit D.

10.4.2.2. Marketing, Education & Outreach: A copy of each distinct marketing material produced, with quantity of a given marketing material produced and the method of distribution. All marketing materials produced for distribution will be provided by SoCalGas.

10.4.2.3. Other expenditures: As pre-approved by SoCalGas, with sufficient documentation to support the expenditure.

10.4.2.4. Allowable Costs: Only those costs as listed in the Allowable Cost Table contained in the Reporting Requirements attached as Exhibit D can be submitted for payment. All invoices submitted to SoCalGas must report all costs using the allowable cost elements shown on the Allowable Cost Table.

SBCCOG understands and acknowledges that all of SBCCOG’s non-incentive invoices for the 2020 Program and the Monthly Report shall be submitted to SoCalGas.

10.4.3. SoCalGas reserves the right to reject any SBCCOG invoiced amount for any of the following reasons:
10.4.3.1. The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the SBCCOG Budget for such Authorized Work (as set forth in Exhibit A).

10.4.3.2. There is a reasonable basis for concluding that such invoiced amount is unreasonable or is not directly identifiable to or required for the Authorized Work, and/or the 2020 Program.

10.4.3.3. The invoiced amount, in such Utility’s sole discretion, contains charges for any item not authorized under this Agreement or by the Commission, or is deemed untimely, unsubstantiated or lacking proper documentation.

10.4.4. SBCCOG shall maintain for a period of not less than five (5) years all documentation reasonably necessary to substantiate the Program Expenditures. SBCCOG shall promptly provide, upon the reasonable request by SoCalGas, any documentation, records or information in connection with the Program or its Authorized Work.

10.4.5. SoCalGas shall review and either approve, dispute or reject for payment reported Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly Report and corresponding invoice. SoCalGas shall pay all undisputed amounts after the ten (10) Calendar Day period described in Section 10.3, but within thirty (30) Calendar Days of receiving the Monthly Report and corresponding invoice.

10.5. Payment of Incentives. Payment of incentives shall be made in accordance with the applicable SoCalGas program requirements, including terms and conditions, and only after appropriate program documents have been submitted and approved, and the appropriate inspections of each project have been completed to Utility’s satisfaction.

10.6. Shifting Funds. SoCalGas may shift funds within the Authorized Partnership Budget among Program participants, and/or may shift funds within the SBCCOG Budget among budget categories (Marketing, Education & Outreach, Technical Assistance, Direct Implementation and Incentives), which categories and budget amounts are set forth in Exhibit A. Such shifting may be made by SoCalGas to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates; provided however, that prior to shifting of funds hereunder, the Utility will consult with and review the reasons for such fund shifting with SBCCOG.

10.7. Reasonableness of Expenditures. SBCCOG shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness as to any Program Expenditure and require a refund or return of the Gas Surcharge funds paid to SBCCOG in the reimbursement of such Program Expenditure, then SBCCOG shall be solely liable for such refund or return.

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES
Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the IPs) and all reporting requirements by no later than March 31, 2021, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2020.

12. FINAL INVOICES

SBCCOG must submit final non-incentive invoices to SoCalGas no later than February 15, 2021.

13. INDEMNITY

13.1. Indemnity by SBCCOG. SBCCOG shall indemnify, defend and hold harmless each other Party, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys’ fees) to the extent arising from (a) SBCCOG’s negligence or willful misconduct in SBCCOG’s activities under the Program or performance of its obligations hereunder, or (b) SBCCOG’s breach of this Agreement or of any representation or warranty of SBCCOG contained in this Agreement.

13.2. Indemnity by Utility. SoCalGas shall indemnify, defend and hold harmless each other Party, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys’ fees) to the extent arising from (a) such Utility’s negligence or willful misconduct in such Utility’s activities under the Program or performance of its obligations hereunder or (b) such Utility’s breach of this Agreement or any representation or warranty of such Utility contained in this Agreement.

13.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY’S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SoCalGas, on behalf of its Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively “Developments”) or other written, recorded, photographic or visual materials, or other deliverables produced in the performance of
this Agreement; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although SBCCOG shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Agreement, it will have a permanent, royalty free, non-exclusive license to use such Developments.

15. DISPUTE RESOLUTION

15.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 15.

15.2. Negotiation and Mediation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties’ authorized representatives. The disputing Party shall give the other Party written notice of any dispute. Within twenty (20) Calendar Days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Calendar Days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both Parties and shall conclude within sixty (60) Calendar Days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator’s fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

15.3. Confidentiality. All negotiations and any mediation conducted pursuant to Section 15.2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

15.4. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

15.5. Continuing Obligation. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

15.6. Failure of Mediation. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 15.2 above, the Parties cannot agree to a resolution of the dispute, any Party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 35.
16. REPRESENTATIONS AND WARRANTIES

16.1. Representation of both Parties. Each Party represents and warrants, as of the Effective Date and thereafter during the term of this Agreement, that:

16.1.1. The Authorized Work performed by a Party and/or its Contractors shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.

16.1.2. The Authorized Work performed by a Party and/or its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.

16.1.3. Each Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended and applicable regulations promulgated thereunder.

16.1.4. Each Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.

16.1.5. Each Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than five (5) years beyond the termination or expiration of this Agreement.

16.1.6. Each Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.

16.1.7. Each Party will maintain, and may require its Contractors to maintain, the following insurance coverage or self-insurance coverage, at all times during the term of this Agreement, with companies having an A.M. Best rating of “A-, VII” or better, or equivalent:

16.1.7.1 Workers’ Compensation: statutory minimum.
16.1.7.2 Employer’s Liability coverage: $1 million minimum.
16.1.7.3 Commercial General Liability: $2 million minimum per occurrence/$4 million minimum aggregate.
16.1.7.4 Commercial or Business Auto (if applicable): $1 million minimum.
16.1.7.5 Professional Liability (if applicable): $1 million minimum.

16.1.8 Each Party shall take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which
measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

17. PROOF OF INSURANCE

17.1. Evidence of Insurance. Upon request at any time during the term of this Agreement, a Party shall provide evidence that its insurance policies (and the insurance policies of any Contractor, as provided in Section 16.1.7) are in full force and effect, and provide the coverage and limits of insurance that the Party has represented and warranted herein to maintain at all times during the term of this Agreement.

17.2. Self-Insurance. If a Party is self-insured, such Party shall upon request forward documentation to the other Party that demonstrates to the other Party’s satisfaction that such Party self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.

17.3. Notice of Claims. Each Party shall immediately report to the other Party, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by such Party or its Contractors or such Party’s receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over $100,000.

18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

18.1. Non-Disclosure. SBCCOG, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Agreement or after its completion, without SBCCOG having obtained the prior written consent of such Utility, except as provided by law, lawful court order or subpoena and provided SBCCOG gives such Utility advance written notice of such order or subpoena.

18.2. Confidential Customer Information. “Confidential Customer Information” includes, but is not limited to, a Utility customer’s name, address, telephone number, account number and all billing and usage information, as well as any Utility customer’s information that is marked “confidential”. If SBCCOG is uncertain whether any information should be considered Confidential Customer Information, SBCCOG shall contact the Utility prior to disclosing the customer information.

18.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, Utility may require SBCCOG to enter into a nondisclosure agreement.

18.4. Commission Proceedings. This provision does not prohibit SBCCOG from disclosing non-confidential information concerning the Authorized Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

18.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to SBCCOG by Utility during the
performance of this Agreement and any and all documents and materials containing such Confidential Customer Information, whether provided by Utility or produced by SBCCOG based on such Confidential Customer Information, (including all copies, backups and abstracts thereof), shall be returned to Utility or destroyed by SBCCOG within ten (10) Business Days of the expiration or termination of this Agreement, with SBCCOG to provide written certification to Utility confirming return or destruction of all such information, and at any time otherwise requested in writing by Utility.

18.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by any Party, the Party whose Confidential Customer Information is implicated in such breach shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

19. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under this Agreement. Failure to comply with milestones and goals stated in this Agreement, including but not limited to those set forth in Exhibit A of this Agreement, may constitute a material breach of this Agreement, resulting in its termination, payments being withheld, SBCCOG Budgets being reduced or adjusted, funding redirected by SoCalGas to other programs or partners, or other Program modifications as determined by SoCalGas or as directed by the Commission.

20. CUSTOMER COMPLAINT RESOLUTION PROCESS

The Parties shall develop and implement a process for the management and resolution of Customer complaints in an expedited manner including, but not limited to: (a) ensuring adequate levels of professional Customer service staff; (b) direct access of Customer complaints to supervisory and/or management personnel; (c) documenting each Customer complaint upon receipt; and (d) directing any Customer complaint that is not resolved within five (5) Calendar Days of receipt by SBCCOG to Utility.

21. RESTRICTIONS ON MARKETING

21.1. Use of Commission’s Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SoCalGas must send a copy of the planned materials to the Commission requesting approval to use the Commission name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is “funded by California ratepayers under the auspices of the California Public Utilities Commission.”

21.2. Use of Utility’s Name. SBCCOG must receive prior review and written approval from SoCalGas for the use of such Utility’s name or logo on any marketing or other Program materials. SBCCOG shall allow five (5) Business Days for such Utility review and
approval. If SBCCOG has not received a response from Utility within the five (5) Business Day period, then it shall be deemed that SoCalGas has disapproved such use.

21.3. Use of SBCCOG’s Name. SoCalGas must receive prior review and written approval from SBCCOG for the use of SBCCOG’s name or logo on any marketing or other Program materials. The Utility shall allow five (5) Business Days for SBCCOG’s review and approval. If the Utility has not received a response from SBCCOG within the five (5) Business Day period, then it shall be deemed that SBCCOG has disapproved such use.

22. RIGHT TO AUDIT

The Parties agree that the other Party, and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to the performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any staff of SBCCOG or the Utility who might reasonably have information related to such records. Further, the Parties agrees to include a similar right of the other Party and/or the Commission to audit records and interview staff in any subcontract related to performance of the Authorized Work or this Agreement.

23. STOP WORK PROCEDURES

SoCalGas may suspend the Authorized Work being performed in their service territory for good cause, including, without limitation, concerns relating to program funding, implementation or management of the Program, safety concerns, fraud or excessive customer complaints, by notifying SBCCOG in writing to suspend any Authorized Work being performed in SoCalGas’s service territory. Any performance of Authorized Work by SBCCOG in SoCalGas’s service territory shall stop immediately, and SBCCOG may resume its Authorized Work only upon receiving written notice from such Utility that it may resume its Authorized Work.

24. MODIFICATIONS

Except as otherwise provided in this Agreement, changes to this Agreement shall be only be valid through a written amendment to this Agreement signed by all Parties.

25. TERM AND TERMINATION

25.1. Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, this Agreement shall continue in effect until December 31, 2020 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

25.2. Termination for Breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this Agreement, provided such breach is not remedied within sixty (60) days written notice to the breaching Party thereof from the non-breaching Party or otherwise resolved pursuant to the dispute resolution provisions set forth in Section 15 herein.

25.3. Effect of Termination. Any termination by SBCCOG or by SoCalGas shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).
25.3.1. Subject to the provisions of this Agreement, SBCCOG shall be entitled to Gas Surcharge Funds for all Program Expenditures incurred or accrued pursuant to contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement. The provisions of this Section 25.3.1 shall be SBCCOG’s sole compensation resulting from any termination of this Agreement.

25.3.2. In the event of termination of this Agreement in its entirety, SBCCOG shall stop any Authorized Work in progress and take action as directed by SoCalGas to bring the Authorized Work to an orderly conclusion, and the Parties shall work cooperatively to facilitate the termination of operations and of any applicable contracts for Authorized Work.

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by email, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

**SBCCOG:**
South Bay Cities Council of Governments
Jacki Bacharach, Executive Director
2355 Crenshaw Blvd.
Suite 125
Torrance, CA 90501
Tel: (310) 371-7222
Fax:
Email: jacki@southbaycities.org

**SoCalGas:**
Southern California Gas Company
Ann Teall, Program Manager
555 W. Fifth Street, GT28A4
Los Angeles, CA 90013
Tel: (213) 244-5843
Fax: (213) 244-8252
Email: Ateall@socalgas.com
Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery; or (e) if by e-mail, with electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party.

27. CONTRACTS

Each Party shall, at all times, be responsible for its Authorized Work obligations, and acts and omissions of Contractors, subcontractors and persons directly or indirectly employed by such Party for services in connection with the Authorized Work. Each Party shall require its Contractors to be bound by terms and conditions which are the same or similar to those contained in this Agreement, as the same may be applicable to Contractors.

28. RELATIONSHIP OF THE PARTIES

The Parties shall act in an independent capacity and not as officers or employees or agents of each other. This Agreement is not intended to and does not form any “partnership” within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

29. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Authorized Work obligations.

30. COMMISSION/UTILITY AUTHORITY TO MODIFY OR TERMINATE

This Agreement and the Program shall at all times be subject to the discretion of the Commission, including, but not limited to, review and modifications, excusing a Party’s performance hereunder, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that any ruling, decision or other action by the Commission adversely impacts the Program, the Utility shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at
least ten (10) days' prior written notice to SBCCOG setting forth the effective date of such termination. Notwithstanding the right to terminate, as partners in the Program, the Parties agree to share in the responsibility and to abide by Commission energy policy supporting this Program. The Parties agree to use all reasonable efforts to minimize the adverse impact to a Party resulting from such Commission actions, including but not limited to modification of the required energy savings goals set forth in Section 4.2 which are fundamental to this Agreement.

In the event that the EM&V plan referred to in Section 6.5, when issued by the Commission, adversely impacts any Party to this Agreement and the issues cannot be resolved through negotiation among the Parties, then any Party shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to the other Parties setting forth the effective date of such termination.

31. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically stated in writing.

32. ASSIGNMENT

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if Utility is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require SBCCOG’s consent and such Utility shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

33. FORCE MAJEURE

Failure of a Party to perform its obligations under this Agreement by reason of any of the following shall not constitute an event of default or breach of this Agreement: strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the United States of America), acts of terrorism, acts of the public enemy, scarcity, or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of such Party.

34. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

35. GOVERNING LAW; VENUE
This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Los Angeles County, California.

36. SECTION HEADINGS

Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.

37. SURVIVAL

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination. Such provisions shall include, but are not limited to, Sections 9, 10, 13, 14, 15, 18, 22, 35 and 38 of this Agreement.

38. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

39. COOPERATION

Each Party agrees to cooperate with the other Party in whatever manner is reasonably required to facilitate the successful completion of this Agreement.

40. ENTIRE AGREEMENT

This Agreement (including all of the Exhibits and Attachments hereto which are incorporated into this Agreement by this reference) contains the entire agreement and understanding between the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement.

41. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**SBCCOG:**

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

By: Christian Horvath  
Title: Chair of SBCCOG  
Date: December 9, 2019

**SoCalGas:**

**SOUTHERN CALIFORNIA GAS COMPANY**

By: Dan Rendler  
Title: Director, Customer Programs & Assistance  
Date:
EXHIBIT A

SOUTHERN CALIFORNIA GAS COMPANY
2020 GOALS & SBCCOG BUDGET

<table>
<thead>
<tr>
<th>2020 Energy Savings (Gross Therm)</th>
<th>10,000</th>
</tr>
</thead>
</table>

Other non-resource goals are contained in the SoCalGas IP in Exhibit B.

2020 SoCalGas SBCCOG Partnership Budget

| SoCalGas 2020 SBCCOG Partnership Total Non-Incentive Budget | $100,000 |
| SoCalGas Incentive From SoCalGas Core Programs (1) | $10,000 |

SoCalGas Authorized Budget

| SoCalGas Administrative Other | |
| SoCalGas Administrative Overhead | |
| Total Utility Authorized Budget | |
| SBCCOG Authorized Budget | $100,000 |
| 2020 Total Non-incentive Program Budget | $ |

Projected Allocations for SBCCOG Authorized Budget $100,000

<table>
<thead>
<tr>
<th>Administration</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategic Plan Support</td>
<td>$15,000</td>
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<tr>
<td>Marketing &amp; Outreach</td>
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<tr>
<td>Direct Implementation</td>
<td>$70,000</td>
</tr>
<tr>
<td>Incentive (1)</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

(1) Incentive is a part of SoCalGas Core Program’s Incentive Budget. The incentive level is $1.50 per therm for calculated measures, and subject to specific program offerings. Incentives for deemed measures are in accordance with the incentive levels for the applicable SoCalGas Core Programs.
EXHIBIT B

SOUTHERN CALIFORNIA GAS COMPANY
IMPLEMENTATION PLAN

(Commission approved the PIP or interchangeably IP)

Program Name: South Bay Cities Partnership
Program ID: SoCalGas 3747
Program Type: Local Government Partnership

Program Element Description and Implementation Plan

a) List of program elements:

The three core program elements are similar to those identified in the Master PIP: Element A - Government Facilities, Element B - Strategic Plan Activities, and Element C - Core Program coordination.

b) Overview:

The South Bay Energy Efficiency Partnership (the Partnership) consists of the City of Carson, the City of El Segundo, the City of Gardena, the City of Hawthorne, the City of Hermosa Beach, the City of Inglewood, the City of Lawndale, the City of Lomita, the City of Manhattan Beach, the City of Palos Verdes Estates, the City of Rancho Palos Verdes, the City of Redondo Beach, the City of Rolling Hills, the City of Rolling Hills Estates, the City of Torrance, South Bay Cities Council of Governments, Southern California Edison, and the Southern California Gas Company. The Partnership is implemented by the South Bay Cities Council of Governments through the South Bay Environmental Services Center.

Through the participation of Southern California Gas, the West Basin Water District, and the LA County Sanitation District in the Partnership, a comprehensive and integrated approach to energy efficiency, natural gas efficiency, water efficiency as well as wastewater, storm water and potable water capital projects will be identified and developed ensuring that the municipalities are as energy efficient as possible.

This 2020 South Bay Partnership builds upon the already successful South Bay Environmental Services Center partnership. The South Bay’s comprehensive portfolio of activities is designed to promote energy efficiency activities while focusing on a larger conservation program which includes water conservation, solid waste, and alternative mobility strategies. Through focused outreach and educational activities, the programs message that “saving energy is good for the environment and saves money too” will be emphasized through the importance of energy efficiency measures and best practices. The program will also provide the tools necessary to take advantage of rebates and financial incentives for all public agencies, their residents and businesses.

Core Program Element A - Government Facilities

This area will deliver energy savings during the next one-year program transition period. Every local government that participates in the Partnership will achieve specified energy
savings and greenhouse gas reductions from the facilities and infrastructure that it manages through technology retrofits, operational improvements and policy changes. Participating local governments will take advantage of Partnership incentives for municipal facilities and, wherever possible, of eligible rebate, incentive and technical assistance programs offered by their serving utilities.

A.1) Retrofit of county and municipal facilities
The 15 cities within the South Bay Cities Council of Governments maintain over 500 municipal buildings. The Partnership intends to continue the retrofit of candidate facilities identified during the 2010 – 2012 timeframe and will continue to identify others through additional assessments for school facilities and special districts. The assessments are intended to be an ongoing process throughout 2020 transition period.

A.2) Retro-Commissioning (of buildings or clusters of buildings)
The commission has specified the conduct of deep retrofits during 2020. The South Bay Cities Council of Governments intends to achieve this via a greater emphasis on Retro-Commissioning. Many chronic building problems and energy waste can be resolved by making low-cost or no-cost adjustments identified by the Retro-commissioning process.

A.3) Integrating Demand Response into the audits
The Partnership plans to continue its concerted efforts identifying and performing successful comprehensive energy efficiency projects with member cities and enrolling service accounts from each city in demand response programs in alignment with Implementation Plan.

A.4) Technical assistance for project management, training, audits, etc.
Each Partnership has a specific budget for each of these elements. Standard programs available include energy efficiency training, energy audits, and technical assistance in alignment with Program Implementation Plan. For 2020, the South Bay Cities Council of Governments will continue to provide an Energy Manager On Call program. Most of the cities cannot afford to have professional energy management personnel on staff, yet we have found that the availability of such support greatly increases the chances the city will fully integrate energy efficiency into its operations. The SBCCOG already has professional technical support under contract ready to provide this support to its 15 member cities. It is intended that this technical support will include the review of Benchmarking reports and Energy Action plans, and the encouragement to act on the findings of these reports.

A.5) On-Bill Financing
Each city in the partnership has indicated a keen interest in using On-Bill Financing. Cities in the partnership will be encouraged to maximize the use of on bill financing to the extent that funding is available by the utility.

Core Program Element B: Strategic Plan Support

B.1) Code Compliance Support
The South Bay Partnership will continue to encourage a culture of energy code compliance improvement and will develop the creation of an energy code compliance improvement program and various strategies across the partnering cities to improve compliance with building energy standards and appliance regulations. The Partnership will promote energy code training targeted to the South Bay region including workshops for municipal planning and building staff, building
professionals, and contractors.

**B.2) Reach Code Support**
The South Bay Partnership will continue to establish meaningful reach codes as part of its effort to add value to energy efficiency in alignment with the strategies as expressed in the Master Partnership Implementation Plan.

**B.3) Guiding Document(s) Support**
As well as establishing documentation in alignment with the strategies as expressed in the Implementation Plan, the South Bay Partnership objectives will include assisting with implementation of Energy Action Plans and Climate Action Plans to reduce energy use and emissions.

**B.4) Financing for the community**
The South Bay Partnership will develop an education and outreach program for the Partnership communities in alignment with the strategies as expressed in the Implementation Plan. It intends to make contacts and develop leads for any and all programs that may be launched as a result of the commission’s guidance to the utilities for 2020.

**B.5) Peer to Peer Support**
The South Bay Partnership will actively participate in and support the peer to peer program in forums for the partnering cities and through the strategies as expressed in the Master Partnership Implementation Plan.

---

**Core Program Element C: Core Program Coordination**

**C.1) Outreach & Education**
The Partnership established a comprehensive Marketing Education & Outreach (ME&O) Plan that will continue to incorporate retrofit strategies among the 15 member cities and their business communities; information and education to assist cities in moving forward with energy savings projects, policies, codes, and ordinances; general awareness events and exhibits to publicize the Partnership and its goals throughout the communities (including environmental fairs and expos); marketing energy efficiency programs through a variety of media channels including e-blasts, press releases, and quarterly e-newsletters.

**C.2) Residential and Small Business Direct Install**
The Partnership will continue its outreach efforts to support and coordinate with the SoCalGas core programs for South Bay commercial and small businesses customers as well as leverage existing member cities chambers of commerce. These efforts will be accomplished through, for example, e-blasts and municipal cable to distribute information and drive greater participation.

**C.3) Third-party program coordination**
The Partnership will actively support third party programs through the strategies as expressed in the Implementation Plan.

**C.4) Retrofits for just-above Energy Savings Assist Program (ESAP) -qualified customers**
The South Bay Partnership will support this program in alignment with the strategies as expressed in the Master Partnership Implementation Plan.
C.5) Technical assistance for program management, training, audits, etc.
The Partnership anticipates continuing to bring technical and financial assistance from SoCalGas offerings including rebates for multi-family and non-residential customers; Retro-Commissioning; Savings by Design; Standard Performance Contracts; etc.

c) Non-Incentive Services:

In addition to the strategies as expressed in the Master Partnership Implementation Plan, the South Bay Partnership will include a Portfolio of partnership ME&O activities to increase community enrollment in energy programs, and other SoCalGas services, resources and assets brought to support the ME&O Plan (e.g., account manager support; training at the Energy Resource Center (ERC); speakers bureau; marketing, design & printing of brochures and other collateral materials; media/press/publicity support, etc.).

d) Target Audience, etc.:

City and county staff, management and policymakers (elected officials). Residential and business customers in the South Bay region.

e) Implementation

In addition to the strategies and coordination as expressed in the Master Partnership Implementation Plan: The Partnership has developed a comprehensive portfolio of ME&O activities and is proceeding to schedule activities and events. These include advertising in regional and local newspapers, cable and newspaper interviews about energy efficiency opportunities, and workshops as well as community exhibits most with an attendance of 1,500-3,000 people. The Partnership programs strategies include an integrated approach to energy consumption and reduction, increase awareness of energy efficiency, demand response Low-Income Energy Efficiency, California Alternative Rates for Energy Program, and Self-Generation Incentive Program.

3. Program Element Rationale and Expected Outcome

a) Quantitative Baseline and Market Transformation Information

<table>
<thead>
<tr>
<th>Baseline Metric</th>
<th>Metric A</th>
<th>Metric B</th>
<th>Metric C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Element</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Refer to the overarching PIP section

b) Market Transformation Information

| Market Transformation | |
|------------------------|--
Refer to the overarching PIP section

c) Program Design to Overcome Barriers:

The Cities that form the South Bay Partnership will have barriers consistent with and will employ those strategies as expressed in the Master Partnership Implementation Plan to overcome them.

4. Other Program Element Attributes

a. Best Practices
As well as those strategies as expressed in the Master Partnership Implementation Plan, the South Bay Partnership will embody the following best practices: Leverage the strong member municipal relationships developed by the Partnership over the last several years to further develop and capture energy efficiency opportunities within the county and cities facilities. Expand the existing South Bay Partnership education programs to identify, develop and capture energy efficiency opportunities within the region’s communities.

b. Innovation
The Partnership will collaborate with its municipal participants, including school districts and special districts, to develop strategies to implement integrated and comprehensive projects that will encompass energy efficiency demand response, and renewable elements. The Partnership will promote training workshops and table exhibits over the course of the program timeframe. Promotion activities will focus on energy efficiency practices, whole-building performance to get better space conditioning, coordinate emerging “green” or sustainability standards, and programs that promote sustainability.

c. Interagency Coordination
The South Bay Partnership through its local government and consulting network will encourage coordination with Agencies and Initiatives as noted within the Master Partnership Implementation Plan as well as with the participating IOUs, SCE and SoCalGas, and the South Bay region water agencies and sanitation district.

d. Integration across resource types (energy, water, air quality, etc.)
The Partnership promotes comprehensive sustainability, including water conservation, solid waste management, and alternative mobility.

e. Pilots
The Partnership promotes comprehensive sustainability, including water conservation, solid waste management, and alternative mobility.

f. EM&V
The utilities are proposing to work with the Energy Division to develop and submit a
This comprehensive EM&V Plan after the program implementation plans are filed. This plan will include process evaluations and other program-specific studies within the context of broader utility and Energy Division studies. More detailed plans for process evaluation and other program-specific evaluation efforts cannot be developed until after the final program design is approved by the CPUC and in many cases after program implementation has begun, since plans need to be based on identified program design and implementation issues.

<table>
<thead>
<tr>
<th>Partnership Program Advancement of Strategic Plan Goals and Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1-1:</strong> Develop, adopt and implement model building energy codes (and/or other green codes) more stringent than Title 24’s requirements, on both a mandatory and voluntary basis; adopt one or two additional tiers of increasing stringency.</td>
</tr>
<tr>
<td><strong>1-2:</strong> Establish expedited permitting and entitlement approval processes, fee structures and other incentives for green buildings and other above-code developments.</td>
</tr>
<tr>
<td><strong>1-3:</strong> Develop, adopt and implement model point-of-sale and other point-of transactions relying on building ratings.</td>
</tr>
<tr>
<td><strong>1-4:</strong> Develop broad education program and peer-to-peer support to local governments to adopt and implement model reach codes.</td>
</tr>
<tr>
<td><strong>1-6:</strong> Link emission reductions from “reach” codes and programs to ARB’s AB 32 program.</td>
</tr>
<tr>
<td><strong>2-2:</strong> Dramatically improve compliance with and enforcement of Title 24 building code, and of permitting and inspection requirements.</td>
</tr>
<tr>
<td><strong>2-3:</strong> Local inspectors and contractors hired by local governments shall meet the requirements of the energy component of their professional licensing (as such energy components are adopted).</td>
</tr>
<tr>
<td><strong>3-1:</strong> Adopt specific goals for efficiency of local government buildings</td>
</tr>
<tr>
<td>3-2: Require commissioning for new buildings, and re-commissioning and retro-commissioning of existing buildings.</td>
</tr>
<tr>
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</tr>
<tr>
<td>3-4: Explore creation of line item in LG budgets or other options that allow EE cost savings to be returned to the department and/or projects that provided the savings to fund additional efficiency.</td>
</tr>
<tr>
<td>3-5: Develop innovation Incubator that competitively selects initiatives for inclusion in LG pilot projects.</td>
</tr>
<tr>
<td>4-1: LGs commit to clean energy/climate change leadership.</td>
</tr>
<tr>
<td>4-2: Use local governments’ general plan energy and other elements to promote energy efficiency, sustainability and climate change.</td>
</tr>
<tr>
<td>4-4: Develop local projects that integrate EE/DSM/water/wastewater end use</td>
</tr>
<tr>
<td>4-5: Develop EE-related “carrots” and “sticks” using local zoning and development authority</td>
</tr>
</tbody>
</table>
EXHIBIT C

EM&V PLAN

(TO BE ATTACHED WHEN COMMISSION APPROVES)
EXHIBIT D

REPORTING REQUIREMENTS

1. Reporting

1.1 SBCCOG shall provide SoCalGas with the requisite information, in accordance with the Agreement, on the prior month’s activities, accomplishments and expenditures related to its respective Authorized Work or Approved Project obligations, for purposes of preparing the Annual Reports.

1.2 Utility shall provide SBCCOG in accordance with the provisions of the Agreement, a copy of its filed Monthly Report within five (5) Business Days after filing.

2. Measures

2.2 Measure List

2.3 Expenditures for the program per cost reporting format below (Section 7 below contains list of allowable costs)

   a. Operating Budget
   b. Total Expenditures
      i. Administrative Cost
      ii. Marketing/Advertising/Outreach Costs
      iii. Direct Implementation

2.4 Program Narratives – For the program, a description of the program activities occurring during the period.

   c. Administrative activities
   d. Marketing activities
   e. Direct Implementation activities
   f. Implementer’s assessment of program performance and program status (is the program on target, exceeding expectations, or falling short of expectations, etc.)
   g. For non-resource programs and program elements (programs or program elements that are not claiming direct energy impacts), a discussion of the status of program achievements.
   h. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, etc.)
   i. Discussion of near term plans for program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
   j. Changes to staffing and staff responsibilities, if any
   k. Changes to contacts, if any
   l. Changes to subcontractors and subcontractor responsibilities, if any

3. Annual Reports

The format and content of the annual report is developed by the CPUC in 2010. SBCCOG will be required to fulfill these reporting obligations for their program.

4. Reporting Terminology Definitions
Adopted Program Budget – The program budget as it is adopted by the Commission. Inclusive of costs (+/-) recovered from other sources.

Operating Program Budget – The program budget as it is defined by the program administrators for internal program budgeting and management purposes. Inclusive of costs (+/-) recovered from other sources.

Direct Implementation Expenditures – Costs associated with activities that are a direct interface with the customer or program participant or recipient (e.g., contractor receiving training). (Note: This is still an open issue, the items included in this definition may be changed by the CPUC pending discussion on the application of the State’s Standard Practice Manual.)

Program Strategy – The method deployed by a program in order to obtain program participation.

5. Allowable Costs

<table>
<thead>
<tr>
<th>Allowable Costs</th>
<th>Administrative Cost Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowable Costs Table</td>
<td>Managerial and Clerical Labor</td>
</tr>
<tr>
<td>Cost Categories</td>
<td>IOU Labor – Clerical</td>
</tr>
<tr>
<td></td>
<td>IOU Labor - Program Design</td>
</tr>
<tr>
<td></td>
<td>IOU Labor - Program Development</td>
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<tr>
<td></td>
<td>IOU Labor - Program Planning</td>
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<tr>
<td></td>
<td>IOU Labor - Program/Project Management</td>
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<tr>
<td></td>
<td>IOU Labor - Staff Management</td>
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<tr>
<td></td>
<td>IOU Labor - Staff Supervision</td>
</tr>
<tr>
<td></td>
<td>Subcontractor Labor - Clerical</td>
</tr>
<tr>
<td></td>
<td>Subcontractor Labor - Program Design</td>
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<td>Subcontractor Labor - Program Development</td>
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<td>Subcontractor Labor - Program Planning</td>
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<td>Subcontractor Labor - Program/Project Management</td>
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<td>Subcontractor Labor - Staff Supervision</td>
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<td>Human Resource Support and Development</td>
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<td>IOU Labor - Human Resources</td>
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<td></td>
<td>IOU Labor - Staff Development and Training</td>
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<tr>
<td></td>
<td>IOU Benefits - Administrative Labor</td>
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<td></td>
<td>IOU Benefits - Direct Implementation Labor</td>
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<tr>
<td></td>
<td>IOU Benefits - Marketing/Advertising/Outreach Labor</td>
</tr>
<tr>
<td></td>
<td>IOU Payroll Tax - Administrative Labor</td>
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<tr>
<td></td>
<td>IOU Payroll Tax - Administrative Labor</td>
</tr>
</tbody>
</table>
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

<table>
<thead>
<tr>
<th>Cost Categories</th>
<th>Allowable Costs</th>
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</thead>
<tbody>
<tr>
<td><strong>IOU Payroll Tax</strong></td>
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<td><strong>IOU Pension</strong></td>
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<tr>
<td><strong>IOU Travel</strong></td>
<td>Meals</td>
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<td><strong>IOU Travel</strong></td>
<td>Mileage</td>
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<td><strong>IOU Travel</strong></td>
<td>Parking</td>
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<tr>
<td><strong>IOU Travel</strong></td>
<td>Per Diem for Misc. Expenses</td>
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<tr>
<td><strong>Subcontractor - Conference Fees</strong></td>
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<td><strong>Subcontractor Labor</strong></td>
<td>Conference Attendance</td>
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<tr>
<td><strong>Subcontractor - Travel</strong></td>
<td>Per Diem for Misc. Expenses</td>
</tr>
<tr>
<td><strong>Overhead (General and Administrative) - Labor and Materials</strong></td>
<td></td>
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<td><strong>IOU Postage</strong></td>
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3/30/2006
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<td>IOU Labor - Administrative</td>
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<td>IOU Labor - Facilities Maintenance</td>
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<td>IOU Labor - Procurement</td>
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<td>IOU Labor - Automated Systems</td>
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### Marketing/Advertising/Outreach Cost Category

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<th>Allowable Costs</th>
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<tbody>
<tr>
<td>IOU - Advertisements / Media Promotions</td>
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<tr>
<td>IOU - Bill Inserts</td>
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<tr>
<td>IOU - Brochures</td>
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<tr>
<td>IOU - Door Hangers</td>
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<td>IOU - Print Advertisements</td>
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<tr>
<td>IOU - Radio Spots</td>
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<tr>
<td>IOU - Television Spots</td>
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<tr>
<td>IOU - Website Development</td>
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<tr>
<td>IOU Labor - Media Production</td>
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<tr>
<td>IOU Labor - Business Outreach</td>
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<td>IOU Labor - Customer Outreach</td>
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<tr>
<td>IOU Labor - Customer Relations</td>
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<td>Subcontractor - Bill Inserts</td>
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<tr>
<td>Subcontractor Labor - Customer Relations</td>
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</tbody>
</table>

**Direct Implementation Cost Category**

**Financial Incentives to Customers**

**Activity - Direct Labor**

| IOU Labor - Curriculum Development |
| IOU Labor - Customer Education and Training |
| IOU Labor - Customer Equipment Testing and Diagnostics |
| IOU Labor - Facilities Audits |
| Subcontractor Labor - Facilities Audits |
| Subcontractor Labor - Curriculum Development |
| Subcontractor Labor - Customer Education and Training |
| Subcontractor Labor - Customer Equipment Testing and Diagnostics |

**Installation and Service - Labor**

| IOU Labor - Customer Equipment Repair and Servicing |
| IOU Labor - Measure Installation |
| Subcontractor Labor - Customer Equipment Repair and Servicing |
| Subcontractor Labor - Customer Equipment Repair and Servicing |

**Direct Implementation Hardware and Materials**

| IOU Audit Applications and Forms |
| IOU Direct Implementation Literature |
| IOU Education Materials |
| IOU Energy Measurement Tools |
| IOU Installation Hardware |
| Subcontractor - Direct Implementation Literature |
| Subcontractor - Education Materials |
| Subcontractor - Energy Measurement Tools |

3/30/2006
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<tr>
<td>Subcontractor - Installation Hardware</td>
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<td>Subcontractor - Audit Applications and Forms</td>
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<tr>
<td><strong>Rebate Processing and Inspection - Labor and Materials</strong></td>
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<tr>
<td>IOU Labor - Field Verification</td>
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<tr>
<td>IOU Labor - Site Inspections</td>
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<td>IOU Labor - Rebate Processing</td>
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<td>IOU Rebate Applications</td>
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3/30/2006
Los Angeles County
Metropolitan Transportation Authority

Metro I-110 ExpressLanes South Bay Outreach Program Services

PS67069000  ISSUED: 11.12.19
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* All Articles, Subarticles, or portions of the Contract noted by an asterisk (*) shall be included in (flow-down to) all Subcontracts of any tier.
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. PS67069000

METRO I-110 EXPRESS LANES SOUTH BAY OUTREACH PROGRAM SERVICES

FIRM FIXED PRICE EZ FORM SERVICES CONTRACT

BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

NOVEMBER 15, 2019

EFFECTIVE DATE
This state/locally funded Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (Metro), and South Bay Cities Council of Governments (Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE

A. This Contract includes this Form of Contract, the Contract Documents listed in Section B, and all Attachments, all of which are incorporated herein and made a part of this Contract. PLEASE READ ALL CONTRACT DOCUMENTS; THEY ALL APPLY.

B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:

1. Form of Contract
2. Regulatory Requirements (Pro Form 039, Dated 07/24/17)
3. Special Provisions (Pro Form 089, Dated 10/17/19)
4. General Conditions, (Pro Form 103, Dated 06/19/17)
5. Statement of Work (Dated 10/15/19)

C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.
ARTICLE II: COMPENSATION

A. Contract Price. In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, the Metro will pay the Contractor the Contract Price of $48,000 as provided in this Article.

B. Payment Schedule. Except as otherwise expressly provided, the Contract Price shall be paid to the Contractor based upon the following Payment Schedule:

   $4,000 per month for 12 months = $48,000

C. Invoicing. The Contractor shall electronically submit all invoices to Metro at accountspayable@metro.net. Each invoice shall include the date, contract number, and description of the work completed. The Contractor shall also submit a Certification for Request for Payment attached as Exhibit 1. Metro shall pay the Contractor within thirty (30) days after the receipt of an acceptable invoice.

The Application for Final Payment shall be labeled “FINAL.”

Effective January 1, 2009, Metro started payment of invoices via Electronic Funds Transfer (EFT) which guarantees faster payments and is a more secure and efficient way to make payments. If you have not already done so, you will be required to sign up for EFT, unless you request a waiver in writing. Please call (213) 922-6811, then press option # 7 for EFT forms.

ARTICLE III: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Period of Performance of this Contract shall begin on November 15, 2019 (hereinafter “Commencement Date”). Contractor shall complete all Work under the Contract by November 14, 2020 (hereinafter “Completion Date”), unless this Contract is terminated earlier or extended by the Metro, in writing, as provided in the Contract.

The Period of Performance is an initial one (1) year base period with up to two (2) additional one-year period options at Metro’s discretion.

ARTICLE IV: SBE PARTICIPATION

No SBE goal has been recommended for this contract.

ARTICLE V: INSURANCE

Please see Exhibit 2.

ARTICLE VI: LIMITATION OF FUNDS

Funding for this Contract is based upon the availability of funds determined by the Metro’s fiscal budget, which runs from July 1 through June 30 of each fiscal year. If funding is not approved for any subsequent fiscal year during which this Contract is in effect, Metro will issue a stop work notice.
ARTICLE VII: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitutes the complete and entire agreement between the Metro and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
20285 S. WESTERN AVE., #100
TORRANCE, CA 90501

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PHILLIP A. WASHINGTON
CHIEF EXECUTIVE OFFICER

BY: ____________________________________________________

SIGNATURE OF AUTHORIZED OFFICIAL

BY: ____________________________________________
(PRINT OR TYPE NAME)

__________________________
TITLE

__________________________
DATE

TAX ID NO.: _______________________

APPROVED AS TO FORM BY COUNTY COUNSEL ON July 15, 2003.
1. I hereby certify to the best of my knowledge and belief that:

   A. This Payment Request represents a true and correct statement of the Work performed;
   
   B. The Work completed to date under this Contract is in full accordance with the terms of the Contract; and
   
   C. All Subcontractors and/or Suppliers who have performed Work on the project through the closing date of the prior Payment Request have been paid their proportionate share of all previous payments from the Metro.

2. I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to the Metro a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false Record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other criminal and/or civil remedies which the Metro may have either under contract or law.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct

Firm: 

__________________________________________________________

Signature: 

__________________________________________________________

Name of Certifying Official: 

__________________________________________________________

Title: 

__________________________________________________________

Date of Execution: 

__________________________________________________________
EXHIBIT 2 - INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, or damages in property that may arise from or in connection with the performance of the work hereunder by the Contractor, agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE
Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)
2. Insurance Services Office form number CA0001 covering Automobile Liability, code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance and Employer’s Liability.

MINIMUM LIMITS OF INSURANCE
Contractor shall maintain limits no less than:
1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or $2,000,000. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation to comply with California’s statutory requirements. Policy shall also include Employer’s Liability in an amount no less than $1,000,000.

OTHER INSURANCE PROVISIONS
The insurance policies required per the terms of the contract are to contain, or be endorsed to contain, the following provisions:
1. Los Angeles County Transportation Authority (LACMTA), its subsidiaries, officials and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be excess of the Contractor’s insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to LACMTA.
6. Workers’ Compensation and Employer’s Liability policies shall provide a waiver of subrogation in favor of LACMTA.

DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions must be declared to, and amounts over $25,000 approved by LACMTA.

ACCEPTABILITY OF INSURERS
Insurance is to be placed with California admitted insurers with a current A.M. Best’s rating of no less than A-VII, unless otherwise approved by LACMTA.

VERIFICATION OF COVERAGE
Contractor shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by the insurer to bind coverage on its behalf. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

SUBCONTRACTORS
Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
EXHIBIT 3 - STATEMENT OF WORK

Metro I-110 ExpressLanes South Bay Outreach Program Services

OVERVIEW

The South Bay Cities Council of Governments (SBCCOG) will provide outreach activities to distribute information, conduct outreach, and build awareness for the Metro ExpressLanes, and schedule Mobile ExpressLanes Van appearances for the purpose of opening FasTrak® transponder accounts. Information on the Silver Line services will also be included.

The ultimate goal of this work is to continue to build awareness and increase the number of FasTrak® transponder accounts for vehicles using the I-110 corridor ExpressLanes as well as encourage use of the Silver Line bus services and vanpools. Using the SBCCOG extensive network, these efforts will focus on South Bay cities, residents, employers, public agencies, and multi-tenant buildings. The South Bay is geographically positioned along the 1-110 to target the most likely users of these lanes and to increase vanpool commuters in the lanes.

Transportation Demand Management and system preservation has been a major interest of the SBCCOG and is supported in the SBCCOG 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. The SBCCOG is actively working on programs such as vanpool outreach, South Bay Measure R Hwy Program, and South Bay Travel Pal – a TDM pilot project for event trip planning for South Bay residents. This work also mirrors Metro’s Long Range Transportation Plan goals to encourage commuters to change from solo driving to alternative modes of transportation and increase efficiency by moving more people on the ExpressLanes. Collectively, this work will only help both agencies meet their goals.

In addition, this agreement will take full advantage of the SBCCOG existing resources leveraging the ability of both agencies to reach a larger population. The SBCCOG is known for grassroots community outreach efforts and has developed strong working relationships with South Bay employers and residents. On average annually, staff attends 130 community/city events providing information on community sustainability and energy efficiency to thousands of individuals.

Part of the reason for this grassroots success is that the SBCCOG communicates with these groups several times each month not only through events, but trainings, workshops, meetings, publications, wireless media, and public speaking engagements. These solid relationships with organizations, local governments, residents, and employers have been developed and cultivated over time.

Metro also benefits from our coordinated approach to working with our partners: Southern California Edison, Southern California Gas Company, West Basin Municipal Water District, Torrance Municipal Water Department, South Coast Air Quality Management District, and Sanitation Districts of Los Angeles County. The SBCCOG may be asked to provide information on one of the partner programs and we make sure that all of the other partners’ information is available at the same time.
SCOPE OF WORK

SBCCOG will distribute related ExpressLanes information, conduct outreach, and increase awareness for the Metro ExpressLanes and the Silver Line. In addition, the SBCCOG will identify locations for the Mobile Van to open FasTrak® transponder accounts.

Task 1: Information Distribution, Conduct Outreach, and Increase Awareness

Proactively contact employers, cities, school districts, and chambers of commerce. In addition, display Metro provided materials at the SBCCOG office and make them available to city offices and chambers in the South Bay.

a. Potential site managers, event coordinators, and employers will be proactively contacted and meetings will be arranged to distribute information and conduct outreach specifically about the Metro ExpressLanes. At each site, attendees will be provided the MetroExpressLanes.net web address as the primary distribution channel for information about the ExpressLanes and FasTrak® transponder accounts and the Silver Line service.

b. Metro flyers, brochures, etc. will be included in packets handed out at public events and speaking engagements. In addition, SBCCOG will distribute these materials to all South Bay cities and their respective chamber offices. At each event or engagement, the MetroExpressLanes.net web address will be promoted as the primary distribution channel for information.

c. Metro ExpressLanes information will be displayed at the SBCCOG General Assembly along with the other programs of the SBCCOG programs. This event draws attendance by local elected officials, State legislative representatives, city management and staff, members of the media, and residents.

d. Metro ExpressLanes information will be included in written and electronic publications such as the monthly e-newsletter, quarterly newsletters, posting on website, and summary of services. Metro created materials will be used. All electronic publications will include the MetroExpressLanes.net link, the Metro ExpressLanes Facebook link, and the Metro ExpressLanes and Mobile Van Twitter account links.

e. Metro will provide training for SBCCOG staff as needed. For more advanced follow-up, SBCCOG staff will refer individuals to Metro.

Deliverables (in an Excel workbook format provided by Metro) and to be provided quarterly by SBCCOG to Metro:

- A list of all contacts, including name of business/city/chamber of commerce/school (or other), contact name, address, phone number, e-mail address, and number of employees.
- A list of events and outreach activities focused on Metro ExpressLanes, including name and location of event, number of attendees, and type of information provided.
- A list of materials distributed including type and number.
- A list of electronic materials distributed including to whom the e-mails were sent and if any recipients responded.
Task 2: Presentations for the ExpressLanes and Appearances for the Mobile Van

Incorporate information on Metro ExpressLanes, FasTrak® transponder accounts and Silver Line service into existing SBCCOG presentations and outreach meetings. In addition, there will be a total of at least thirty (30) outreach events that will include scheduling of two (2) Metro presentations focused specifically on the ExpressLanes program which should include the Mobile Van which Metro will make available with 30 days prior notification from SBCCOG.

a. SBCCOG will follow up directly with interested individuals and schedule presentations for Metro staff. SBCCOG will record all interest contacts including name, date, contact information, and follow up actions.

b. SBCCOG will work with its grassroots network to schedule Metro personnel at presentations at city locations, special events, and multi-tenant buildings as appropriate. Through these presentations, there is an opportunity to reach at least 50,000 individuals. Currently, SBCCOG has 14,500+ on their active email distribution list and will provide information regularly to this interest list.

Deliverables:

- A minimum of forty five (45) outreach events will be scheduled over the term of this contract to promote Metro ExpressLanes. Information to be included in reporting: date, location, and contact name, phone number, and e-mail address, as well as number of attendees and materials distributed. Included in the 45 meetings shall be:
  - Two (2) presentations developed specifically to provide a Metro ExpressLanes focused meeting. The Mobile Van will be invited and arrangements will be made subject to the van’s and Metro staff’s availability. These presentations can be combined with a Rideshare Fair, Festival, other event or stand alone. SBCCOG staff will confirm site viability prior to sending contact information to Metro staff. Information to be included in reporting: date, location, contact name, phone number, and e-mail address, as well as number of attendees.

Task 3: Reporting

Prepare quarterly reports and spreadsheets according to the Task description and deliverables.
REGULATORY REQUIREMENTS

RR-01 ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Metro Administrative Code

Contractor warrants and represents that it has read and understands Title 4, Procurement, and Title 5, Ethics, of the Metro Administrative Code (hereinafter “Administrative Code” - available at www.metro.net/images/MTA_Administrative_Code_Enactment.pdf), and will comply with each and every one of those requirements in accordance with their terms to the extent that they are applicable to contractors doing business with Metro. All definitions used in the Administrative Code are hereby incorporated herein as though fully set forth.

Without reducing or affecting its obligation to comply with any and all provision of the Administrative Code, as applicable, Contractor specifically warrants, represents and covenants that it will:

1. Comply with:
   a. Chapter 5-20, Contractor Code of Conduct;
   b. Chapter 5-25, Lobbying the Metro; and
   c. Chapter 5-35, Metro Conflict of Interest Code, and

2. Not induce, attempt to induce, or solicit:
   a. Board members to violate Chapter 5-10;
   b. Metro employees to violate Chapter 5-15;
   c. Metro Financial employees to violate Chapter 5-30; or
   d. Either Board members, Metro employees or Metro Financial employees to violate any other provision of the Administrative Code.

C. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:
1. Contractor shall not cause or permit any member, officer, or employee of Metro to have any financial interest in the Contract;

2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Metro;

3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Metro has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor’s knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Metro.

D. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Metro’s Board of Directors in violation of California Public Utilities Code §130051.20, California Government Code §§84300 et seq., or the Administrative Code.

E. Environmental Management System (EMS) Policy

Contractor represents that during the performance of the Contract it will assist Metro in achieving the principles of Metro’s EMS Policy, available at Environmental Management System (EMS) Policy and Contractor further commits that it shall adhere to the applicable EMS Policy principles in its choice of means and methods in the performance of the Work.

RR-02 DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

B. In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03 WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.
B. Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et. seq.

RR-04 PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Metro’s business, including all information and documents submitted by Contractor (“Records”), shall become the exclusive property of Metro and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Metro’s use and disclosure of its records are governed by this Act. Metro will use its best efforts to inform the Contractor of any request for any financial records or documents marked “Trade Secret”, “Confidential” or “Proprietary” provided by Contractor to Metro. Metro will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

C. In the event of litigation concerning the disclosure of any Records, Metro’s sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Metro harmless from all costs and expenses including attorney’s fees in connection with any such action.

RR-05 ACCESS TO RECORDS

A. Applicability

This Article applies to all federally funded contracts.

B. Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA’s authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is
receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) and was entered into through other than competitive bidding, the Contractor shall make records related to this Contract available to Metro, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES**

A. **Applicability**

This Article applies to all federally funded contracts.

B. **This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (including any changes, revisions or successor circulars) is automatically hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.**

This Contract is subject to a financial assistance agreement between Metro and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

C. **Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Metro and FTA, as they may be amended or**
promulgated from time to time during the term of this Contract collectively “Federal Requirements”. These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07 ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08 CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all contracts.


In addition to any other remedies under this Contract, in the event of the Contractor’s noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

1. Withholding of payments to Contractor under the Contract within a reasonable period of time, not to exceed 90 days; and/or

2. Cancellation, termination or suspension of the Contract, in whole or in part.
C. Equal Employment Opportunity

1. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract, as well as California Government Code § 12900, et seq. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, or age, ancestry, use of or eligibility for family and medical care leave, marital status, genetic information, military and veteran status, gender, gender identity, and gender expressions, sexual orientation, medical condition, or disability (mental and physical). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, assignment of duties, recruitment or recruitment advertising, layoff or terminate on; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.


RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES *

A. Applicability

This Article applies to all federally funded contracts.

B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent
by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Metro, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10  PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *

A. Applicability

This Article applies to all federally funded contracts.

B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11  SUSPENSION AND DEBARMENT*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.
B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

This certification is a material representation of fact relied upon by Metro. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-12 RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring $10,000 or more per year.

B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over $100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

**RR-14 COMPLIANCE WITH FEDERAL LOBBYING POLICY * **

**A. Applicability**

The following Article applies to federally funded contracts over $100,000.

**B.** The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Metro.

**RR-15 BUY AMERICA * **

**A. Applicability**

The following Article applies to federally funded rolling stock purchase and construction contracts over $100,000 and to contracts over $100,000 for materials & supplies for steel, iron, or manufactured products.

**B.** Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

Metro may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.
CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Metro (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

B. Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the
requirements of this section in all subcontracts that may involve international air transportation.

RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over $100,000 (including ferry vessels), rolling stock purchases over $100,000 and to operations/management contracts over $100,000 (except transportation services)

B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor’s contracting for any part of the Contract work shall comply with the following:

1. Overtime requirements – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the Article set forth in paragraph 1 of this Section Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Article set forth in paragraph 1 of this Section, in the sum of ten dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the Article set forth in paragraph 1 of this Section.

3. Withholding for unpaid wages and liquidated damages – Metro shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the Article set forth in paragraph 2 of this Section.
4. **Subcontracts** – Contractor or Subcontractor shall insert in any Subcontracts the Articles set forth in this Section and also a Article requiring the Subcontractors to include these Articles in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the Articles set forth in this Section.

5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Metro and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19 **SEISMIC SAFETY**

A. **Applicability**

This Article applies to federally funded Architect & Engineer contracts for the design of new buildings or additions to existing buildings and to contracts for the construction of new buildings or additions to existing buildings.

B. Any new building or addition to an existing building shall be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and Contractor shall certify to compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RR-20 **ADA ACCESS**

A. **Applicability**

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts
B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;

2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;

3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;

4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and

5. All applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;


A. Applicability
This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations
Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all “contractors” that have “covered employees” that perform “safety sensitive functions” as those terms are defined in the regulations.

C. Certificate of Compliance
The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program
In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall implement all programs required under the regulations, including without limitation, a Drug and Alcohol Testing Program and an anti-drug use and alcohol misuse program, in full compliance with the regulations.
E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Metro property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at [http://transit-safety.volpe.dot.gov/DrugAndAlcohol/default.aspx](http://transit-safety.volpe.dot.gov/DrugAndAlcohol/default.aspx).

RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. § 5333(b), U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL’s letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

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D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Metro, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor’s failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

RR-23 CHARTER SERVICE OPERATIONS

A. Applicability

This Article applies to federally funded Operational Service Contracts.

B. Contractor shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

RR-24 SCHOOL BUS REQUIREMENTS

A. Applicability

This Article applies to federally funded Operational Service Contracts.

B. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
A. Applicability

This Article applies to each contract involving experimental, developmental or research work and for which the purpose of the FTA grant is to finance the development of a product or information.

B. Subject Data

The term "Subject Data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "Subject Data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

C. Restrictions on Subject Data

The following restrictions apply to all Subject Data first produced in the performance of the Contract:

1. Except for its own internal use, metro or Contractor may not publish or reproduce Subject Data in whole or in part, or in any manner or form, nor may metro or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Subject Data or copyright described in subparagraphs C.2(a) and C.2(b) of this Paragraph C.2. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

   (a) Any Subject Data developed under the Contract, whether or not a copyright has been obtained; and

   (b) Any rights of copyright purchased by metro or Contractor using Federal assistance in whole or in part provided by FTA.
3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Metro and Contractor performing experimental, developmental, or research work required by the Contract shall permit FTA to make available to the public, either FTA's license in the copyright to any Subject Data developed in the course of the Contract, or a copy of the Subject Data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become Subject Data and shall be delivered as the Federal Government may direct. This Paragraph C.3 shall not apply to adaptations of automatic data processing equipment or programs for Metro’s or Contractor’s use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

4. Unless prohibited by state law, upon request by the Federal Government, Metro and Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Metro or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Neither Metro nor Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Federal Government.

5. Nothing contained in this Article shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Data developed by Metro or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements of Paragraphs 2, 3, and 4 of this Article, provided that Metro or Contractor identifies that data in writing at the time of delivery of the Contract Work.

D. Patent Rights

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Metro and Contractor shall take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
E. Provision of Rights in Invention to Federal Government

Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Metro and Contractor shall take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401.

RR-26 PUBLIC WORKS CONTRACTOR REGISTRATION LAW

This Contract is subject to the provision of California Law regarding Public Works, including, but not limited to California Labor Code. Contractors seeking to perform work on Metro’s state/local and federally funded public works contracts are now subject to registration requirements in order to bid or perform work on state and local public works projects (as defined under the California Labor Code).

Contractors must meet a set of minimum qualifications to be registered as eligible to bid and work on state and local public works projects. Those qualifications are currently:

- Must have workers’ compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.

Metro shall not accept any bid nor award any contract without proof of the contractor’s and subcontractor’s current registration.

The California Department of Industrial Relations (DIR) will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.

This Contract is subject to compliance monitoring and enforcement by the DIR.

Contractors and subcontractors on all public works projects will be required to submit electronic certified payroll records (CPRs) to the California Labor Commissioner unless excused from this requirement. Contractor and subcontractors are required to submit CPRs directly to Metro, as well.
Prime contractors will be required to ensure that their subcontractors subject to this requirement are properly registered with the DIR. Contractors that hire unregistered subcontractors are subject to penalties up to $10,000.

**Small Project Exemption**

Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports with the State for those projects. Note, these limits are for total project budgets, not individual subcontract prices. Contractors are still required to submit certified payroll records and accompanying documents to Metro. Contractors must also provide these documents to the California Labor Commissioner's Office upon request. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair
- $15,000 for maintenance

Information regarding the DIR's Contractor Registration Database can be accessed here: [http://www.dir.ca.gov/Public-Works/Contractors.html](http://www.dir.ca.gov/Public-Works/Contractors.html)

The website to register or renew your registration can be accessed here: [https://efiling.dir.ca.gov/PWCR/](https://efiling.dir.ca.gov/PWCR/)

The website to check you or your subcontractor's registration status can be accessed here: [https://efiling.dir.ca.gov/PWCR/Search](https://efiling.dir.ca.gov/PWCR/Search)

**RR-27 COMPLIANCE WITH CALIFORNIA HEALTH AND SAFETY CODE (HSC) §25250.51**

**A. Applicability**

This article applies to all contracts containing motor vehicle brake friction materials as listed in the sections in this regulatory requirement.

**B. Contractor shall comply with California SB 346 adding §25250.51 to the California Health & Safety Code as follows:**

1. On or after January 1, 2014, any motor vehicle brake friction materials containing any of the following constituents in an amount that exceeds the following concentrations shall not be sold in this state:

   i. Cadmium and its compounds: 0.01% by weight;
   ii. Chromium (VI)- salts: 0.1% by weight;
   iii. Lead and its compounds: 0.1% by weight;
   iv. Mercury and its compounds: 0.1% by weight; and
   v. Asbestiform fibers: 0.1% by weight
2. The brake constituents shall not contain any Lead or Asbestos.

END OF REGULATORY REQUIREMENTS
SPECIAL PROVISIONS (SERVICES)

All Articles, Subarticles, or portions of the Contract noted by a asterisk (*) shall be included in all Subcontracts of any tier.

SP-01 SBE/DVBE PARTICIPATION

SBE/DVBE goal for this procurement was not recommended for participation of SBE/DVBE firms because of insufficient SBE/DVBE availability or lack of identified subcontract opportunities. However, pursuant to the SBE/DVBE Program, if the Contractor utilizes the services of subcontractors, the Contractor is shall afford maximum opportunities to SBE/DVBE firms in all subcontract and supply service areas. When requested by LACMTA, the Contractor shall submit documentation to satisfy LACMTA that efforts were made to utilize SBE/DVBE firms throughout the life of the Contract.

SP-02 ORGANIZATIONAL CONFLICTS OF INTEREST*

This Contract is subject to the restrictions against organizational conflicts of interest promulgated by the Federal Transit Administration in FTA Circular 4220.1F dated November 1, 2008 or successor circulars. Contractor and its Subcontractors shall at all times comply with such restriction in connection with the Services it provides to and on behalf of LACMTA. Without limiting the generality of the foregoing, Contractor shall not provide Services to LACMTA, under this Contract, which would constitute or create an organizational conflict of interest, including but not limited to any of the following that could result in a lack of impartiality or impaired objectivity, unequal access to information, and biased ground rules, for this Contract or any other contract for LACMTA:

A. Influenced Specifications or Statement of Work
   The Contractor's prior work product, whether it is performed on behalf of LACMTA or another public or private entity, has been relied upon in establishing, or significantly influenced, the specifications or Statement of Services under this Contract.

B. Opportunity to Create Contracting Opportunities
   The Contractor's prior work product, whether it is performed on behalf of LACMTA or another public or private entity, afforded an opportunity for the Contractor to make or influence findings with respect to this Contract.

C. Evaluation of Prior Work Product
   The Contractor would be in position to evaluate its own prior work product as part of this Contract, whether the prior work product is performed on behalf of LACMTA or another public or private entity; or as part of this Contract the Contractor would be in a position to assess its prior work product whether or not it was performed on behalf of LACMTA or another public or private entity.

D. Access to Information
The Contractor received confidential or other information as part of the services performed for LACMTA or another public or private entity which provides the Contractor with an unfair competitive advantage to obtain this Contract or another contract with LACMTA.

SP-03 NOTICES AND SERVICE THEREOF*

A. Any Notice legally required to be given by one party to another under the Contract, including but not limited to those regarding interpretation of the Contract or changes thereto, shall be in writing and dated. The Notice shall be signed by the party giving such Notice or by a duly authorized representative of such party.

B. Notices shall not be effective for any purpose whatever unless enclosed in a sealed envelope and transmitted by registered mail or any certifiable delivery service addressed to:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Attention: Mark Marukian, Contract Administrator
Contract No. PS67069000

C. All Notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its authorized representative or by registered mail or any certifiable delivery service addressed as follows:

Kim Fuentes
Deputy Executive Director
South Bay Cities COG
20285 S. Western Ave., #100
Torrance, CA 90501

D. Any Notice of changes of address shall be given according to the provisions of this Special Provision.

SP-04 APPROVED SUBCONTRACTORS AND SUPPLIERS* (RESERVED)

SP-05 RELEASE OF INFORMATION*

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the Los Angeles County Metropolitan Transportation Authority (Metro).

SP-06 ORDERING (FOR INDEFINITE DELIVERY/QUANTITY CONTRACTS) (RESERVED)
SP-09 LOSS PREVENTION

A. In performing the Contract, the Contractor shall at a minimum provide for protecting the lives and health of employees and other persons; preventing damage to property, goods; and avoiding work interruptions. For these purposes, the Contractor shall:

1. Provide appropriate safety barricades, signs, and signal lights;

2. Comply with the safety policies of Metro and all applicable laws, standards, codes, rules, and regulations;

3. Take additional measures Metro determines are reasonably necessary for this purpose. This determination, when delivered to the Contractor or the Contractor's Authorized Representative at the Worksite, shall be deemed sufficient Notice of the noncompliance and corrective action required. After receiving the determination, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, Metro may issue an order stopping all or part of the Services or Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

4. Maintain an accurate record of exposure data on all occurrence incident to Services performed under the Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by Metro; and

5. Be responsible for its Subcontractor's compliance with this article.

SP-10 CONTRACTOR EQUIPMENT*

The Contractor shall be responsible for the maintenance of all equipment. Necessary ancillary equipment will also be kept in good repair and operating condition to ensure that Contractor's operations will proceed in an efficient and effective manner. Equipment substitutions may be made only with the consent of Metro.

SP-11 FINAL PAYMENT BOND (RESERVED)

SP-12 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (RESERVED)
SP-13 CONTRACT SPECIFIC DEFINITIONS* (RESERVED)

SP-14 CLEAN UP

Without limiting the requirements contained elsewhere in the Contract:

A. The Contractor shall at all times keep the Worksite, including storage areas, free from accumulations of waste materials. Before completing the Services, the Contractor shall remove from the Worksite any rubbish, tools, scaffolding, goods that are not the property of Metro. Upon completing the Services, the Contractor shall leave the Worksite in a clean, neat, and orderly condition satisfactory to Metro.

SP-15 PROTECTION OF METRO STRUCTURES, EQUIPMENT, AND VEGETATION

A. The Contractor shall use reasonable care to avoid damaging existing structures, equipment, and vegetation on Metro Worksite. If the Contractor’s failure to comply with the requirements of the Contract or failure to use reasonable care in performing the Services and causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to Metro. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the costs incurred by Metro to effect the repairs or replacement. The costs may be deducted from the Total Contract Price.

SP-16 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS* (RESERVED)

SP-17 ALLOWABILITY, ALLOCABILITY & REASONABLENESS DEFINITIONS*

A. This clause is intended to clarify and further define the allowability, allocability and reasonableness of costs. It is not all-inclusive and is not intended to modify and/or interpret the Federal Acquisition Regulation (FAR) requirements or conflict with any other Contract terms and conditions. Metro has the right to determine the allocability, allowability and reasonableness of all costs incurred by Contractor under the Contract. If Contractor disputes Metro’s findings, Contractor may file a dispute under the Article entitled RESOLUTION OF DISPUTES. The allowability, allocability and reasonableness of reimbursable costs claimed under the Contract will include the following considerations:

B. Allowability of costs is determined using FAR Subpart 31.204, Compensation and Payment Provisions, Generally Accepted Accounting Principles (GAAP) (promulgated by the AICPA) and any Advance Cost Understanding incorporated into the Contract.

C. Reasonableness of costs is determined using FAR Subpart 31.201-3, GAAP, Internal Revenue Code (IRC) (where applicable), the Advance Cost
Understanding and Metro’s Contractor Cost Guidelines. Reasonableness of costs must be carefully examined to ensure that costs incurred would be similar to those expected to be incurred in a competitive pricing environment. The burden of proof shall be upon the Contractor to establish that a cost is reasonable.

D. Costs are allocated to final cost objectives. The allocability of cost is determined using FAR Subpart 31.201.4 and Compensation and Payment Provisions entitled REIMBURSABLE COSTS AND FEE FOR CPFF CONTRACTS. Specifically, indirect expenses shall be allocated on the basis of the beneficial or causal relationship between supporting (indirect expense) and receiving activities (final cost objective). Such expenses shall be distributed directly to business units/segments and/or final cost objectives to the maximum extent possible. Expenses not directly identifiable to a final cost objective, if significant in amount, shall be grouped in separate logical and homogeneous pools and allocated based on a causal or beneficial relationship to final cost objectives.

E. Allocation of costs to the Project Office indirect pool shall be determined in strict accordance with FAR Subpart 31.201.4 and Compensation and Payment Provision entitled REIMBURSABLE COSTS AND FEE FOR CPFF CONTRACTS.

F. Specifically, the Contractor shall abate its indirect expenses (associated with non-Project Office direct labor) allocated to the Project Office for items which are similar to those provided by Metro to the Project Office’s operations at no cost or reimbursed by Metro as a Project Office Other Direct Cost.

G. For example, any expense (e.g., rent, building ownership cost, office equipment or supplies) associated with the Contractor’s or Subcontractors’ non-Project Office direct labor shall be deemed similar to any expense (e.g., rent, office equipment or supplies) that Metro has paid for 100% at the Project Office. However, any expense (e.g., rent, building ownership cost, office equipment or supplies) associated with the Contractor’s or Subcontractors’ indirect labor is allocable to the direct labor at the Project Office.

H. For Contractors where the Contract represents more than fifty (50%) percent of the Contractor’s business (% defined as Direct Labor v. Total Contractor Direct Labor), outside professional expenses incurred in preparing and negotiating Contractor’s positions on claims, disputes, or audits related to issues of reasonableness, allowability, or allocability shall not be allowable as a direct or indirect cost to Metro, unless prior written approval is obtained from Metro.

SP-18 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE* (RESERVED)

SP-19 LIQUIDATED DAMAGES* (RESERVED)

SP-20 THE CONTRACTOR’S LICENSE
A. The contracting firm and the majority owner of the subcontracting firm shall have the experience and professional capability to perform the work; and the majority owner of the subcontracting firm shall possess and maintain for the duration of the contract work, the appropriate State of California Professional license(s) and registration required.

B. The majority Contractor and Subcontractor(s) must possess and maintain the appropriate State of California license and registration required for the contracted work throughout the duration of the Work. Proof of validity of such license and/or registration shall be provided on an annual basis.

SP-21 INDIRECT COST RATES* (RESERVED)

SP-22 METRO MANAGEMENT OF CONTRACTOR’S PERSONNEL*

A. In the event Metro determines it becomes necessary to request Contractor personnel to assist in the management of any Project, Metro may request the Contractor to assign its personnel to any Project subject to the direction of Metro’s Project Manager or designee. Metro shall request such assignment of the Contractor's personnel through a Contract Amendment or individual Task Order approved by the Project Manager requesting such personnel. The Contractor shall advise Metro of its concurrence or rejection of the request within three (3) business days. If Contractor fails to advise Metro within the three (3) business day period, Contractor shall be deemed to concur with Metro’s request.

B. Any Contract Amendment/Task Order issued under this Special Provision shall include the following information:

1. Name of Contractor's personnel;
2. Direct and indirect costs associated with the Contractor's personnel;
3. Description of duties to be performed by Contractor's personnel;
4. Description of the limit of authority, if any, of Contractor's personnel;
5. Indemnification language to be provided by Metro in connection with the proposed duties of the Contractor's personnel; and
6. All information required by Article 6 of the Form of Contract.

C. For purposes of this Provision only, the Contractor’s personnel identified in a Contract Amendment/Task Order issued under this Special Provision shall be defined as the Personnel.

D. Metro shall provide the Personnel with office space and associated supplies and equipment necessary to perform the duties described under the Contract Amendment/Task Order. Metro shall have no obligation for any Contractor personnel who are not specifically identified in a Contract Amendment/Task Order issued under this Special Provision.

E. Any document or work product produced, generated or reviewed by the Personnel in their capacity described in the Contract Amendment/Task Order
shall be the property of Metro. Except for the Personnel’s immediate superior in the Contractor’s Program office the Personnel shall not discuss their work assignment with any other Contractor personnel without prior consent of Metro’s Project Manager.

F. The Personnel shall perform the Work described in the Contract/Task Order in compliance with Metro’s policies and procedures, including, without limitation, Metro’s Ethics Policy, Code of Conduct and other applicable policies and procedures. Further, Personnel’s work hours shall be compatible with Metro’s normal work hours.

G. During the term of the Contract/Task Order, the Personnel shall remain an employee of the Contractor and shall continue to have their salary and benefits paid for the Contractor. In no event will the Personnel be considered a Metro employee. Further the Personnel shall not receive any benefits normally accruing to Metro employees unless provided by the Contractor.

H. Metro, in its sole discretion, has the right to terminate a Contract Amendment/Task Order issued pursuant to this Provision notwithstanding the duration stated in the Contract Amendment/Task Order or remove the Personnel at any time, all in accordance with the terms of the Contract.

SP-23 SUBCONTRACT ADMINISTRATION (RESERVED)

SP-24 LIVING WAGE/SERVICE CONTRACT WORKER RETENTION POLICY*

This Contract is subject to the payment of a living wage, as set forth in Metro’s Living Wage Policy / Service Contract Worker Retention Policy (LW/SCWRP), which is incorporated herein by this reference. Contractors performing covered contract work for Metro that involve expenditures in excess of $25,000 and a contract term of twelve (12) months or more, shall comply with the provisions in the LW/SCWRP. These provisions include the payment of a minimum wage that is subject to change every July 1st.

This Contract is subject to the Service Contract Worker Retention Policy (SCWRP) which is incorporated herein by this reference. If applicable, the Contractor must also comply with the SCWRP which requires that, unless specific exemptions apply, all contractors performing covered contract work for Metro that involve expenditures in excess of $25,000 and a contract term of twelve (12) months or more, shall provide retention to a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRP. Metro has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if Metro determines that the subject contractor violated the provisions of the SCWRP.

Metro’s Living Wage / Service Contract Worker Retention Policy manual can be accessed here:
https://www.metro.net/about/labor-compliance/lwrp/

END OF SPECIAL PROVISIONS
GENERAL CONDITIONS - EZ FORM SERVICES CONTRACT

1.0 DEFINITIONS

Terms and conditions marked with an asterisk (*) shall be included in any subcontract placed under this contract. "Metro" means the Los Angeles County Metropolitan Transportation Authority. "Contractor" means the person, firm or corporation supplying the Work under the Contract, and includes all of its employees, representatives, subcontractors, and suppliers. "Work" means goods, equipment and materials, and all productive and operative efforts and services provided to generate the results specified, indicated or implied in the Contract to complete the project described in the Statement of Work; may also refer to Work in progress. “Modification” means a written order from Metro’s Authorized Representative directing an amendment in the Work that is within the general scope of the Work described in the Statement of Work. Additional terms may be defined elsewhere in the Contract.

2.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an agent of Metro in the performance of the Contract, and represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the class of Work required for the Contract and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Contractor shall: (1) perform the Work in compliance with the terms of the Contract in accordance with its own methods and in accordance with professional standards or skill, care, and diligence adhered to by firms recognized for their expertise and knowledge in performing similar Work, and (2) be responsible for the professional quality, technical accuracy, completeness and coordination of the Work. Nothing contained in the Contract or any Subcontract awarded by Contractor shall create any contractual relationship between any Subcontractor and Metro. Metro reserves the right of prior approval of all subcontractors and may provide notice to Contractor to terminate any subcontractor for any reason, and Contractor shall terminate the subcontractor in accordance with the notice.

3.0 METRO AUTHORIZED REPRESENTATIVES

Metro or MTA means the Los Angeles County Metropolitan Transportation Authority (Metro), its predecessors, successors, or any successor in interest, or its Contracting Officer or other Metro Authorized Representative.

Metro’s Authorized Representatives shall be its Contracting Officer, or persons designated by the Contracting Officer in a written Notice to Contractor. The authority of such designated Authorized Representatives will be limited as expressly set forth in the Notice.

4.0 ACCEPTANCE BY METRO

Metro shall have a reasonable time (but not less than 30 days) after receipt to inspect the Work tendered by Contractor. Metro may in its sole discretion reject all or any portion of Work tendered for acceptance if any portion does not comply in every respect
with each and every term and condition of this Contract. If Metro elects to accept nonconforming Work, in addition to its other remedies, Metro may deduct a reasonable amount from the Contract Price to compensate Metro for the nonconformity. Any acceptance by Metro, even if unconditional, shall not be deemed a waiver or settlement of any defect in the Work. Until accepted by Metro as provided above, Contractor shall bear all risk of loss and damage, unless such loss or damage results solely from the active negligence of Metro. Notwithstanding any acceptance by Metro, Contractor shall not be relieved of any obligation hereunder, including its obligations to complete any portion of the Work, the non-completion of which was not disclosed to Metro (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and Contractor shall remain obligated under all those provisions of this Contract which expressly or by their nature extend beyond and survive final acceptance of the Work.

5.0 ASSIGNMENT

Contractor shall not assign any right or delegate any duty without the prior written consent of Metro.

6.0 EXTENSION OF TIME

Metro will grant Contractor an extension of time to perform the Work if the delay is caused by circumstances which are both beyond its control and not foreseeable, but in no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance or for failure to take reasonable precautions or actions to mitigate the delay.

7.0 WARRANTY

Contractor warrants that the Work shall (a) comply with each requirement of this Contract, (b) be of merchantable quality; (c) be fit for the particular needs and purposes of Metro as communicated to Contractor in the Statement of Work; and (d) not be restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Contractor shall correct all defects and nonconformities, be liable for all direct, indirect, consequential and other damages suffered by Metro and any other persons, and defend and indemnify Metro from any claim asserted by any person resulting in whole or in part from such breach.

8.0 TERMINATION

Metro may, by written Notice to Contractor, terminate this Contract in whole or in part at any time, either for Metro’s convenience or for default.

A. Default. If Contractor is in default of any provision of this Contract, Metro may terminate in whole or in part, and Contractor shall be liable for all damages arising out of the default. If in Metro’s reasonable judgment a default can be cured, prior to termination for default Metro may issue a Cure Notice to Contractor. If Contractor fails to cure the default within five (5) days, or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, Metro may terminate for default.
9.0 MODIFICATIONS

Metro may, direct changes in the Work by Modifications. If a Modification results in an increase or decrease in costs to be incurred or time needed to complete performance of this Contract, then Contractor shall submit a written proposed adjustment in the contract Price and/or schedule, and the parties shall make a fair and equitable adjustment.

10.0 RESOLUTION OF DISPUTES

The Parties shall use their best efforts to resolve disputes by negotiation or mutually agreed alternate dispute resolution (ADR) process such as mediation or arbitration. If the Parties are unable to resolve the dispute, it may be pursued by either party in the courts of Los Angeles County or in the Federal District Court for the Central District of California. All rights and remedies of Metro and Contractor shall be cumulative. Unless otherwise directed by Metro, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

11.0 INDEMNITY

Contractor shall indemnify, defend and hold harmless Metro, its officers, representatives and employees, from and against all liability, demands, claims, suits, losses and expenses whatsoever ("Liability"), including attorneys fees, whether direct or consequential, on account of (1) any loss, injury to or death of any person or persons or damage to any property (including without limitation all property owned by, leased to or used by either Contractor or Metro or both), or (2) any loss or damage to business or reputation or privacy of any person, arising in whole or in part from Contractor's performance hereunder, and regardless of whether such Liability results in whole or in part from the negligence or omission of Metro. Liability resulting solely from Metro’s gross negligence, or willful misconduct is excluded from this indemnity.

12.0 APPLICABLE LAW

This Contract and the performance hereunder shall be construed according to the law of California. Contractor shall at all times comply with all applicable laws, regulations and codes.

13.0 NO WAIVER

Failure or delay of Metro to enforce at any time any provision of the Contract shall not be construed as a waiver thereof. No waiver by Metro of any breach of any provision of the Contract shall constitute a waiver of any other breach of such provision.

14.0 RESERVED
15.0 INSURANCE (RESERVED)

16.0 PAYMENT TO SUBCONTRACTORS *

A. Applicability. This Article applies only if Contractor has employed Subcontractors.

B. Requirements

1. Payments - Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Subcontract no later than seven (7) days after its receipt of each Payment from Metro.

2. Release of Retention to Subcontractors - Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within seven (7) days after the Subcontractor’s Work is satisfactorily completed.

3. Delay in Payment – Contractor shall not delay payment beyond the seven (7) day time limit except for good cause.

C. Failure to Comply

If Metro determines that Contractor has failed to comply with this Article, Metro may give written notice to Contractor and Contractor’s Surety describing the default, that the default shall be cured, and if the default is not cured as provided the Article entitled TERMINATION FOR DEFAULT in the GENERAL CONDITIONS of this Contract, the Contract may be terminated for default as provided therein, or Metro may exercise any other remedy it has under the Contract or Law.

17.0 SAFETY AND LOSS PREVENTION *

This Article is to be construed in its broadest sense for the protection of persons and property by the Contractor and no action or omission by Metro, the Contracting Officer, any Authorized Representative or any other person shall relieve the Contractor of any of its obligations and duties hereunder.

A. Metro’s Safety Principles

1. Safety is a 24/7 priority
2. Safety is everyone’s responsibility
3. Accidents and injuries are preventable
4. Working safely is a condition of employment
5. Training is essential for good safety performance
6. Management is accountable for safety

B. Contractor Responsibilities

The Contractor is responsible for:

1. Complying with all applicable safety Laws
2. Enforcing Worksite safety practices; and

3. The discovery, determination and correction of any unsafe conditions related to the Contractor’s performance of the Work or Goods supplied by the Contractor on Metro property.

4. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro.

C. Safety Practices

1. The Contractor shall inform its personnel of Metro safety practices and the requirements of Metro’s safety program identified in Metro Safety Manual For Other Than Major Construction.

2. If any of the Contractor’s personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro.

18.0 ENGLISH REQUIREMENTS *

At all times, all Contractor personnel on site must have sufficient knowledge of the English language to comprehend safety related directions and requirements. At all times the Contractor shall have a lead representative on site who has sufficient comprehension of the English language to read, write, speak and understand all job related directions and discussions.

19.0 RIGHTS IN TECHNICAL DATA, PATENTS AND COPYRIGHTS* 

A. All documents and materials prepared or developed by the Contractor and its Subcontractors pursuant to the Contract shall become the property of Metro, including all intellectual property and other proprietary rights, without restriction or limitation on their use and shall be made available upon request, to Metro at any time. Original copies of such shall be delivered to Metro upon completion of the Work or termination of the Work. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication and further use of this material is subject to the written approval of Metro.

B. Metro shall have the right to use, duplicate, modify or disclose all documents and materials and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the Article entitled PUBLIC RECORDS ACT herein.

C. To the extent Contractor incorporates documents and materials where the copyrights and other intellectual property rights to such documents and materials belong to third parties, the Contractor shall secure and grant to Metro and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, perform, translate, reproduce, deliver, create derivative works of, and
otherwise use as they deem fit. No such materials shall be included in documents and materials prepared or developed by Contractor and its Subcontractors hereunder without the written permission of the copyright owner for Metro to use such in the manner herein described.

D. The Contractor warrants that the Work and Goods shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against Metro, the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by Metro, and indemnify and hold harmless Metro, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, but not limited to, defense costs and attorneys’ fees.

When use of these Goods and/or processes is judged to be an infringement and such use is banned, the Contractor, at its own expense, shall, with the concurrence of Metro, do one of the following:

1. Secure for Metro the right to continue using said Goods and/or processes, by suspension of the injunction or by procuring a license(s);

2. Replace said Goods and/or processes, with non-infringing Goods and/or processes;

3. Modify said Goods and/or processes, so that they become non-infringing; or

4. Remove said Goods and/or processes, and refund the sum paid therefor without prejudice to any other rights of Metro.

20.0 COVENANT AGAINST CONTINGENT FEES*

A. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the Contractor by law, Metro may deduct from the TCP or consideration, or otherwise recover, the full amount of the contingent fee.

B. "Bona fide agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain Metro contract(s) nor holds itself out as being able to obtain any Metro contract(s) through improper influence.

C. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor’s supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain Metro contract(s) nor holds itself out as being able to obtain any Metro contract(s) through improper influence.
D. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a Metro contract.

E. "Improper influence," as used in this Article, means any influence that induces or tends to induce a Metro employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a Metro Contract on any basis other than the merits of the matter.

End of General Conditions (EZ Form of Services)
REQUIRED CERTIFICATIONS
ETHICS DECLARATION

A. The following questions in Section D below are designed to ensure contractors, subcontractors and Metro, including its employees and Board of Directors, are able to comply with their obligations to avoid conflicts of interest issues. Your company, including all subsidiaries, affiliates, and “related business entities”, as that term is defined in California Code of Regulations 18438.5(b)(2), (collectively, “Declarant Company”) should make or cause to be made a reasonably diligent investigation prior to responding to the questions in Section D to ensure the responses are correct and a person legally authorized to act for or on behalf of the Declarant Company (“Authorized Representative”) signs below where indicated.

The Authorized Representative is responding on behalf of Declarant Company that Declarant Company has been designated to perform the work requested in the solicitation.

An affirmative response to any of the questions in Section D will not automatically cause Declarant Company to be disqualified. However, failure to answer the questions in good faith or providing material false answers may subject Declarant Company to consequences up to and including disqualification of its Bid/Proposal.

For questions related to this Ethics Declaration, please contact the Contract Administrator assigned to this procurement.

B. State the name(s) of your company, and all parent, subsidiaries, affiliates, and “related business entities”, comprising the Declarant Company. If none, circle “none” under each category below:

Name of parent: (none)
Name of subsidiaries (use additional sheet if necessary): (none)
Name of affiliates (use additional sheet if necessary) (none)
Name of “related business entities” (use additional sheet if necessary) (none)

C. For purposes of this Ethics Declaration, the term “Employee(s)” shall be defined as employees, officers, shareholders, partners, owners, or directors of Declarant Company.

D. Please answer the following questions:

<table>
<thead>
<tr>
<th>Questions</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. In the past 12 months, has any Employee been a Metro Board member or Metro employee?</td>
<td></td>
</tr>
<tr>
<td>2. Is any Employee related to a Metro Board member or Metro employee?</td>
<td></td>
</tr>
<tr>
<td>3. Is any Employee presently a Metro Board member or Metro employee?</td>
<td></td>
</tr>
<tr>
<td>4. Do any Metro Board members or Metro employees own any stock in Declarant Company?</td>
<td></td>
</tr>
<tr>
<td>5. In the past 12 months, has any Employee given any gifts to a Metro Board member or Metro employee?</td>
<td></td>
</tr>
<tr>
<td>Questions</td>
<td>Yes/No</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>6. In the past 4 years, has any Employee or family member of any Employee, made any campaign contributions to any present Metro Board member or Metro employee?</td>
<td></td>
</tr>
<tr>
<td>7. Does Declarant Company now employ as a lobbyist, or intend to employee as a lobbyist, any former Metro Board Member or any person employed by Metro in the past 12 months?</td>
<td></td>
</tr>
<tr>
<td>8. Did any Employee receive, or have access to, any confidential information concerning this Contract?</td>
<td></td>
</tr>
<tr>
<td>9. Did any Employee perform work within the last 3 years relating to the Project or the Services contemplated to be performed under this Contract, including (a) the development of the Statement of Work/Statement of Services or any specifications, or (b) any involvement with earlier phases of the Project or Services to be provided under this Contract?</td>
<td></td>
</tr>
<tr>
<td>10. If you answered “yes” to any question 1 through 9 above, provide, on a separate sheet, a detailed explanation of the facts and circumstances that give rise to the “yes” answer. This explanation shall contain all relevant facts and information. This explanation shall, include names, dates, facts, amounts, and other and anything else necessary for a thorough response. Each explanation shall identify which of the 9 questions it is responding to and a separate explanation for each “yes” response is required.</td>
<td>No. of Pages Attached</td>
</tr>
</tbody>
</table>

E. By signing this Ethics Declaration, Declarant Company attests that: (1) It has read, understands, and shall abide by Metro’s Code of Conduct for Contractors at all times during its relationship with Metro, (2) Declarant Company’s consultants and subcontractors retained by Declarant Company (if any) to perform any work/services under the Contract have or will promptly upon Declarant Company’s hiring of those persons, read and abide by Metro Code of Conduct for Contractors, (3) Declarant Company has read and will continually remain in compliance with Metro’s Lobby Ordinance.

F. DECLARATION:

I, ____________________________________________(name of Authorized Representative), on behalf of _____________________________________________ (name of Bidder/Proposer/Declarant Company), at which I am employed as ___________________________ (your title), declare that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached sheet(s), if any, in response to question 10, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing material false answers may subject Declarant Company to consequences up to and including disqualification of its Bid/Proposal.  

_________________________________________  _______________________________________  
Signature                                                                 Date
GENERAL CERTIFICATIONS

The Bidder/Proposer shall respond either "Yes" or "No" to each of the following where indicated. If the Bidder/Proposer's response is "No", a full explanation shall be provided in the space following the last item.

1.0 CERTIFICATE OF NONDISCRIMINATION

The Bidder/Proposer hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Bidder/Proposer and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act Gov. Code § 12900 and the applicable regulations promulgated thereunder. The Bidder/Proposer agrees specifically to adhere to the following:

A. Establish and observe employment policies that actively promote opportunities for minority persons and women at all job levels.

B. Communicate this policy to all company employees, outside recruiting services, especially those serving minority communities and women, and minority communities and women at large.

C. State in all solicitations or advertisements for employees that the Bidder/Proposer will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition).

2.0 AFFIRMATIVE ACTION

The Bidder/Proposer certifies that it and those Subcontractors with subcontracts in excess of ten thousand dollars ($10,000) are maintaining Affirmative Action Programs consistent with those required under Federal Executive Order 11246. The detailed requirements are set forth in the Contract Compliance Manual.
3.0 FRAUDULENT USE OF DBE FRONTS

Only certified Disadvantaged Business Enterprises are eligible to participate in Metro contracts as DBEs. The Bidder/Proposer certifies that it has not knowingly and willfully used “fronts” as defined in section 100.6 of Metro’s Contract Compliance Manual (Federal) to meet the DBE goal established for this contract. The use of “fronts” and “pass through” Subcontracts to non-disadvantaged firms may constitute a criminal violation.

4.0 WHISTLEBLOWER REQUIREMENTS

The Bidder/Proposer certifies that it will take no action, or adopt any rule, regulation or policy which is contrary to the provisions set forth in California Labor Code § 1101.

A full explanation of all "No" answers shall be provided below.

Bidder/Proposer hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1-4 are true and correct.

Executed on __________, 20___, at __________, __________.

(Date) (City) (State)

Typewritten or Printed Name __________________________ Signature of Authorized Official __________________________ Title __________________________

1 Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the Metro Small Business Diversity and Labor Compliance Office, at (213) 922-6000; the Metro Inspector General Office at (213) 344-7300 or the toll free hotline number (800) 221-1142; or to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline number (800) 424-9071; or to the following field office: 201 Mission Street, Suite 2210; San Francisco, CA 94105-1926; (415) 744-3133.
CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655,
PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS

Bidder/Proposer hereby certifies that:

A. Anti-drug Use and Alcohol Misuse Program

(Choose one Alternative with “X” in the box)

1. □ Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

   OR

2. □ Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

B. Drug and Alcohol Testing Program

(Choose one alternative with “X” in the box)

1. □ To the best of my knowledge and belief the Work required under the Contract will not require the performance of “Safety Sensitive Functions” as defined in 49 CFR Part 655.

   OR

2. □ To the best of my knowledge and belief the Work required under the Contract will require the performance of “Safety Sensitive Functions” as defined in 49 CFR Part 655.

   (If Alternative 2 was chosen, select one of the following alternatives with an “X” in the box)
   a. □ Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

   OR

   b. □ Bidder/Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.
C. Submittals

Bidder/Proposer will submit its Anti-drug Use and Alcohol Misuse Program, and, if B.2 was marked above, its Drug and Alcohol Testing Program, to Metro for review and approval prior to contract award.

Bidder/Proposer: ________________________________________________

Authorized Representative: _______________________________________

Signature of Authorized Representative: _____________________________

Title: ____________________________________________________________

Date: ___________________________________________________________________
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

__________________________________________ (Name) deposes and says that he or she is __________________________________________ (Title) of __________________________________________ (Company Name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereo to, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on ___________________, 20___, at ___________________, ___________________.

(Date) (City) (State)

Typewritten or Printed Name ___________________ Signature of Authorized Official ___________________ Title ___________________
Amendment # 5  
Contract No. W2676  
South Bay Cities Council of Governments (SBCCOG)

Scope of Work

Description:

Through this amendment, West Basin Municipal Water District (West Basin) is adding additional Scope of Work items and budget to the current Conservation Partnership Agreement No. W2676.

West Basin is modifying the current Cash for Kitchens Task 3, and adding a new project task for a program called, Disadvantaged Communities (DAC) Water-Energy Savings Program, along with additional budget.

Cash for Kitchens

The Cash for Kitchens Program has evolved over time and in order to have consistency and full district coverage, West Basin is in the process of hiring an experienced water-energy vendor to conduct the kitchen surveys throughout all of West Basin’s service area. West Basin staff has met with the SBCCOG staff on several occasions to discuss the changes to this program.

Instead of conducting surveys, the SBCCOG will instead promote the program, coordinate with the new vendor, assist customers through the rebate process, and implement the other tasks shown below under Modified Task 3.

SBCCOG Project Tasks

Cash for Kitchens – Current Task 3
  • The current task budget is $40,950
  • The current task is for the SBCCOG to conduct 75 kitchen surveys

Cash for Kitchens – Modified Task 3
  • Keep the current budget the same at $40,950
  • Distribute small devices to 86 prior survey sites
  • Photo Management for small device agreements (ensure installation)
  • Post Inspection of 8 sites for grant
  • Marketing
    o Distribute flyers/materials at outreach events and other channels
    o Connect leads to new consultants for survey
    o Coordinate marketing efforts with city departments and representatives
  • Rebate Assistance / Processing
    o Customer service to process all 55 large device rebates available
    o Provide device recommendations to eligible customers
    o Call possible site visits to confirm needs (i.e., lbs. of ice for ice machines and number compartments for food steamers)
    o Receive all necessary documentation to process rebate with no issues (copy of water bill, receipt, and any signatures needed)
    o Confirm large device installation for all sites
The current task hours are 525 hours at $78 per hour for a total of $40,950, this amount will remain the same.

Disadvantaged Communities (DAC) Water-Energy Savings Program

In 2017, West Basin received a grant from the Department of Water Resources (DWR) for a water-energy savings program. West Basin is currently in the process of hiring a consultant who will assist West Basin with conducting 500 indoor residential energy-water surveys, distributing 500 indoor kits and promoting 714 high-efficiency clothes washer rebates.

Through this amendment, West Basin will add the following scope and budget to obtain support from the SBCCOG for this project.

SBCCOG Project Tasks

Program Administration

- Monthly tracking list / invoice
- Take initial customer calls and develop an interest list
- Provide list to consultant to schedule indoor residential surveys
- Database all the completed surveys forms
- Conduct water-energy savings comparison between old and new devices

Marketing/Outreach

- Identify local non-profit and community groups and present program and coordinate with new consultant
- Distribute flyers/materials
- Connect leads to new consultant for surveys
- Promote program to the SBCCOG Steering Committee and sub-committees and to other elected officials
- Assist West Basin with providing residents with an additional 200 indoor conservation kits.

Rebate Assistance / Photo Management

- Provide customer service and assist residents with applying for washer rebate
- Photo Verification / Management – Request, obtain and record device installations photos from residents for all installed devices

Budget: West Basin will add $39,000 (500 hours at $78 per hour) of DWR grant funding to the current Scope of Work amount of $168,980, for a total amount of $207,980. This will be amendment # 5 to the original contract # W2676, bringing the new total amount to $687,209.

Conclusion

In conclusion, West Basin has a great partnership with the SBCCOG and the SBCCOG does a great job in promoting and providing customer / administrative support for West Basin’s programs.

West Basin looks forward to working together with the SBCCOG staff and the new vendors in order to successfully implement all the projects.
<table>
<thead>
<tr>
<th>Monthly Meetings</th>
<th>Cities that attended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Carson</td>
</tr>
<tr>
<td>City Managers Meeting</td>
<td>S. Landers</td>
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<tr>
<td>GIS</td>
<td>J. Martin</td>
</tr>
<tr>
<td>Parks and Rec</td>
<td>S. Santin, N. Sweeney</td>
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</tbody>
</table>
YOU’RE INVITED
South Bay Association of Chambers of Commerce
South Bay Cities Council of Governments
Los Angeles County Division, League of California Cities
presents the

6th Annual South Bay Legislative Meet & Greet

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

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

Sponsored by:

Event RSVPs can be registered at:
www.sbacc.com/calendar_of_events or
via email to jkiernan@cacities.org

SOUTH BAY ASSOCIATION OF
CHAMBERS OF COMMERCE
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
Los Angeles County Division, League of California Cities
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<tr>
<th>ACCOUNT CODE</th>
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<th>YTD AS OF 11/30/19</th>
<th>BALANCE AMOUNT</th>
<th>PERCENT BALANCE</th>
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</tr>
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<td>SBWIB Broadband Income</td>
<td>11,044</td>
<td>-</td>
<td>11,044</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>PUC SCE/SCG Contract</td>
<td>189,479</td>
<td>66,202</td>
<td>123,277</td>
<td>65.06%</td>
<td></td>
</tr>
<tr>
<td>SCG-DWP Outreach</td>
<td>40,000</td>
<td>10,000</td>
<td>30,000</td>
<td>75.00%</td>
<td></td>
</tr>
<tr>
<td>SCG-Strategic Plan Income</td>
<td>-</td>
<td>2,015</td>
<td>(2,015)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>SCE-Strategic Plan Income</td>
<td>-</td>
<td>8,058</td>
<td>(8,058)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>WBMWD Contract</td>
<td>168,980</td>
<td>49,439</td>
<td>119,541</td>
<td>70.74%</td>
<td></td>
</tr>
<tr>
<td>Sanitation District</td>
<td>49,000</td>
<td>12,250</td>
<td>36,750</td>
<td>75.00%</td>
<td></td>
</tr>
<tr>
<td>Torrance Water</td>
<td>29,000</td>
<td>7,250</td>
<td>21,750</td>
<td>75.00%</td>
<td></td>
</tr>
<tr>
<td>CalTrans LTN</td>
<td>231,184</td>
<td>-</td>
<td>231,184</td>
<td>100.00%</td>
<td>no billing to date</td>
</tr>
<tr>
<td>Metro Vanpool</td>
<td>50,000</td>
<td>-</td>
<td>50,000</td>
<td>100.00%</td>
<td>no billing to date</td>
</tr>
<tr>
<td>Metro Express Lane</td>
<td>48,000</td>
<td>4,000</td>
<td>44,000</td>
<td>91.67%</td>
<td>new contract not yet in place</td>
</tr>
<tr>
<td>Measure R</td>
<td>120,000</td>
<td>-</td>
<td>120,000</td>
<td>100.00%</td>
<td>no billing to date</td>
</tr>
<tr>
<td>PACE (HERO, Ygrene)</td>
<td>3,320</td>
<td>125</td>
<td>3,195</td>
<td>96.23%</td>
<td>PACE program has slowed down</td>
</tr>
<tr>
<td>Integrated Pest Management</td>
<td>6,000</td>
<td>-</td>
<td>6,000</td>
<td>100.00%</td>
<td>no billing to date</td>
</tr>
<tr>
<td>SOLSmart</td>
<td>1,071</td>
<td>950</td>
<td>121</td>
<td>11.30%</td>
<td></td>
</tr>
<tr>
<td>Energy Efficiency</td>
<td>32,071</td>
<td>28,108</td>
<td>3,963</td>
<td>12.36%</td>
<td></td>
</tr>
<tr>
<td>Homeless (PATH)</td>
<td>25,000</td>
<td>5,736</td>
<td>19,264</td>
<td>77.06%</td>
<td></td>
</tr>
<tr>
<td>Homeless - LA County</td>
<td>79,347</td>
<td>31,560</td>
<td>47,787</td>
<td>60.23%</td>
<td></td>
</tr>
<tr>
<td>Water Replenishment District</td>
<td>50,000</td>
<td>13,000</td>
<td>37,000</td>
<td>74.00%</td>
<td></td>
</tr>
<tr>
<td>Measure M</td>
<td>147,800</td>
<td>-</td>
<td>147,800</td>
<td>100.00%</td>
<td>no billing to date for 2019</td>
</tr>
<tr>
<td>Broadcast M</td>
<td>-</td>
<td>818,212</td>
<td>(818,212)</td>
<td>-</td>
<td>new funding after budget adoption</td>
</tr>
<tr>
<td><strong>Sub-total Grant Revenues</strong></td>
<td><strong>1,301,296</strong></td>
<td><strong>1,073,533</strong></td>
<td><strong>227,763</strong></td>
<td><strong>17.50%</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Estimated Revenues</strong></td>
<td><strong>1,951,485</strong></td>
<td><strong>1,525,955</strong></td>
<td><strong>425,530</strong></td>
<td><strong>21.81%</strong></td>
<td></td>
</tr>
</tbody>
</table>
## SBCCOG

**BUDGET TO ACTUAL COMPARISON**

**AS OF 11/30/19**

<table>
<thead>
<tr>
<th>ACCOUNT CODE</th>
<th>ADOPTED BUDGET FY 19-20</th>
<th>YTD AS OF 11/30/19</th>
<th>BALANCE AMOUNT</th>
<th>PERCENT BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXPENDITURE CATEGORY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries/Regular</td>
<td>6010</td>
<td>$552,000</td>
<td>127,636</td>
<td>$424,364</td>
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<tr>
<td>Salaries/Part-Time</td>
<td>6030</td>
<td>5,520</td>
<td>-</td>
<td>5,520</td>
</tr>
<tr>
<td>Overtime</td>
<td>6011</td>
<td>1,400</td>
<td>-</td>
<td>1,400</td>
</tr>
<tr>
<td>Medical/Deferred Comp</td>
<td>6012</td>
<td>67,200</td>
<td>17,150</td>
<td>50,050</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>6013</td>
<td>34,566</td>
<td>8,128</td>
<td>26,438</td>
</tr>
<tr>
<td>Social Security</td>
<td>6014</td>
<td>8,084</td>
<td>1,900</td>
<td>6,184</td>
</tr>
<tr>
<td>Medicare</td>
<td>6015</td>
<td>6012</td>
<td>67,200</td>
<td>17,150</td>
</tr>
<tr>
<td>FUTA</td>
<td>6016</td>
<td>3,069</td>
<td>55</td>
<td>3,014</td>
</tr>
<tr>
<td>California SUI-ER</td>
<td>6017</td>
<td>2,640</td>
<td>660</td>
<td>1,980</td>
</tr>
<tr>
<td>Overtime</td>
<td>6018</td>
<td>1,400</td>
<td>-</td>
<td>1,400</td>
</tr>
<tr>
<td>Employee Reimbursable Expense</td>
<td>6019</td>
<td>2,500</td>
<td>-</td>
<td>2,500</td>
</tr>
<tr>
<td>Sub-total Salaries &amp; Benefits</td>
<td></td>
<td>$689,284</td>
<td>$157,320</td>
<td>$531,964</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>6201</td>
<td>12,599</td>
<td>776</td>
<td>11,823</td>
</tr>
<tr>
<td>Postage</td>
<td>6202</td>
<td>1,200</td>
<td>481</td>
<td>719</td>
</tr>
<tr>
<td>Refreshments</td>
<td>6203</td>
<td>25,597</td>
<td>2,370</td>
<td>23,227</td>
</tr>
<tr>
<td>Mileage Reimbursement</td>
<td>6205</td>
<td>4,649</td>
<td>1,585</td>
<td>3,064</td>
</tr>
<tr>
<td>Mileage Reimbursement</td>
<td>6206</td>
<td>1,114</td>
<td>487</td>
<td>627</td>
</tr>
<tr>
<td>Mileage Reimbursement</td>
<td>6207</td>
<td>3,069</td>
<td>55</td>
<td>3,014</td>
</tr>
<tr>
<td>Mileage Reimbursement</td>
<td>6208</td>
<td>2,640</td>
<td>660</td>
<td>1,980</td>
</tr>
<tr>
<td>Audit Fees</td>
<td>6209</td>
<td>5,000</td>
<td>-</td>
<td>5,000</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>6210</td>
<td>554,552</td>
<td>953,271</td>
<td>(398,719)</td>
</tr>
<tr>
<td>Professional Services</td>
<td>6211</td>
<td>420,000</td>
<td>173,000</td>
<td>247,000</td>
</tr>
<tr>
<td>Rent</td>
<td>6212</td>
<td>153,336</td>
<td>74,369</td>
<td>78,967</td>
</tr>
<tr>
<td>Equipment Lease</td>
<td>6213</td>
<td>11,885</td>
<td>3,811</td>
<td>7,918</td>
</tr>
<tr>
<td>Telephone</td>
<td>6214</td>
<td>8,610</td>
<td>692</td>
<td>7,918</td>
</tr>
<tr>
<td>IT Services/Maintenance</td>
<td>6215</td>
<td>63,129</td>
<td>38,690</td>
<td>24,439</td>
</tr>
<tr>
<td>Software/Hardware</td>
<td>6216</td>
<td>8,777</td>
<td>361</td>
<td>8,416</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>6217</td>
<td>2,400</td>
<td>-</td>
<td>2,400</td>
</tr>
<tr>
<td>Subscription/Advertising</td>
<td>6218</td>
<td>1,000</td>
<td>20</td>
<td>980</td>
</tr>
<tr>
<td>Miscellaneous Supplies/HLE</td>
<td>6219</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Specialty Legal Services</td>
<td>6220</td>
<td>5,000</td>
<td>-</td>
<td>5,000</td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td>6225</td>
<td>1,000</td>
<td>120</td>
<td>880</td>
</tr>
<tr>
<td><strong>Sub-Total Supplies &amp; Services</strong></td>
<td></td>
<td>$1,340,512</td>
<td>$1,258,181</td>
<td>$82,331</td>
</tr>
<tr>
<td><strong>Moving Expenses (one-time)</strong></td>
<td>6221</td>
<td>100,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Operating Expenditures</strong></td>
<td></td>
<td>$2,129,797</td>
<td>$1,415,501</td>
<td>$614,296</td>
</tr>
<tr>
<td>Provide for Reserve</td>
<td></td>
<td>20,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td><strong>$2,149,797</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
South Bay Cities Council of Governments

December 9, 2019

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director

SUBJECT: Office Move Update

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

BACKGROUND
Preparations for the move to Park Del Amo at 2355 Crenshaw Boulevard in Torrance (corner of Crenshaw and Sepulveda Boulevards) continue. SBCCOG staff is doing a fantastic job coordinating, meeting deadlines, and working together - all while continuing to do their regular work. The following are updates:

- **Lease Agreement** – The lease agreement was fully executed by the Landlord on September 5, 2019. After the October approval to add additional space, staff worked with the SBCCOG’s leasing agent to execute an amendment to the lease. At that time it was brought to staff’s attention that the building was changing hands and is currently in escrow. Due to disagreements between the current owner and new owner over who would pay for buildout of the space, neither owner wanted to move forward with the amendment at this time. Upon completion of the building sale transaction, the additional space will be revisited with the new owner.

- **Construction at Park Del Amo** – Staff continues to be in contact with the new landlord regarding the status of the construction. At this time, it appears to be on schedule for move in mid to late February.

- **Vacating Current Space** – Staff completed the move out of the Maritz space on 11/26/19. Network cabling and monument signage at the street will be removed the first week of December. A final walkthrough with Maritz is being scheduled for the first week of December.

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

- **Office Furniture** – Office furniture, which will be used for the new space, has been placed into storage. This furniture is a combination of items that are SBCCOG owned and those donated by Maritz. Staff will finalize items to purchase in December and will coordinate delivery with the completion of the new office.

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

South Bay Fiber Network (SBFN) – SBCCOG staff continues to work with the fiber contractor and the landlord to connect the new office to the SBFN.

ESTIMATED CALENDAR – projected key dates

- Dec. 2-6: Construction plans comments or Construction permit issued by Torrance
- Dec. 2-6: Final walkthrough of Maritz space
- Dec. 9-13: Landlord selects general contractor and completes contracts
- Dec. 16-20: Office construction starts
- Jan. 1-15: Office furniture purchased
- Jan. 31/first of Feb.: Office construction completed
- Feb mid.: Move in office furniture
- Feb. end: First workday in new office

BUDGET

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

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Estimate</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Deposit – Park Del Amo</td>
<td>$13,362.39</td>
<td>$13,362.39</td>
</tr>
<tr>
<td>I.T.</td>
<td>$24,754.00 (includes additional Xerox costs)</td>
<td></td>
</tr>
<tr>
<td>Moving Costs</td>
<td>$11,000.00 (not to exceed)</td>
<td>$2,116.87 (Deposit on total move)</td>
</tr>
<tr>
<td>Signage Removal at Maritz Building</td>
<td>$410</td>
<td></td>
</tr>
<tr>
<td>New office furniture (estimate)</td>
<td>$25,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>$74,116.39</strong></td>
<td><strong>$15,479.26</strong></td>
</tr>
<tr>
<td><strong>TOTAL BUDGET</strong></td>
<td><strong>$100,000.00</strong></td>
<td><strong>$100,000.00</strong></td>
</tr>
<tr>
<td><strong>BUDGET REMAINING</strong></td>
<td><strong>$25,883.61</strong></td>
<td><strong>$84,520.74</strong></td>
</tr>
</tbody>
</table>

Other items to be included in the budget:

- Additional construction upgrades – Park Del Amo (such as sound insulation, additional cabinetry in Board room, etc.) TBD

RECOMMENDATION

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

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

December 9, 2019

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – November 2019

Adherence to Strategic Plan:

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

Climate Adaptation

In November, a meeting was held with city staff to introduce the next phase of the adaptation work which includes development of city-specific climate adaptation strategies. The meeting was attended by representatives from eight cities which are moving forward with the project. The SBCCOG is scheduling separate individual meetings with each city to develop adaptation strategies which respond to their climate vulnerabilities. These meetings will start in January.

Energy

Energy Efficiency Partnership Program – Southern California Gas Company (SCG)

2019 Goal: 10,000 therms 2019 Status: 0 therms installed GOAL: 0%

Several direct install projects are underway and will be completed in the next few weeks. SBCCOG staff and the energy engineer are working with SoCalGas to finalize these project savings. SBCCOG staff is working with Inglewood School District to schedule a meeting with SoCalGas and the installer for the Gas Direct Install program. It is anticipated that goals will be exceeded based on this list.

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

Total Therms Identified

| 115 |


Energy Efficiency Partnership Program – Southern California Edison (SCE)
2019 Energy Saving Goal: 1,459,446 kWh 2019 Status: 228,755 kWh % of GOAL: 16%
2019 Demand Reduction Goal: 256 kW 2019 Status: 24 kW % GOAL: 9%

Staff continues to facilitate the park lighting projects as well as assist cities in completing streetlight projects. The SBCCOG also continues to work with the Regional Energy Network to execute a contract for the SBCCOG to continue to coordinate municipal energy efficiency projects. The current project pipeline along with the city Energy Leader Partnership (ELP) tier levels are listed below. The SBCCOG staff continues to work to identify other funding options to support program efforts.

<table>
<thead>
<tr>
<th>City</th>
<th>Current ELP Tier Level</th>
<th>Energy Efficiency Measures (EEMs)</th>
<th>Estimated Completion Date</th>
<th>Estimated kWh savings</th>
<th>Estimated Incentive ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carson</td>
<td>Platinum</td>
<td>LED Streetlights</td>
<td>Q4/19</td>
<td>588,596</td>
<td>$234,752</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LED Sports Lighters</td>
<td>Q4/19</td>
<td>733,452</td>
<td>$124,687</td>
</tr>
<tr>
<td>El Segundo</td>
<td>Gold</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>184,396</td>
<td>$31,347</td>
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<tr>
<td></td>
<td></td>
<td>Exterior &amp; Interior Lighting</td>
<td>Q4/19</td>
<td>78,125</td>
<td>$13,281</td>
</tr>
<tr>
<td>Gardena</td>
<td>Gold</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>194,254</td>
<td>$38,851</td>
</tr>
<tr>
<td>Hawthorne</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>29,574</td>
<td>$5,915</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>238,000</td>
<td>$63,645</td>
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<tr>
<td></td>
<td></td>
<td>Chiller VFD/HVAC Controls</td>
<td>Q4/19</td>
<td>477,067</td>
<td>$81,101</td>
</tr>
<tr>
<td>Manhattan Beach</td>
<td>Platinum</td>
<td>LED Sports Lighters</td>
<td>Q4/19</td>
<td>305,597</td>
<td>$61,119</td>
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<tr>
<td></td>
<td></td>
<td>Streetlights (LS-1 to LS-2 conversion)</td>
<td>Q4/19</td>
<td>517,922</td>
<td>$103,584</td>
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<tr>
<td></td>
<td></td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>33,739</td>
<td>$7,240</td>
</tr>
<tr>
<td>Palos Verdes Estates</td>
<td>Platinum</td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>557,976</td>
<td>$240,992</td>
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<td></td>
<td></td>
<td>LED LS-1 to LS-2 Conversion</td>
<td>Q4/19</td>
<td>381,513</td>
<td>$64,857</td>
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<tr>
<td>Rancho Palos Verdes</td>
<td>Platinum</td>
<td>Exterior LED Lighting</td>
<td>Q4/19</td>
<td>42,311</td>
<td>$7,193</td>
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<tr>
<td></td>
<td></td>
<td>LED Lighting</td>
<td>Q4/19</td>
<td>9,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>Gold</td>
<td>Exterior LED Lighting</td>
<td>Q2/20</td>
<td>841,894</td>
<td>$143,122</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interior LED Lighting</td>
<td>Q2/20</td>
<td>837,954</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>VFD &amp; Pump Motor</td>
<td>Q4/19</td>
<td>172,003</td>
<td>$29,240</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interior LED Lighting</td>
<td>Q4/19</td>
<td>16,741</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,240,114</td>
<td>$1,250,926</td>
</tr>
</tbody>
</table>

SCE/SCG Strategic Plan Funding: Staff along with the energy engineer continue to work on city benchmarking reports. A meeting is being scheduled with Torrance. The final report will be completed in December.

YGRENE – PACE: Proceeds from Ygrene for 2019 Q3 = $124.88. Total since the program start in 2015 = $8,806.50. Payment for 2019 Q4 is expected in Feb 2020 and will be reported out in March 2020.

HERO – PACE: SBCCOG continues to promote PACE financing for homeowners. Beginning this quarter, Western Riverside COG will no longer provide monthly HERO reports, but will instead issue quarterly reports. Proceeds from HERO for 2019 Q2 = $378.16. Proceeds for 2019 Q3 will be reported out in December. Total since program start in 2014 = $30,581.78.
CA Green Business Network (CAGBN) & South Bay Green Business Assist Program (GBAP):  
(Contract period August 1, 2019 – March 2020)  
  Contract goals - City of Hawthorne: 20 certified green businesses; Status of goals: 14 certified businesses  
  Contract goals - City of Torrance: 15 certified green businesses; Status of goals: 7 certified businesses

CAGBN – SBCCOG staff continues to assist CAGBN cities of Hawthorne and Torrance with certifying businesses and continues to conduct outreach. During the month of November, SBCCOG staff conducted 5 assessments for businesses in Hawthorne and 1 in Torrance. Appointments have been confirmed for 2 additional business assessments before the end November.

As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (52), Lawndale (26), Hawthorne (38), Redondo Beach (16), El Segundo (15), Gardena (15), Carson (12), Inglewood (10), Manhattan Beach (8), Palos Verdes Estates (7), Rancho Palos Verdes (7), Hermosa Beach (5), Rolling Hills Estates (4), Lomita (3), Lennox (2), and Los Angeles County – Community of Westmont (1) for a total of 220 businesses in the program as of the end of November 2019.

**Water Conservation**

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

**Task 1. Educational Outreach Support**

*Exhibit Events*

*Contract goal:* 100 exhibit events, presentations, workshops, networking opportunities, etc.  
*Status of goal:* 59 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of November

*Water Bottle Filling Station Program*

*Contract goal:* To assist with identifying locations for stations.  
*Status:* Public sites are eligible to install two (2) water bottle filling stations for the same Tax ID #

SBCCOG continues to reach out to potential sites.

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

*Educational Classes*

*Contract goal:* minimum of 5 and a maximum of 10  
*Status of goal:* 4 completed; an additional 5 classes are in the planning stages, and will begin in March 2020

*Rain Barrel Giveaway*

*Contract goal:* 5  
*Status of goal:* 1 completed, with 330 rain barrels distributed; 1 scheduled in January and 1 scheduled in February

**Task 3. Cash for Kitchens**

*Contract goal:* target 73 commercial kitchens.  
*Status of goal:* 1 water survey completed; One survey was conducted in the month of July.

No surveys were conducted in November due to West Basin revising this task. A meeting is being scheduled in January to coordinate implementation with the newly selected device installer.
**Task 4. IRWMP & Measure W Assistance**

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

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

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

**Task 1: Support for educational classes - California Friendly Landscape Training (CFLT) or Turf Removal (TR)**

*Class and community events* (*This goal is dependent upon Torrance establishing classes.)*

*Contract goal:* as requested

*Status of goal:* 4 completed; 1 scheduled in December

A rain barrel event was held on November 2\textsuperscript{nd}, with 600 rain barrels distributed

**Task 2: Cash for Kitchens**

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

*Status of goal:* 1 water survey completed; 2 follow-up site visits completed

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

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

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

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

*Status of goal:* 59 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of November

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

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

*Status of goal:* 1 has been completed

SBCCOG staff continues to reach out to community organizations to schedule presentations.

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

**Contract goals:**

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

*Status of goal:* 6 water surveys completed. – GOAL MET

The contract is moving through approvals for the 2020 contract year.

**Transportation**

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

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

*Status of goals:* 45 outreach events; 3 vanpool or rideshare meetings; 1 Survey Engagement

The SBCCOG followed-up on the City of Torrance’s Rideshare event as well as the City of Carson’s Rideshare and Vanpool event. Work continued to design survey instruments and create communications strategies to
support the Shared Mobility Outreach efforts. Metro Shared Mobility materials were distributed at 4 SBCCOG Outreach events. SBCCOG reached out to Metro staff for a formal briefing to be held in early December.


In November, SBCCOG received a draft of the new MEL Contract: $48,000 per year; renewable by Metro for 2 additional years. The contract was reviewed by SBCCOG legal Counsel and awaits approval in December.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Workshops, Trainings, & Exchanges

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

<table>
<thead>
<tr>
<th>Event Date</th>
<th>Event Name</th>
<th>No. Attended/No. of RSVPs</th>
<th>Marketing Info. (how did they hear about the Workshop)</th>
<th>Staff Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2/19</td>
<td>Rain Barrel Distribution – Torrance (600 rain barrels distributed)</td>
<td>300/339</td>
<td>Email: 221, Flyer: 13, Friend or Family: 54, Local Publication: 10, Social Media: 23, Website: 10, Other: 8</td>
<td>CW, MS</td>
</tr>
<tr>
<td>11/16/19</td>
<td>Rain Barrel Distribution – Carson (330 rain barrels distributed)</td>
<td>219/256</td>
<td>Community Organization/Event: 6, Door Hanger: 39, Flyer: 37, Newspaper: 3, Online Calendar: 6, Other Social Media: 19, Postcard: 24, SBESC Email: 79, West Basin Social Media: 14, West Basin Website: 9, Word of Mouth: 20</td>
<td>GF, CS</td>
</tr>
<tr>
<td>11/16/19</td>
<td>Turf Removal Class - Torrance</td>
<td>15/42</td>
<td>Email: 26, Flyer: 6, Friend or Family: 2, Local Publication: 1, Website: 1</td>
<td>CW</td>
</tr>
</tbody>
</table>

Outreach Events

In November

- 2 community events

For the period July 1, 2019 through November 2019:

- 22 community events
- 5 business events
- 2 presentation
- 3 SCE Seminars

Media

Social Media (*during the month of November*)

- **SBCCOG -- Totals for Social Media (SBCCOG) (top tweet – right)**
  - Twitter: 240 followers total, 1,700 impressions*
  - Facebook: 114 likes total, 282 impressions

- **SBESC -- Totals for Social Media (top tweet – right)**
  - Twitter: 552 followers total, 2,500 impressions*
  - Facebook: 748 likes total, 33 impressions
  - LinkedIn: 130 followers total, 26 impressions

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

Earned Media/Articles/Network TV
• “South Bay must plan for more housing units” – *Easy Reader* (11/16/2019)
  https://easyreadernews.com/south-bay-must-plan-for-more-housing-units/

**Volunteer Program**

*Status of Program:* 40.5 hours for November 2019; 2019 thus far = 1,291.39 hours;
  Grand total as of 11/30/2019 - 20,091.67 (starting April 2008)

The SBCCOG held the annual Volunteer Reception on November 21st to honor our volunteers and specifically, those who have provided more than 50 hours of service. The event was a great success and the volunteers expressed their thanks.