

# South Bay Cities Council of Governments

## Steering Committee

### AGENDA

Monday, December 10, 2018

12:00 pm

SBCCOG Office

20285 Western Avenue, Suite 100

Torrance, Ca. 90501

#### 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 5, 2018 meeting minutes attached (Pages 5-9)

- **ACTION:** Approve

B. MOU with Inglewood for Caltrans Slow Speed Network Administration and Transfer of Funds

- MOU attached (Pages 11-22)

- **ACTION:** Approve

C. SBACC meetings to be held at SBCCOG office

- Since February 2018, the SBACC has been holding their Board meetings at our office. They pay \$25 for the use of the room and we supply the coffee. The current agreement expires on December 31, 2018.

- Attached is the agreement (Pages 23-24)

- **ACTION:** Receive and file

D. SCE/SCG 2019 Eighth Amendment

- Agreement attached (Pages 25-31)

- **ACTION:** Approve contract amendment for additional year with compensation of \$100,000 from SCG and \$203,958 from SCE for the SBCCOG

E. No Cost Time Extension for Siembab Corporation re: Regional Broadband Initiative

- Memo attached (Page 33)

- **ACTION:** Approve a no cost time extension to June 30, 2019 for professional services for the Regional Broadband Initiative

F. Memorandum of Agreement with City of Gardena for Cost Sharing Implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area

- Agreement attached (Pages 35-40)

- **ACTION:** Approve Memorandum of Agreement on behalf of Dominguez Channel Watershed Management Group with SBCCOG receiving \$4000 administrative fee

G. Progress on Special Purpose Grants

- Currently funded
  - i. Regional Broadband network – SBWIB and County
  - ii. Homeless Services coordination – County and PATH
  - iii. SCE/SCG Strategic Plan funds – for energy benchmarking for cities
  - iv. CSUDH/SBWIB/SBCCOG application re: study of student transportation/telecommuting in the South Bay with SB 1 research funds
  - v. Solsmart for participating cities of Carson, El Segundo, Gardena, Hawthorne, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, & Torrance
  - vi. Green Business Network for City of Torrance and Hawthorne
  - vii. Measure M administration
  - viii. Transportation Grid Blueprint for LA County – SBCCOG is sub-recipient to LA County
- Pending
  - i. Caltrans Slow Speed Network Network Feasibility Study
- Application Submitted
  - ii. Caltrans Adaptation Planning Study

H. South Bay Environmental Services Center Activities Report – attached (Pages 41-47)

- Note: RFQ for lighting to save cities money

VI. ACTION ITEMS

I. Measure A--Safe, Clean Neighborhood Parks and Beaches Protection Measure of 2016 – Allocation of Funds – **12:10 pm**

- John Jones, Community Services Director, Torrance will be present to answer questions
- Memos attached (Pages 49-54)
- Memo from March, 2018 to Transportation Committee is also attached for your information (Pages 55-56)
- **ACTION:** Review and approve sending letter

J. Flight Path Issues – **12:25 pm**

- Christian Horvath to present
- Letter attached (Pages 57-58)
- **ACTION:** Review information and provide direction

K. Regional Bike Share Coordination – **12:35 pm**

- San Gabriel Valley Council of Governments has received bids for a regional bike share program for their area. An update will be provided at the meeting
- Attached is a possible pilot for the SBCCOG (Pages 59-60)
- **ACTION:** Review information and provide direction

L. Comments to CPUC on Wildlife Mitigation Plan – **12:45 pm**

- Memo and LCC letter attached (Pages 61-63)
- **ACTION:** Authorize a letter for the SBCCOG to send using the points that are raised above and circulate it to the City Managers for their comments before submission on December 15

M. Management Staffing Services Contract – **12:50 pm**

- Memo attached (Pages 65-66)
- **ACTION:** Review process and schedule and determine how to proceed & select a subcommittee for whichever direction is approved

N. Board Meeting agenda development – **1:05 pm**

- January 24
  - SCAQMD – 5 minute presentation for the members on proposed legislation for next year.
  - Measure M and R Budget Request to Metro

- Future meetings
  - Drone Ordinances
  - Role of Municipal Operators
  - Scooter survey update
  - Smart Cities

O. Special Events – **1:10 pm**

- Holiday Light Exchange – December 3 and 4 – report on event at meeting
- Cannabis Courses for cities – elected and staff – January 10, 24, 31, February 7 @ 10:30 to 1 pm
- Space X and Boring Company Tunnel Tour – December 5
- South Bay Goods Movement Project Management Course – November/December – 4 – 2 hour courses for city staff and consultants – January 24, 31 & February 7
- Tour of LAX – Schedule an additional tour?? Possibly January

P. Approval of Invoices – available at the meeting – **1:15 pm**

- **ACTION:** Approve invoices for payment

VII. **INFORMATION ITEMS**

Q. Crenshaw/Green Line Operating Plan Update and Next Steps – **1:20 pm**

- Discuss any follow-up or plans for Thursday’s Metro meeting, if necessary

R. Regional Broadband Network Initiative – **1:25 pm**

- Update at the meeting

S. Update on Homeless Program – **1:30 pm**

- All deployment sites in the South Bay (SPA 8) have been confirmed for the 2019 Homeless Count on January 23<sup>rd</sup> from 8:00-11:00 pm. Volunteers are needed. Attached is the updated flyer with all locations. **(Page 67)**
- On December 6<sup>th</sup>, a Housing and Health Resources Fair was held at St. Andrews Presbyterian Church in Redondo Beach. The SBCCOG worked with Supervisor Hahn’s office to secure the portable shower. The SBCCOG also confirmed the attendance of the public defender’s office mobile legal clinic, the DMV, and Cal Water Services. Further details at the meeting.
- SBCCOG staff attended a presentation on the new PATH program called “LeaseUp”, an initiative to assist property owners and property managers in navigating the process of filling vacant units with people in need of housing. Financial incentives, a dedicated team, and consistent support to ensure a smooth process are part of the program. Website: leaseuplosangeles.org
- SBCCOG staff attended the First Responders training on December 5<sup>th</sup>. Update at the meeting
- SBCCOG hosted Assemblymember Al Muratsuchi’s Homeless Action Group meeting on November 27<sup>th</sup>; the next meeting is scheduled for January 15<sup>th</sup> at 2 pm
- Next meeting of the SBCCOG’s Homeless Services Task Force meeting is scheduled for January 9<sup>th</sup> from 2-4pm.

T. 2019 General Assembly Updates – Thursday, February 28, 2019 – **1:35 pm**

- Sponsorships
- Program – update at the meeting
  - Keynote confirmed
  - South Bay Board of Realtors and SCAG speakers
- **ACTION:** Provide direction

VIII. **STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES**

U. Other updates since agenda distribution – **1:45 pm**

**NEXT STEERING COMMITTEE MEETING – Monday, January 14, 2019 @ 12:00 pm**

**PLEASE CONSULT WEBSITE IF YOU ARE NOT SURE ABOUT THE MEETING SCHEDULE**

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# South Bay Cities Council of Governments

## Steering Committee FOLLOW-UP AGENDA November 5, 2018

**Attendees:** Britt Huff (Chair, Rolling Hills Estates), Christian Horvath (1<sup>st</sup> Vice Chair, Redondo Beach), Olivia Valentine (2<sup>nd</sup> Vice Chair, Hawthorne) LEFT @ 1:45 PM, Jim Gazeley (Lomita) LEFT @ 1 PM, Hany Fangary (Hermosa Beach), Janice Hahn (Supervisor, 4<sup>th</sup> District) LEFT AT 1 PM, Geoff Rizzo & Pat Furey LEFT @ 1 PM (Torrance), David Lesser (Manhattan Beach), James Butts (Inglewood) LEFT AT 12:15, Judy Mitchell (Rolling Hills Estates) LEFT @ 1 PM, Don Szerlip (Metro Service Council), Nancy Pfeffer (Gateway Cities COG), Mike Bohlke (Metro Deputy for Mayor Butts) Matt Johnson, Michael Ervin, Jennifer LaMarque Young-Gi Harabedian (Supervisor Hahn's office), Bob Wolfe (South Bay resident), Jacki Bacharach, Kim Fuentes, Wally Siembab, Steve Lantz (SBCCOG)

### I. INTRODUCTIONS

### II. REPORT OF POSTING OF AGENDA

- **ACTION:** Received and filed

### III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA - Flight paths at the request of Christian Horvath – Item #VIIIW.

### IV. PUBLIC COMMENT

### V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:05 pm

- A. Steering Committee – October 8, 2018 meeting minutes attached - **BUTTS/HORVATH**  
■ **ACTION:** Approved

B. Chamber of Commerce Memberships

- Memo and chart attached
- **ACTION:** Approved staff recommendation **FOR BOARD APPROVAL**

C. Special Purpose Grants

- Currently funded
  - i. Regional Broadband network – SBWIB and County
  - ii. Homeless Services coordination – County and PATH
  - iii. SCE/SCG Strategic Plan funds – for energy benchmarking for cities
  - iv. CSUDH/SBWIB/SBCCOG application re: study of student transportation/telecommuting in the South Bay with SB 1 research funds
  - v. Solsmart for participating cities of Carson, El Segundo, Gardena, Hawthorne, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, & Torrance
  - vi. Green Business Network for City of Torrance and Hawthorne
  - vii. Measure M administration
  - viii. Transportation Grid Blueprint for LA County – SBCCOG is sub-recipient to LA County
- Pending
  - i. Caltrans Slow Speed Network Network Feasibility Study

D. South Bay Environmental Services Center Activities Report – attached

E. Monthly Transportation Report - attached

### VI. ACTION ITEMS

- F. Crenshaw/Green Line Operating Plan Update and Next Steps – maps attached – **12:10 pm**

- HAHN - LETTER WRITING HAS BEEN GOOD, BUT STAFF RECOMMENDATION WILL BE C-1. NEED TO SHOOT HOLES IN METRO'S REPORT. \$11 MILLION IS INSULTING AS A REASON. NOT SURE ALL VOTES THERE YET – *asked Young Gi/Michael for list of letters 11/6/18*
- BUTTS – PROS AND CONS FOR BOTH. THIS IS A POLITICAL DECISION. HE'S A SIGNER ON THE MOTION FOR C-3.
- CHRISTIAN – MEETING IN HAHN'S OFFICE – WHY DO THEY CARE? WHAT HAS SHE HEARD?
- HAHN – FASANA & NAJARIAN WITH US AND SOLIS IS WITH US. GARCIA WON'T BE AT THE MEETING ON DECEMBER 6.
- HAHN ASKED BUTTS TO CALL PHIL. BUTTS - \$11 MILLION IS NOTHING
- FUREY – WE HAVE NOTHING FROM THE PROPOSITIONS IN THE PAST – EVEN TODAY. MOST INSULTING THING IS THAT WE ARE A DONOR AREA. EQUITY ALONE MANDATES THAT WE GET THIS. NEED TO TALK ABOUT THE ADDITIONAL OPERATION FUNDS.
- MITCHELL – LAKE ARROWHEAD CONFERENCE – SEATTLE TRANSPORTATION SYSTEM IS ADDING RIDERSHIP WHILE METRO AND OTHERS ARE LOSING RIDERS. SEATTLE'S PRIMARY FOCUS IS ON THE SERVICE FOR THE RIDERS. NOT A LOT OF TRANSFERS. C-3 IS THE RIGHT CHOICE.
- HAHN – GETTING THE TWO COG'S TO AGREE IS EXTREMELY IMPORTANT. LETTERS GOOD.
- PFEFFER – WE DID WORK TOGETHER. LOTS OF TECHNICAL ANALYSIS. WHY SHOULD OTHERS CARE? WE ARE THE AFFECTED SUBREGIONS. GARCIA IS SUPPORTIVE.
- LESSER – DEFER? HAHN – KEEP DEFERRING?
- HAHN – OUR ARGUMENTS COMPELLING. RIDERS ARE A KEY TOO. NEED RIDERS.
- PFEFFER – HAS A RIDER AND HER COLLEAGUES WHO GO FROM GATEWAY TO MATTEL.
- FANGARY – REACHED OUT TO EMPLOYERS. LAKERS TAKE GREEN LINE TO WORK. CAN WE GET THE PR PEOPLE FROM THE LAKERS?
- MATTEL/LAKERS/BIG 5 - BOB WOLFE. EMPLOYEES AT BIG 5 – AIR FORCE BASE.
- ASK SBWIB.
- HAHN – NEED CURRENT RIDERS. CHAMBERS.
- HORVATH – JOE AHN (NORTHROP) – RAYTHEON, NORTHROP, AIR FORCE BASE ALL ADVOCATED FOR THESE STATIONS IN THE 1980'S. HE'S TRYING TO GET HARD DATA. WILL GO TO AEROSPACE ALLIANCE MEETING TOMORROW.
- HAHN - RE-LOOK 2023. BETTER MAP. KEEPING AIR FORCE BASE IS IMPORTANT. (SHOULD BE IMPORTANT TO GARCETTI)
- LESSER – CONVEY REAL IMPACTS. HAVE HER DEPUTIES TALK TO DEPUTIES
- FUREY – ECONOMIC STIMULUS OF OUR COMMUNITY IS THE AEROSPACE INDUSTRY. DON'T WANT TO LOSE RIDERSHIP ON SILVER LINE OR GREEN LINE. EVENTUALLY B-2. THEIR TRANSIT CENTER WILL ADD MORE RIDERS. DOWNTOWN LA, AIRPORT, TO WORK. LETTER FROM AIR FORCE BASE WOULD BE GOOD.
- HORVATH – TORRANCE TRANSIT ADDED ANOTHER BUS ON THE SILVER LINE AND RIDERSHIP WENT UP 125% INSTEAD OF THE PROJECTED 70%.
- YOUNG GI – OUR EXISTING RIDERS ARE SMALL – ONLY 5 STATIONS. GREEN LINE TODAY IS \$72 MILLION/YEAR. PROPOSED CRENSHAW/LAX - \$80 MILLION TO OPERATE. THE \$80 MILLION SHOULD INCLUDE CONNECTION TO GREEN LINE. SMALLER NUMBER FOR C-1 BECAUSE SO MUCH SERVICE IS CUTBACK. 10 STATIONS CUT UNDER C-1.
- LANTZ – CUT SHUTTLE TO AVIATION/IMPERIAL.
- LESSER – WHAT ABOUT RIDLEY-THOMAS?
- YOUNG GI – BOARD DEPUTY LEVEL – LOTS OF DISCUSSION.
- HAHN - TRY WITH GARCETTI
- BOHLKE – NEED 6 BOARD MEMBERS ON THE MOTION. GATEWAY SUFFERS MORE THAN SOUTH BAY. GET GARCIA ON THE MOTION. THAT TAKES PHIL OFF OF THE HOOK OF NOT SUPPORTING HIS STAFF. ALSO, STAFF IS CONCERNED RE: TAKING MONEY OUT OF THEIR COST SAVINGS.

- FUREY – FAVORITE IS C-5 AND B-2. C-1 IS A NON-STARTER. C-3 IS THE COMPROMISE. HE'LL TALK TO MAYOR GARCETTI.
- FANGARY – REACH OUT TO EL SEGUNDO STAFF TO GET THEM TO MOBILIZE
- HAHN WILL TALK TO KUEHL. STAFF HAS BEEN LOBBYING BOARD MEMBER DEPUTIES RE: THE \$11 MILLION.
- SUMMARY – MAJOR EMPLOYERS – ENCOURAGE THEM TO SEND LETTERS, GET RIDERS.
- CHRISTIAN TO WORK ON MAP WITH STEVE – *sent Steve's revision to Christian 11/6/18*

G. Board Meeting agenda development (draft agenda attached) – 12:20 pm

- November 15
  - Broadband **UPDATE** to cities
  - Broadband applications
  - Energy Efficiency report from Greg Stevens
  - **DOMINGUEZ CHANNEL CONTRACT – FOR THE GROUP TO HIRE A CONSULTANT WITH THEIR MONEY – MUST GO THROUGH US SINCE WE ADMINISTER IT**
  
- January 24
  - SCAQMD – 5 minute presentation on potential local sales tax measure to support air pollution reduction projects in the South Coast Air Basin next year.
  
- Request from Bill Blisce (referred by Torrance Councilman Tim Goodrich) to speak to Board for 10 minutes
  - Bill was a former Board Member for the Redondo Beach and Torrance school districts.
  - Soles for Souls (collecting shoes for poor) and Outdoor sculpture for South Bay
  - **RIZZO - WANTS DONATION BOXES FOR PEOPLE TO DONATE SHOES – SHOULD GO TO SERVICE ORGANZATIONS.**
  - **ACTION:** Invite him to speak under public comment **BUT MORE APPROPRIATE TO SERVICE ORGANIZATIONS AND BRING A HANDOUT FOR 3 MINUTES - 310-413-9975 – Mr. Blisce – called 11/6/18**
  
- Future meetings
  - Drone Ordinances
  - Role of Municipal Operators
  - Scooter survey update
  - Smart Cities

H. Special Events – 12:30 pm

- Holiday Light Exchange – December 3 and 4
- **HOLIDAY LIGHT EXCHANGE – WILL SOLICIT FROM BOARD MEMBERS - \$250 BUYS 10 BOXES – e-mail sent by Marilyn to Board members shortly after the meeting**
  - Cannabis Courses for cities – elected and staff – January 10, 24, 31, February 7 @ 10:30 to 1 pm
  - Space X and Boring Company Tunnel Tour – December 5
  - South Bay Goods Movement Project Management Course – November/December – 4 – 2 hour courses for city staff and consultants – January 24, 31 & February 7
  - Tour of LAX – Schedule an additional tour?? Possibly January

I. GSE Solutions LLC contract – 12:35 pm

- Memo attached
- **ACTION:** Recommended Board approval of a contract with GSE Solutions, LLC in an amount not to exceed \$171,000 for the period of January 1 through December 31, 2019 with \$101,400 from utility partnership programs and \$69,600 yet to be identified. **HORVATH/FANGARY**

J. Funding Proposal for Energy Efficiency Services – 12:40 pm

- **HORVATH – REACH OUT TO CCA RE: INCENTIVES – met with Bardacke**

- VALENTINE – EASIER TO UNDERSTAND \$ OF THE ENERGY SAVINGS, NOT THE INCENTIVES
- LESSER – HOW WILL THIS GO OVER RE: CITIES RE: VALUE ENGINEERING. HE’S A LAME DUCK. SO WOULD NEED TO GO TO FULL COUNCIL
- HORVATH – DUES OR FINANCE COMMITTEE – THIS WILL HAVE TO BE EVALUATED AND ALSO ASK THE CITY MANAGERS.
- PUT CURRENT PROJECTS UP AND CENTER
- ACTION: TAKE TO CITY MANAGERS

K. Master Agreement for Siembab Corporation – 12:55 pm

- **ACTION:** Recommended Board approval: **HORVATH/FANGARY**
  - a. Renew the SBCCOG’s master agreement with the Siembab Corporation including his subcontractors. Compensation shall be exclusively from grants received.
  - b. Task Order #1 for services on the Caltrans Slow Speed Network project not to exceed \$125,000 for the period from December 1, 2018 to February 28, 2020.
    - i. **HORVATH – PROVIDES MORE METRICS AND HARD DATA FOR LIVING STREETS AND RELIEVE CONGESTION**

L. Regional Broadband Network Initiative – 1:10 pm

- Interviews are October 30 and I.T. Directors meeting is November 1
- **MEASURE M AND MURATSUCHI \$.**
- **HORVATH – REVIEW WAS DENSE. BUT HE WAS GLAD HIS RANKING WAS THE SAME. REDUNDANCY IS IMPORTANT AND #1 CAN DO IT THEMSELVES**
- **LESSER – MICROTRENCHING?**
- **SIEMBAB – OTHER PROPOSERS – LOWER RATES. #1 – DISRUPTIVE – REDUNDANCY, MUTUAL BUYS. POLICY DECISIONS ARE LATER. THIS IS AN ADMINISTRATIVE DECISION**
- **FANGARY – ARE WE IN KEEPING WITH SANTA MONICA?**
- **LANTZ – WE MAY GET AS MUCH AS 12 UNLIT FIBERS**
- **LESSER – 2 CAUTIONARY NOTES RE: FCC LEVEL. PROVIDERS DROP PRICING COULD BE DONE TO MAKE US LOOK NOT SO GOOD. 2 OF THE CANDIDATES FOR MANHATTAN BEACH CITY COUNCIL HAVE INDICATED THEY ARE NOT SUPPORTIVE OF THE FIBER AND THE CITY BEING IN THE BUSINESS**
- **SIEMBAB – MANHATTAN BEACH IS DOING A MUNICIPAL NETWORK.**

M. Approval of Invoices – available at the meeting – 1:20 pm

- **ACTION:** Approved invoices for payment **HORVATH/VALENTINE**

VII. **INFORMATION ITEMS**

N. Regional Bike Share Coordination – 1:25 pm

- Lunch with Go Monrovia after the Senior Services Working Group meeting on December 4 – open to all cities
- **E-BIKES ON THE STRAND NOW.**
  - **FANGARY – HERMOSA BEACH RESIDENTS HAVE COMPLAINED RE: E-BIKES GOING TOO FAST ON THE STRAND**

O. Update on Homeless Program – 1:30 pm

- Home for Good Funders Collaborative (Measure H and United Way funding) City and multi-jurisdictional proposals are due Wednesday, November 7<sup>th</sup>. Carson, Hawthorne, and Inglewood are submitting proposals, and the Cities of Hermosa Beach, Manhattan Beach, and Redondo Beach are submitting a multi-jurisdictional proposal.
- Next meeting of the SBCCOG Homeless Services Task Force is next Wednesday, November 14<sup>th</sup> from 3-5pm in the SBCCOG Client Theater. Topics include:
  - Safe Parking LA
  - Bridge Housing – lessons learned from Mayor’s office and Buscaino’s office



- Reports from service providers: LAHSA, Harbor Interfaith Services, and PATH
- SBCCOG is participating in the CD 15 Homeless Working Group looking at Safe Parking
- First responder training is scheduled for November 7<sup>th</sup>, with one more training in December
- **FANGARY – WANTS SOMEONE FROM HIS CITY TO ATTEND NOVEMBER 14. SEND HIM THE INFORMATION – sent 11/5/18**

P. 2019 General Assembly Updates – Thursday, February 28, 2019 - 1:35 pm

- **HISTORIANS IN YOUR COMMUNITY THAT YOU WOULD RECOMMEND FOR A PANEL? FUTURISTS? JAN DENNIS – WRITTEN BOOKS IN MANHATTAN BEACH FROM LESSER**
- **HANY AND CHRISTIAN AND GEOFF WILL TALK TO HISTORICAL SOCIETY – PAT AUST**
- **PLEASE ASK YOUR CITY STAFF TO HELP CREATE AN EXHIBIT OF THE LAST AND NEXT 20 YEARS WORKING WITH OUR STAFF.**
- **ACTION:** Provide direction

Q. Former Non-Elected Chairs Advisory Group – 1:40 pm

- 6 former chairs **PARTICIPATED**
- **HUFF – ELLEN PERKINS IS GOING TO HELP RESEARCH 501C3**
- **JIM GOODHART ALSO WOULD HELP**
- **HORVATH – 501C3 – LONG TERM FINANCE OPTION**

### **VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES**

W. Other updates since agenda distribution – 1:45 pm

#### **FLIGHT PATHS AT THE REQUEST OF CHRISTIAN HORVATH**

- **FAA CHANGED THEIR SYSTEM FOR FLIGHT PATHS – ALL OF THE MUNI AIRPORTS AND LAX. CALLED SOCAL NEXT GEN AND ALL COMPUTER BASED. CONSEQUENCES – MORE FLIGHT PATHS OVER THE SOUTH BAY. LOTS OF COMPLAINTS. INTEREST FROM MANHATTAN AND HERMOSA RESIDENTS TOO.**
- **LESSER – RECEIVED INQUIRIES. ASKED CHRISTIAN TO ASK LIEU HOW TO INFLUENCE THE FAA.**
- **HORVATH – EMDEE HAS TAKEN THE LEAD WITH LIEU’S OFFICE. AS INGLEWOOD DEVELOPS AND SANTA MONICA CLOSES, TORRANCE AND HAWTHORNE WILL GROW. AND TALK THAT LAX WANTS TO PUSH PRIVATE FLIGHTS TO HAWTHORNE.**
- **RIZZO - TORRANCE DOESN’T SELL JET FUEL SO NO COMMUTER SERVICES THERE AND STRICT OPERATIONAL GUIDELINES. CHANGE OUT OF LAX NOTICEABLE AT NIGHT. HELICOPTER NOISE GROUP HAS BEEN QUIET.**
- **SIEMBAB – WHAT ABOUT PASSENGER DRONES?**
- **HORVATH – COMPLAINTS ARE JUST ABOUT LOW PLANES. NO ONE IS HOLDING THEM ACCOUNTABLE.**
- **FANGARY – YES COMPLAINTS AND MORE THAN BEFORE. WHAT WILL INGLEWOOD DEVELOPMENT MEAN? HAWTHORNE AIRPORT WILL BE THE LUXURY AIRPORT?**
- **LESSER – STIR UP HORNETS NEST AND UNREALISTIC EXPECTATIONS (BE CAUTIOUS). NEED TO UNDERSTAND WHAT THE CONGRESSIONAL OFFICES ARE SAYING.**
- **RIZZO – NEXT GEN TIES INTO SECURITY ISSUES.**
- **LESSER – OBTAIN INFORMATION ON WHAT IS HAPPENING**

**PUT ON AGENDA FOR NEXT MONTH. CHRISTIAN WILL BRING BACK MORE INFORMATION.**

**NEXT STEERING COMMITTEE MEETING – Monday, December 10, 2018 @ 12:00 pm  
PLEASE CONSULT WEBSITE IF YOU ARE NOT SURE ABOUT THE MEETING SCHEDULE**

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**AGREEMENT NO.:** \_\_\_\_\_

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and the SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (the “SBCCOG”), collectively referred to herein as “Parties” and individually as a “Party.”

**RECITALS**

**WHEREAS**, the City of Inglewood is a public entity organized and existing pursuant to the laws of the State of California; and

**WHEREAS**, the SBCCOG is a joint powers authority organized and existing pursuant to the laws of the state of California; and

**WHEREAS**, on February 23, 2018, the SBCCOG responded to a Caltrans’ Sustainable Communities grant Request For Proposals (“RFP”) and submitted a proposal entitle, “Feasibility Study & Implementation Strategy for a South Bay Slow-Speed Network Demonstration,” (the “Project”); and

**WHEREAS**, on June 25, 2018, Caltrans approved the SBCCOG Project in the amount of \$435,267 which consists of the grant award of \$385,307, and a local match of \$49,960. The work and deliverables for the grant are attached as Exhibit “A” and the budget/schedule is attached as Exhibit “B;” and

**WHEREAS**, on June 25, 2018, the SBCCOG accepted the Caltrans’ award with the provision that, the SBCCOG would identify a Lead Agency – since the SBCCOG does not have the financial accounting system to process federal funds; and

**WHEREAS**, on July 26, 2018, the City agreed to become the Lead Agency for the sole and express purpose of receiving, dispersing, and accounting for the funds associated with the award to the SBCCOG (the sub-recipient of the award) for the work and deliverables associated with the Caltrans’ Grant (“Caltrans Award Agreement”) for the “Feasibility Study & Implementation Strategy for a South Bay Slow-Speed Network Demonstration; and







1 notice, to appeal and/or resubmit (pursuant to the Grant Agreement Guidelines) through  
2 the City, to Caltrans' for the disallowed or non-reimbursed amount(s).

3 8. SBCCOG shall comply with an ensure that work performed under this  
4 Agreement is done in compliance with all applicable provisions of federal, state, and local  
5 laws, statues, ordinance, rules, regulations, and procedural requirements, including  
6 without limitation, Federal Acquisition Regulations ("FAR") and the applicable  
7 requirements and regulations of the City. SBCCOG acknowledges responsibility for  
8 obtaining copies of and complying with the terms of the most recent federal, state, and  
9 local laws and regulations and City requirements, including any amendments hereto.

10 9. The City shall make all disbursements electronically unless an exception is  
11 requested in writing. Disbursements via Automated Clearing House ("ACH") shall be made  
12 at no cost to SBCCOG. SBCCOG shall complete the ACH form and submit such to the City.

13 10. All requests for reimbursement shall be transmitted to the City Accounts  
14 Payable Department using one of the following two options:

15 a. E-Mail: Ms. Luisana Gomez, Accounting Manager,  
16 lgomez@cityofinglewood.org Ref# and/or MOU#

17 b. Standard Mail: City of Inglewood, Attention: Luisana Gomez, Accounting  
18 Manager, One West Manchester Boulevard, Inglewood, California 90301 Ref#  
19 and/or Mou#. As copy of all Request of Reimbursement submittals shall also  
20 be forwarded to David L. Esparza, City of Inglewood, Chief Financial Officer:  
21 [dlesparza@cityofinglewood.org](mailto:dlesparza@cityofinglewood.org)

22 **ARTICLE 6 – TERM**

23 The term of this Agreement shall commence on December 1, 2018, and terminate on  
24 February 28, 2020.

25 **ARTICLE 7 – INDEMNIFICATION**

26 1. SBCCOG shall indemnify, defend, and hold harmless the City and its directors,  
27 officers, and employees, from and against any and all claims, demands, liabilities, and  
28 reasonable attorneys' fees arising from SBCCOG's performance of this agreement but only in

1 proportion to and to the extent such claims, demands liabilities or attorneys' fees are caused  
2 by or result from the negligent or intentional acts or omissions of SBCCOG, its officers, agents,  
3 or employees.

4 2. The shall indemnify, defend, and hold harmless SBCCOG and its directors,  
5 officers, and employees, from and against any and all claims, demands, liabilities, and  
6 reasonable attorneys' fees arising from the City's performance of this Agreement but only in  
7 proportion to and to the extent such claims, demands, liabilities or attorneys' fees are caused  
8 by or result from the negligent or intentional acts or omissions of the City, its officer, agents,  
9 or employees.

10 Neither Party hereto shall be considered in default in the performance of its obligation  
11 hereunder to the extent that the performance of any such obligation is prevented or delayed  
12 by unforeseen causes including acts of God, acts of a public enemy, and government acts  
13 beyond the control and without fault of negligence of the affected Party. Each Party hereto  
14 shall give notice promptly to the other of the nature and extent of any such circumstances  
15 claimed to delay, hinder, or prevent performance of any obligation under this Agreement.

16 **ARTICLE 8 – DEFAULT**

17 Default under this Agreement is defined as one or more of the following: (i) SBCCOG  
18 fails to comply with the terms and conditions contained in this Agreement or the Grant  
19 Agreement; (ii) SBCCOG fails to perform satisfactorily or to make sufficient progress toward  
20 Project completion; (III) SBCCOG makes a material change to the SOW or Budget contained in  
21 the grant Agreement without prior written consent or approval by Caltrans and the City.

22 **ARTICLE 9 – REMEDIES**

23 1. In the event of a default by SBCCOG (as defined in Section 8), the City shall  
24 provide written notice of such default to the SBCCOG with a thirty (30) day period to cure the  
25 default. In the event SBCCOG fails to cure the default, or commit to cure the default and  
26 commence (the same within such thirty [30] day period), to the satisfaction of the City, the  
27 following remedies shall be available to the City:

28 a. The City may terminate this Agreement;





1 termination.

2 4. Either Party shall have the right to terminate this Grant Agreement at any time  
3 upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary”  
4 termination by SBCCOG, defined as termination occurring before full performance of all  
5 objectives and activities and authorized funding herein, the City shall be entitled to seek full  
6 reimbursement for all costs and payments made on this Agreement.

7 **ARTICLE 11 – AUDIT PROVISIONS**

8 1. The City, in order to fulfill its responsibility, shall have the right to conduct  
9 audits of the Project at its own expense, as needed, such as financial and compliance audits  
10 and performance audits. SBCCOG shall establish and maintain proper accounting procedures  
11 and cash management records and documents in accordance with generally accepted  
12 accounting principles (“GAAP”) as applied to governmental agencies. SBCCOG shall reimburse  
13 the City for any expenditure not in compliance with the SOW or other terms and conditions of  
14 this Agreement, or other applicable requirements of the City. The City shall use the Federal  
15 Acquisition Regulations (“FAR”) standards in determining the reasonableness of costs incurred.  
16 The City shall have the right to conduct a final audit using an outside auditing firm. The  
17 findings of that City audit will be final

18 2. SBCCOG shall retain all original records and documents related to the Project  
19 for a period of three (3) years after final payment.

20 **ARTICLE 12 – DISPUTES**

21 Unless otherwise directed by the City, SBCCOG shall continue performance under this  
22 Agreement while matters in dispute are being resolved.

23 **ARTICLE 13 – COPYRIGHTS**

24 SBCCOG reserves the right to protect by copyright original works developed under this  
25 Agreement.

26 **ARTICLE 14 – OTHER TERMS AND CONDITIONS**

27 1. This Agreement, including any documents herein attached and incorporated  
28 into this agreement, the Caltrans Award Agreement, the RFP and the Proposal constitute the

1 entire understanding between the City and SBCCOG, with respect to the subject matter herein.  
2 The Agreement shall not be amended, nor any provision or breach hereof waived, except in  
3 writing.

4 2. SBCCOG shall expend Grant Program funds in the manner described in the SOW  
5 and the Caltrans Award Agreement. Should the total dollars of a line-item included in the  
6 budget contained within the Caltrans Award agreement need or be required to change  
7 (increased or decreased) the SBCCOG shall notify Caltrans and the City in writing for  
8 permission(s) to do so. Any subsequent revisions to the SOW, budget, or schedule will be  
9 revised by the SBCCOG and submitted to Caltrans and the City for approval. Any adjustments  
10 may not exceed the limits for the total Project Awards and Match Funds associated with the  
11 Project.

12 3. Article titles, paragraph titles or captions contained herein are inserted as a  
13 matter of convenience and for reference, and in no way define, limit, extend, or describe the  
14 scope of this Agreement or any provision hereof.

15 **ARTICLE 15 – NOTICE**

16 If notice to either Party is given, it shall be by personal delivery thereof or by  
17 depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and  
18 return receipt requested and addressed as follows:

19 **CITY:**  
20 **Yvonne Horton,**  
City Clerk  
21 City of Inglewood  
One Manchester Boulevard  
22 Inglewood, California 90301-1750

**SBCCOG:**  
**Jacki Bacharach,**  
Executive Director  
20285 Western Avenue  
Suite 100  
Torrance, California 90501  
jacki@southbaycities.org

23 **WITH COPY TO:**  
24 **David L. Esparza, Chief Financial Officer**  
25 One Manchester Boulevard  
Inglewood, California 90301  
26 Ref# and/or MOU#  
27 dlesparza@cityofinglewood.org

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**ARTICLE 16 – PROHIBITED INTERESTS**

No official, employee, or agent of the City, or the SBCCOG nor any member of their immediate families, shall have any direct or indirect interest in the contract.

**ARTICLE 17 – EQUAL EMPLOYMENT**

SBCCOG agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

**ARTICLE 18 – CHANGES, AMENDMENTS AND MODIFICATIONS**

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

**ARTICLE 19 – SEVERABILITY**

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

**ARTICLE 20 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by SBCCOG shall not constitute a waiver of any of the provisions of this Agreement.

**ARTICLE 21 – ENTIRE AGREEMENT**

1 This Agreement, including all Exhibits is the entire, complete, final and exclusive  
2 expression of the Parties with respect to the matters addressed therein and supersedes all  
3 other Agreements or understandings, whether oral or written, entered into between the  
4 SBCCOG and the City prior to the execution of this Agreement. No statements,  
5 representations or other Agreements, whether oral or written, made by any party which are  
6 not embodied herein shall be valid and binding unless in writing and duly executed by the  
7 Parties of their authorized representatives.

8 **ARTICLE 22 – GOVERNING LAW; VENUE**

9 This Agreement shall be interpreted, construed, and governed according to the laws of  
10 the State of California. In the event of litigation between the Parties, venue in state trial courts  
11 shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at  
12 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United  
13 States District Court, venue shall lie exclusively in the Central District of California, in Los  
14 Angeles.

15 **ARTICLE 23 – MISCELLANEOUS**

16 1. The Parties waive any benefits from the principle of *contra proferentum* and  
17 interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this  
18 Agreement, or of any particular provision or provisions, and no part of this Agreement shall be  
19 construed against any party on the basis that the particular party is the drafter of any part of  
20 this Agreement.

21 2. This Agreement may be executed in counterparts, and when each party hereto  
22 has signed and delivered at least one such counterpart, each counterpart shall be deemed an  
23 original and, when taken together with the other signed counterparts, shall constitute one  
24 Agreement, which shall be binding upon and effective as to all parties hereto.

25 3. Article titles, paragraph titles or captions contained herein are inserted as a  
26 matter of convenience and for reference, and in no way define, limit, extend, or describe the  
27 scope of this Agreement or any provision hereof.

28

1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date and  
2 year first above written.

3 **CITY OF INGLEWOOD**

**SOUTH BAY CITIES COUNCIL OF  
GOVERNMENTS**

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\_\_\_\_\_  
7 **James T. Butts, Jr.,**  
Mayor

\_\_\_\_\_  
**Jacki Bacharach,**  
Executive Director

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10 **ATTEST:**

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\_\_\_\_\_  
13 **Yvonne Horton,**  
City Clerk

14

15 **APPROVED AS TO FORM:**

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\_\_\_\_\_  
18 **Kenneth R. Campos,**  
City Attorney

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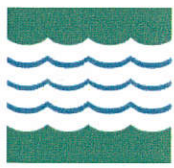
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December 15, 2018

Eileen Hupp, Chair  
South Bay Association of Chambers of Commerce  
3848 W. Carson Street, Suite 220  
Torrance, CA 90503

Re: Usage of SBCCOG conference room for SBACC Board of Directors Meetings

Dear Chair Eileen,

This letter will confirm that the South Bay Cities Council of Governments (SBCCOG) and South Bay Association of Chambers of Commerce (SBACC) agree to the following:

1. SBCCOG will provide a conference room, set up and coffee at the SBCCOG's Environmental Services Center located at 20285 S. Western Avenue, Suite 100, CA 90501. Payment shall be made to South Bay Cities Council of Governments, 20285 S. Western Avenue, Suite 100, Torrance 90501, Attention: Brooke Heri.
2. The time of use shall be the first Tuesday of each month from the hours of 8:00 a.m. to 10:00 a.m. for the year 2019. SBACC will notify SBCCOG at least 48 hours in advance if meeting is to be cancelled. (Please note that our lease for this space expires November 2019 so if we have to move, we may be cancelling this agreement but we will provide at least 30 days notice.)
3. The SBACC shall pay a fee of \$25 per meeting for the use of the room. If SBACC fails to give timely notice of cancellation, the \$25 fee is still due.
4. SBACC shall abide by all SBCCOG rules and office policies, including its anti-harassment policy, while its members are occupying SBCCOG offices.
5. This letter is in the nature of a revocable license and may be revoked at any time by SBCCOG in its sole discretion.
6. SBACC on behalf of itself and its representatives, members, agents, employees, guests and all person's acting on its behalf hereby waives any and all claims and releases and discharges the SBCCOG and agrees to indemnify, defend and hold harmless the SBCCOG from any and all claims for losses, damages, costs,

expenses or liabilities of whatever kind arising out of or attributable to the utilization of the SBCCOG offices and conference room as described in this letter agreement.

7. The signatories below represent and warrant that they have the legal power, right and authority to make and execute this agreement, and to bind their respective party.

If you agree to the above understanding, please so indicate by supplying your signature in the space provided on the enclosed copy and return it to the SBCCOG at the address below.

Sincerely,

\_\_\_\_\_  
Britt Huff, SBCCOG Chair

Consented to and agreed on \_\_\_\_\_

  
\_\_\_\_\_  
Eileen Hupp, SBACC Chair



## EIGHTH AMENDMENT

THIS EIGHTH AMENDMENT (“EIGHTH AMENDMENT”) TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 SOUTH BAY ENERGY EFFICIENCY PARTNERSHIP PROGRAM dated January 1, 2010 (as amended, the “Agreement”) is effective as of January 1, 2019 (the “Eighth Amendment Effective Date”) by and among SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”), SOUTHERN CALIFORNIA GAS COMPANY (“SCG”) AND SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (“SBCCOG”). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE and SCG may be referred to individually herein as the “Utilities”. The Utilities and SBCCOG may be referred to herein individually as a “Party” or collectively as the “Parties.”

### RECITALS

WHEREAS, the Parties previously executed the Agreement effective January 1, 2010 and subsequently amended the Agreement seven times to extend its term in accordance with the applicable decisions of the California Public Utilities Commission (“Commission”);

WHEREAS, on October 28, 2015, the Commission issued its Decision for Energy Efficiency Goals for 2016 and Beyond and Energy Efficiency Rolling Portfolio Mechanics (“D.15-10-028”) which authorized the Energy Efficiency Program rolling portfolio mechanics for 2016 and beyond, and continuation of energy efficiency programs, consistent with the terms and conditions set forth in the Agreement, except as otherwise provided in this Eighth Amendment;

WHEREAS, the Parties desire to further amend the Agreement as necessary to set forth the 2019 program budget and to extend the agreement through the program cycle beginning January 1, 2019 and ending December 31, 2019.

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

1. To the extent applicable, any reference in the Agreement, as amended, to the “2010-2012” Program, shall also hereby include the 2019 Program.
2. Section 1.16 of the Agreement is hereby deleted in its entirety and replaced with the following, and all references to “PIP” or “Program Implementation Plan” in the Agreement shall be changed to “IP” or “Implementation Plan”.

1.16: IP or Implementation Plan: The Implementation Plan, as may be amended from time to time, specific to this Partnership, together with the SCE Energy Leader Partnership Master IP and SCG Local Government Master IP, which include the anticipated scope of the Program in Utilities’ service territory, as approved by the Commission. The Implementation Plan is incorporated into this Agreement by reference hereto and will be provided to Program Participant upon written request.

3. Section 10.1.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 10.1.4. SBCCOG Budget Adjustment and Fully Burdened Labor Rate Change

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. The Partner Budget for SBCCOG is set forth in Exhibits B-1 (SCE) and B-3 (SCG), which exhibits may be modified in the sole discretion of the Utilities, without formal amendment to the Agreement (notwithstanding Section 24 hereof), consistent with Section 10.1.1 and 10.1.4 hereof. SCG as the Lead Utility, will provide at least 30 days' notice to SBCCOG of the final Partner Budget and any modifications thereto, and any such notice will include a copy of the modified Partner Budget and the effective date of any such modified Partner Budget. Pursuant to this Section, any such amended Exhibit B-1 and B-3 shall automatically be incorporated into this Agreement and take effect on the effective date stated in the notice from Utilities to SBCCOG.

SBCCOG, in its discretion, may request changes to the Joint Fully Burdened Labor Rate Table to modify the maximum fully burdened labor rate for each title, subject to, the lead Utility, SCG's approval. If SCG approves the amended Joint Fully Burdened Labor Rate Table (Exhibit B-2), it will issue a new Joint Fully Burdened Labor Rate Table to be incorporated into the Agreement without requiring a formal amendment executed by both Parties, notwithstanding Section 24 hereof.

4. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25, 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 IP) and all reporting requirements by no later than March 31, 2020, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2019.

5. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 12. FINAL INVOICES

SBCCOG must submit final invoices to the Utilities no later than March 31, 2020.

6. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:  
Section 25.1 Term

This agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until March 31, 2020 unless otherwise terminated in accordance with this agreement as amended.

7. Exhibit B-1 (ENERGY EFFICIENCY PARTNERSHIP PROGRAM 2017-2018 GOALS & PARTNER BUDGET FOR SBCCOG), Exhibit B-2 (Joint Fully Burdened Labor Rate Table), as such have otherwise been amended from time to time, are hereby deleted in their entirety and replaced with the versions of Exhibit B-1 (SOUTHERN CALIFORNIA EDISON COMPANY 2019 GOALS & SBCCOG BUDGET FOR SBCCOG) and Exhibit B-2 JOINT FULLY BURDENED LABOR RATE TABLE attached to this Eighth Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement. A new Exhibit B-3 (SOUTHERN CALIFORNIA GAS COMPANY 2019 GOALS & SBCCOG BUDGET for SBCCOG), as attached to this Eighth Amendment, is incorporated herein by reference and made a part of the Agreement. The Parties acknowledge and agree that if a Commission decision or order alters the amount approved for the 2019 Program budget(s), as set forth in Exhibits B-1 and

B-3, SCE and SCG shall amend Exhibit B-1 and B-3 to reflect the approved 2019 Program Budget in any such Commission decision or order, in accordance with Section 30 of this Agreement.

8. This Eighth Amendment may be executed in one or more counterparts and delivered by electronic means, 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.
9. General. From and after the Eighth Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this Eighth Amendment. In the event of any conflict between the Agreement, as amended, and this Eighth Amendment, this Eighth Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this Eighth Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Eighth Amendment to be executed by their duly authorized representatives as of the Eighth Amendment Effective Date.

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS:**

**By:** \_\_\_\_\_

**Name Printed: Britt Huff**

**Title: Chair**

**Date:** \_\_\_\_\_

**SOUTHERN CALIFORNIA GAS COMPANY:**

**By:** \_\_\_\_\_

**Name Printed: Sharon Tomkins**

**Title: Vice President, Customer Solutions and Communications**

**Date:** \_\_\_\_\_

**SOUTHERN CALIFORNIA EDISON COMPANY:**

**By:** \_\_\_\_\_

**Name Printed: Jill C. Anderson**

**Title: Vice President, Customer Programs and Services**

**Date:** \_\_\_\_\_

**EXHIBIT B-1**

**SOUTHERN CALIFORNIA EDISON COMPANY 2019 GOALS & SBCCOG BUDGET FOR SBCCOG**

<b>Budget Category</b>	<b>2019 Budget and Goal <sup>(1)</sup></b>
<b>Administrative</b>	<b>\$ 6,700</b>
<b>Marketing &amp; Outreach</b>	<b>\$ 5,400</b>
<b>Direct Implementation<sup>(2)</sup></b>	<b>\$ 129,983</b>
<b>Partner Budget Total Not To Exceed</b>	<b>\$ 142,083</b>
<b>Technical Assistance<sup>(3)</sup></b>	<b>\$ 61,875</b>
<b>Energy Savings (kWh)</b>	<b>1,459,446</b>
<b>Demand Reduction (kW)</b>	<b>314</b>

Footnotes:

(1) Budget and Savings Goal are subject to be revised or provided upon CPUC Approval for the funding year. budget and Savings Goal are subject to be revised or provided upon CPUC Approval for the funding year.

(2) Direct Implementation includes Technical Assistance but not include Strategic Plan and Incentives.

(3) Technical Assistance fund is administrated by SCE for SCE approved T/A projects.

(4) Reported savings are the value used to align partner goals with SCE goals. The values are also used to determine budget based on the budget metrics tool and whether or not savings goals are met.

(5) Reported Savings Calculation:

To determine reported savings, multiply the gross savings value by the realization rate. Depending on the methodology used to determine savings, the following scenarios will apply:

- Any project that utilizes workpaper values to determine savings (i.e. Express, Direct Install, Midstream) must use a realization rate of 1.0. The reported savings and gross savings will match.
- Any project that utilizes the calculated approach to determine savings (i.e. Custom, RCx, New Construction) must use a realization rate of 0.9. The reported savings will be 90% of the gross approved savings for these projects.

(6) If the Energy Division selects a project for the Ex Ante Review process, the savings and realization rate will be determined by the Energy Division.

**EXHIBIT B-2**

**Joint Fully Burdened Labor Rate Table**

The rates in below table are fully burdened (see footnotes) and serve as maximum billing rates for actual costs incurred for each labor title.

<b>Position</b>	<b>Fully Burdened Rates</b>
<b>Senior Consultant</b>	\$225
<b>Executive Director</b>	\$180
<b>Deputy Director</b>	\$135
<b>Administrative Officer</b>	\$105
<b>Senior Project Manager</b>	\$107
<b>Project Manager</b>	\$84
<b>Environmental Services Analyst III</b>	\$94
<b>Environmental Services Analyst II</b>	\$78
<b>Environmental Services Analyst I</b>	\$62
<b>Administrative Assistant</b>	\$51

Footnotes:

- (1) Fully burdened hourly rates set forth herein which include all related cost including, but not limited to, actual wages, statutory payroll and other taxes, employee benefits, insurance, overhead (administrative salaries, secretarial and other clerical salaries, furniture leases, entertainment, telephone system base charge, fax, library research, office leases/rents, and landscaping services, office supplies, postage, reproduction costs and profit, as applicable.
- (2) Any reimbursable expenses, including any and all subcontractor expenses, shall be reimbursed at actual cost **without markup**. All reimbursable expenses require written approval, in advance, by the SCE Representative referenced in this contract.
- (3) For avoidance of doubt, the fully burdened hourly rates apply to TEC's staff and Contractors, as applicable.

**EXHIBIT B-3**

**SOUTH BAY COUNCIL OF GOVERNMENTS and SOUTHERN CALIFORNIA GAS  
COMPANY PARTNERSHIP**

**2019 PROGRAM BUDGET and ENERGY SAVINGS GOALS**

<b>2019 Energy Savings Goals (Gross Therms)</b>	
2013 – 2018	60,000 Therms
2019	10,000 Therms
TOTAL	70,000 Therms

<b>Total Authorized 2019 Budget</b>		
<b>Budget Category</b>	<b>2013-2018</b>	<b>2019</b>
<i>Administrative</i>	\$82,000	\$14,250
<i>Marketing</i>	\$80,000	\$14,250
<i>Direct Implementation</i>	\$438,000	\$71,500
<i>Incentive<sup>(1)</sup></i>	\$60,000	\$15,000
<b>TOTAL</b>	<b>\$660,000</b>	<b>\$115,000</b>

Note: (1) Incentive is a part of SCG Core Program's Incentive Budget. The incentive level is \$1.00 per therm for calculated measures or 80% of the equipment cost, whichever is the lesser of the two. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs.

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# South Bay Cities Council of Governments

December 10, 2018

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

RE: No Cost Time Extension for Siembab Corporation re: Regional Broadband Network Initiative

## 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. The Steering Committee has been delegated the authority by the Board of Directors to take action on time critical and administrative items.

## Background

Siembab Corporation has a Task Order with the SBCCOG to provide professional services to support the Regional Broadband Initiative for \$20,000. It currently expires December 31, 2018. Staff is requesting a no cost extension to June 30, 2019.

## **RECOMMENDATION**

Extend work for Siembab Corporation on the Regional Broadband Initiative to June 30, 2019 at no additional cost.

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MEMORANDUM OF AGREEMENT  
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND  
THE CITY OF GARDENA

FOR COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED  
INTEGRATED MONITORING PROGRAM (CIMP) FOR THE DOMINGUEZ CHANNEL  
WATERSHED MANAGEMENT AREA

This Agreement is made and entered into as of November 28, 2018, by and between the South Bay Cities Council of Governments (SBCCOG), a California Joint Powers Authority, and the City of Gardena, a municipal corporation ("Permit Holder").

RECITALS

1. For the purposes of this Agreement, the term "PERMITTEES" shall mean the Cities of Los Angeles, Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and the Los Angeles County Flood Control District (LACFCD) and the County of Los Angeles (County).
2. The U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System Permit (MS4) as a large MS4 pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2.
3. The Regional Board adopted National Pollutant Discharge Elimination System MS4 Permit Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit).
4. The MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit.
5. The MS4 Permit identified the PERMITTEES as MS4 PERMITTEES that are responsible for compliance with the MS4 Permit requirements pertaining to the PERMITTEES collective jurisdictional area in the Dominguez Channel Watershed Management Area.
6. The PERMITTEES elected voluntarily to collaborate on the development of a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Dominguez Channel Watershed Management Area as identified in Exhibit A of this Memorandum of Agreement (MOA) to comply with all applicable monitoring requirements of the MS4 Permit.
7. The United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez

Channel and the Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxic Pollutants TMDL”).

8. The Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System (“NPDES”) permit holders, requiring organization and cooperation among the PERMITTEES.
9. The PERMITTEES manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip).
10. The PERMITTEES desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by preparation and implementation of the CIMP
11. The PERMITTEES prepared the CIMP, and the SBCCOG has also retained the City of Los Angeles (CITY) to conduct the monitoring and reporting required by the CIMP.
12. For purposes of this Agreement the term “Consultant” shall refer to the CITY.
13. On December 11, 2015 Regional Board approved the CIMP.
14. The mission of the SBCCOG is to allow its members to act collaboratively and focus on improving the environment. As part of its mission and to help its members implement the CIMP for the Dominguez Channel Watershed Management Area, the SBCCOG entered into a MOA with the PERMITTEES to administer the monitoring contract with the CITY and invoice the PERMITEES for the monitoring services.
15. The City of Gardena is an Individual MS4 permit holder who is not a PERMITTEE but has indicated a desire to participate in the CIMP implementation for individual permit compliance.
16. The PERMITTEES authorized the SBCCOG to enter into individual separate MOAs with such individual MS4 permit holders (PERMIT HOLDER; who shall not have voting rights in any group relating to the PERMITTEES) for CIMP Implementation cost sharing purposes only.
17. The Permit Holder desires to obtain monitoring data collected as part of the CIMP Implementation.
18. The role of the SBCCOG is to invoice and collect funds from the Permit Holder to cover its portion of the costs for CIMP Implementation.
19. The Permit Holder and the SBCCOG are collectively referred to as the “PARTIES.”

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth

herein, the PARTIES do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this MOA is for the Permit Holder to cost share in the CIMP Implementation.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to achieve the purposes of this MOA.

Section 4. Voluntary Nature. The PARTIES voluntarily enter into this MOA.

Section 5. Binding Effect. This MOA shall become binding on SBCCOG and the Permit Holder.

Section 6. Term. This MOA shall commence on September 1, 2018 and shall expire on February 28, 2019 unless terminated earlier pursuant to the provisions of Section 11 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

Section 7. Role of the SBCCOG.

- (a) The SBCCOG shall invoice and collect funds from the Permit Holder to cover a portion of the costs of hiring and paying the CITY to implement the CIMP.
- (b) The SBCCOG shall administer the CITY'S contract for implementation of the CIMP by contracting with and paying the CITY.

Section 8. Financial Terms.

- (a) The Permit Holder shall pay forty-four thousand (\$44,000) dollars to the SBCCOG in exchange for specific monitoring data from the CIMP Implementation as follows:
  - i. Sediment chemistry, sediment toxicity, and benthic infauna data from the 2018 Regional Bight Program (station B18-10397 only)
  - ii. Fish tissue bioaccumulation data from the Dominguez Channel Estuary (2018 only)
- (b) The SBCCOG will retain a fee of 10% (\$4,000) for their services. The remaining amount (\$40,000) will be credited towards the PERMITTEES cost of implementing the CIMP.
- (c) The Permit Holder's payment is due upon execution of this MOA.
- (d) Upon receiving an invoice from the SBCCOG, the Permit Holder shall pay its invoice to the SBCCOG within thirty (30) days of the invoice's date.

(e) The Permit Holder will be delinquent if its invoiced payment is not received by the SBCCOG within forty-five (45) days after the invoice's date. The SBCCOG will follow the procedure listed below: 1) verbally contact the representative of the Permit Holder; and 2) submit a formal letter from the SBCCOG Executive Officer to the Permit Holder at the address listed in Section 12 of the MOA. If payment is not received within sixty (60) days of the invoice date, the SBCCOG may terminate this MOA. However, no such termination may be ordered unless the SBCCOG first provides the Permit Holder with thirty (30) days written notice of its intent to terminate the MOA. The terminated Permit Holder shall remain obligated to SBCCOG for its delinquent payment and any other obligations incurred prior to the date of termination. If the SBCCOG terminates this MOA due to the Permit Holder being delinquent in its payment, Permit Holder shall no longer be entitled to the monitoring data collected as part of the CIMP.

(f) Any delinquent payment by the Permit Holder shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent, provided that the interest shall not exceed any limit imposed by law.

#### Section 9. Independent Contractor.

(a) The SBCCOG is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOA. The SBCCOG's officers, officials, employees and agents shall at all times during the term of this MOA be under the exclusive control of the SBCCOG. The Permit Holder cannot control the conduct of the SBCCOG or any of its officers, officials, employees or agents. The SBCCOG and its officers, officials, employees, and agents shall not be deemed to be employees of the Permit Holder.

(b) The SBCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and Consultants performing services hereunder.

#### Section 10. Indemnification and Insurance.

(a) The Permit Holder shall defend, indemnify and hold harmless the SBCCOG and the PERMITTEES and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the SBCCOG and any Permittee) for negligent or intentional acts, errors and omissions committed by the Permit Holder or its officers, employees, and agents, arising out of or related to that Permit Holder's performance under this MOA, except for such loss as may be caused by SBCCOG's negligence or that of its officers, employees, or other representatives and agents other than the Consultant.

(b) SBCCOG makes no guarantee or warranty that the reports prepared by SBCCOG, PERMITTEES or its Consultant shall be approved by the relevant governmental authorities. SBCCOG shall have no liability to the Permit Holder for the negligent or intentional acts or omissions of Consultant. The Permit Holder's sole recourse for any negligent or intentional act or omission of the Consultant shall be against the Consultant and its insurance.

Section 11. Termination.

(a) Either party may terminate this Agreement without cause upon not less than thirty (30) days' written notice to the other party. The effective date of termination shall be upon the date specified on the notice of termination, or, in the event no date is specified, upon the thirtieth (30<sup>th</sup>) day following delivery of the notice.

Section 12. Miscellaneous.

(a) Permit Holder has been accepted as a participant in the CIMP Implementation and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to PERMITTEES. Participant status entitles Permit Holder only to the monitoring data as specified in Sections 8ai-ii collected as part of the CIMP Implementation.

(b) Notices. All Notices which the PARTIES require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the PARTIES may from time to time designate by written notice in the aforesaid manner:

To SBCCOG:

Jacki Bacharach  
SBCCOG Executive Officer  
20285 S. Western Ave., #100  
Torrance, CA 90501

To the Permit Holder:

Mr. Ed Medrano  
City Manager  
City of Gardena  
1717 West 162<sup>nd</sup> Street  
Gardena, CA 90247

(c) Amendment. The terms and provisions of this MOA may not be amended, modified or waived, except by a written instrument signed by all PARTIES and approved by all PARTIES as substantially similar to this MOA.

(d) Waiver. Waiver by either the SBCCOG or the Permit Holder of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the SBCCOG or the Permit Holder, to any breach of the provisions of this MOA shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOA.

(e) Law to Govern: Venue. This MOA shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The PARTIES to this MOA agree that the

general rule than an MOA is to be interpreted against the PARTIES drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this MOA is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOA shall not be affected thereby and this MOA shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

(j) Legal Representation. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this MOA on behalf of Permit Holder warrants and represents that he or she has the authority to execute this MOA on behalf of the Permit Holder and has the authority to bind Permit Holder.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
Britt Huff  
SBCCOG Chair

DATE: \_\_\_\_\_

PERMIT HOLDER  
City of Gardena

\_\_\_\_\_  
Ed Medrano  
City Manager



# South Bay Cities Council of Governments

December 10, 2018

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – November 2018

## 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 Action/Adaptation**

The Adaptation Planning Kickoff Meeting has been scheduled for December 13<sup>th</sup>. The agenda will include an overview of adaptation work and how it fits into city planning documents to comply with SB 379, as well as project timeline and next steps. The Climate Fellow has researched and recorded climate projections and exposures for the sub-region as an initial step in generating a Vulnerability Assessment for the South Bay. SBCCOG staff has developed and submitted a project proposal for the Caltrans Adaptation Planning Grant that will complement the Adaptation work currently underway. Several cities, including El Segundo, Gardena, Hawthorne, Hermosa Beach, Palos Verdes Estates, Redondo Beach, and Torrance provided letters of support for this proposal.

### **Energy Efficiency**

On November 29, city staff were recognized at our biennial Energy Efficiency and Energy Leader recognition luncheon. All but one city was in attendance. The program included SCE and SoCalGas executives and the SBCCOG Chair congratulated our cities for the great job they are doing to reduce electricity and gas usage through energy efficiency projects. In addition, Juliette Finzi Hart, PhD, U.S. Geological Survey, Pacific Coastal & Marine Science Center was the keynote speaker. Thank you to the City of Torrance who hosted the event at the George Nakano Theatre.

SBCCOG staff has been working with other partnerships, utility partners, and other agencies to try and secure future funding for incentive/rebates for local governments. SBCCOG staff has met with the CPUC Local Government Liaison and his new colleague, who both will try to assist with preserving local government energy efficiency measures. The next steps are to submit to SCE & SCG an intent to participate with 3rd Parties for program funding in 2020 and create a Factsheet on Local Government energy efficiency issues.

### Energy Efficiency Partnership Program – Southern California Edison (SCE)

**2018 Energy Saving Goal:** 1,245,812 kWh **2018 Status:** 1,674,798 kWh **GOAL EXCEEDED: by 134.4%**  
**2018 Demand Reduction Goal:** 43.21 kW **2018 Status:** 89 kW **GOAL EXCEEDED: by 205.6%**

SBCCOG staff, the energy engineer, and city staff developed a Request for Quotes (RFQ) for a bulk purchase of outdoor lighting. Several cities are trying to quickly install outdoor lighting before February 28, 2019 in

order to take advantage of an Edison incentive before the new time of use rates start March 19, 2019. The intent of the RFQ is to save cities staff time and help expedite the process while getting volume pricing discounts. Cities that are evaluating moving forward with the purchase include Carson, El Segundo, Gardena, Hawthorne, Inglewood, Manhattan Beach, Redondo Beach, and Torrance; however, any South Bay city can take advantage of this bulk purchase opportunity. The window for submitting bids closed on November 27, 2018 and 9 proposals were received. SBCCOG staff is reviewing the proposals, and bidders will be notified by December 4 if they met the criteria. Next SBCCOG staff will provide their findings to the cities for their consideration.

The South Bay continues to have a robust “pipeline” of projects specific to electricity (listed below). Note: if projects are in progress and are scheduled to be completed in 2019, Edison is committed to complete their funding obligations as long as the city also meets all of their project requirements. (Also, listed in the chart is each city’s Energy Leader Partnership (ELP) program status.)

City	Current ELP Tier Level	Energy Efficiency Measures (EEMs)	Estimated Completion Date	Estimated kWh savings	Estimated Incentive (\$)
Carson	Gold	Pool Pump VFD	Q4/18	51,758	\$11,646
		LED Streetlights	Q4/18	588,596	\$234,752
		LED Sports Lighters	Q2/19	733,452	\$124,687
El Segundo	Gold	Exterior LED Lighting	Q2/19	184,396	\$31,347
Gardena	Gold	Exterior & Interior Lighting	Q2/19	78,125	\$13,281
		Exterior & Interior Lighting	Q2/19	284,534	\$24,626
Hawthorne	Platinum	Exterior LED Lighting	Q2/19	194,254	\$38,851
Hermosa Beach	Platinum	Exterior LED Lighting	Q4/18	29,574	\$5,915
		LS-1 LED Streetlights	Q4/18	212,423	\$100,000
Inglewood	Platinum	Chiller VFD/HVAC Controls	Q1/19	238,000	\$63,645
		Exterior LED Lighting	Q2/19	477,067	\$81,101
		Elevator Motor-Generator Set	Q4/18	121,900	\$29,007
Manhattan Beach	Platinum	LED Sports Lighters	Q2/19	305,597	\$61,119
		Street lights (LS-1 to LS-2 conversion)	Q4/19	517,922	\$103,584
		Exterior LED Lighting	Q4/18	55,305	\$13,890
Palos Verdes Estates	Platinum	LED Lighting	Q2/19	33,739	\$7,240
Rancho Palos Verdes	Platinum	LED LS-1 to LS-2 Conversion	Q4/19	557,976	\$240,992
Redondo Beach	Gold	Exterior LED Lighting	Q2/19	381,513	\$64,857
		LED Lighting	Q1/19	42,311	\$7,193
Rolling Hills	Gold	LED Lighting	Q4/18	9,000	N/A
Torrance	Gold	Exterior LED Lighting	Q2/19	841,894	\$143,122
		LS-1 LED Streetlights	Q4/18	3,679,729	\$933,037
		Interior LED Lighting	Q2/19	837,954	N/A
		VFD & Pump Motor	Q4/18	172,003	\$29,240
		Interior LED Lighting	Q4/18	16,741	N/A
<b>Total</b>				<b>10,005,409</b>	<b>\$2,116,734</b>

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

**2018 Goal:** 10,000 therms **2018 Status:** 66,656 therms in pipeline awaiting SCG approval

Agency	Project	Therm Savings	Incentive
City of Inglewood	Replace 3 x boilers	10,800	\$16,200
City of Carson	Hemingway Park pool heaters	5,856	\$8,784
LAUSD	Pressureless steamers	50,000	\$75,000
Torrance USD	Pool heaters	TBD	TBD
Total		66,656	\$99,984

**SCE/SCG Strategic Plan Funding:** SBCCOG staff along with the Energy Engineer continue to work with cities on benchmarking facilities and identification of an energy management tool that can be used to help identify future energy efficiency projects. SBCCOG staff has been working with our utility partners to address data needs. Next steps will be to complete benchmarking in Dec. 2018 and Jan. 2019. Status of this work will be discussed at the next bimonthly EMWG meeting in Jan. 2019.

**HERO – PACE:** SBCCOG continues to promote PACE financing for homeowners. The spreadsheet below covers the activity from each South Bay members’ jurisdiction since the launch date through October 2018. Proceeds from HERO for 2018 Q3 = \$637.35. Proceeds for 2018 Q4 are expected in January 2019. Total since program start in 2014 = \$29,246.16. Payments to SBCCOG are based on HERO programs that are completed in the South Bay. Activity through October 2018 is listed below:

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created***	Energy	Water	Renewable	Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
Carson	5/23/14	21,478	1,982	1,298	\$91,129,818	738	\$19,039,044	172	1,245	71	185	433	4,592,879	1,124
El Segundo	5/23/14	4,227	54	45	\$7,715,419	25	\$639,286	6	30	6	8	18	168,929	41
Gardena	5/23/14	12,413	698	463	\$32,114,047	257	\$6,406,311	58	419	27	42	82	1,241,067	302
Hawthorne	5/23/14	11,772	549	391	\$30,867,765	225	\$5,100,661	46	352	12	42	79	1,148,243	279
Hermosa Beach	5/23/14	6,514	55	40	\$8,413,706	19	\$395,206	4	20	0	10	23	93,199	25
Inglewood	5/23/14	19,071	1,336	881	\$62,002,897	489	\$12,754,353	115	804	54	48	111	2,324,482	561
Lawndale	5/23/14	5,272	158	104	\$8,169,174	51	\$1,367,357	12	89	7	12	30	287,827	72
Lomita	5/23/14	4,619	115	93	\$8,855,153	48	\$1,187,680	11	77	6	14	39	325,422	80
Manhattan Beach	5/25/15	12,444	91	81	\$18,235,351	41	\$1,346,576	12	70	7	26	93	442,439	115
Palos Verdes Estates	5/28/15	5,123	38	34	\$7,516,281	10	\$527,780	5	16	3	4	11	78,276	20
Rancho Palos Verdes	5/23/14	14,837	217	192	\$31,037,532	88	\$2,457,061	22	138	6	20	71	690,053	167
Redondo Beach	3/24/15	20,477	189	155	\$20,585,717	79	\$1,561,997	14	115	3	18	37	445,647	109
Rolling Hills	5/23/14	706	6	6	\$1,631,678	2	\$119,637	1	2	0	0	0	995	0
Rolling Hills Estates	5/23/14	3,104	46	40	\$7,727,160	23	\$868,135	8	29	3	10	46	210,979	55
Torrance	5/23/14	37,971	738	599	\$64,815,610	335	\$7,740,791	70	478	32	106	258	2,075,398	513
<b>Total</b>		<b>180,028</b>	<b>6,272</b>	<b>4,422</b>	<b>\$ 400,817,308</b>	<b>2,430</b>	<b>\$ 61,511,877</b>	<b>554</b>	<b>3,884</b>	<b>237</b>	<b>545</b>	<b>1,332</b>	<b>14,125,835</b>	<b>3,463</b>

\* Eligible housing units based off Total Single Family Homes minus 5 units or more from the Department of Finance City/County Population and Housing Estimates, 1/1/2013.

\*\*\* 1 job for every \$117,000 invested.

**YGRENE – PACE:**

The SBCCOG also receives funding for Ygrene activities in the South Bay in return for promoting PACE. Ygrene payments to the SBCCOG for 2018 through Q3 are \$1,401.49 with a total of \$7,889.35 since 2016 when the program started. Payments to SBCCOG are based on Ygrene programs that are completed in the South Bay. Activity through October 2018 is listed below:

Jurisdiction	Jobs Created	Solar kW Installed	Gallons of Water Saved	Annual Gallons of Water Saved	Economic Stimulus	Lifetime CO2 Reduced or Abated (Mtons)	LifeTime kWh Saved	Annual kWh Saved	Annual CO2 Reduced or Abated (Mtons)
Hawthorne	3	0	0	0	\$540,735	260	1,544,966	50,350	8.46
Torrance	1	0	3,041,280	85,594	\$127,500	61	238,573	8,611	2.04
<b>Total</b>	<b>4</b>	<b>0</b>	<b>3,041,280</b>	<b>85,594</b>	<b>668,235</b>	<b>321</b>	<b>1,783,539</b>	<b>58,961</b>	<b>10</b>

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

CAGBN - The SBCCOG team continues to conduct outreach and work with businesses to achieve certification for programs in Torrance and Hawthorne. During the month of November, SBCCOG staff was able to certify three businesses that had previously been at the participant (Tier 1) level - two businesses in Torrance and one business in Hawthorne.

As businesses are certified in the CAGBN, they also become GBAP participants. GBAP by city: Torrance (41), Lawndale (26), Hawthorne (18), 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 **190** businesses in the program as of the end of November 2018.

**Water Conservation**

West Basin Municipal Water District Programs (West Basin) Contract year is Sept. 1, 2018 through June 30, 2019\*

*\*The West Basin contract is for 10 months to align with the SBCCOG July 1 – June 30 fiscal year.*

Task 1. Educational Outreach Support

Exhibit Events

*Contract goals:* 100 exhibit events, presentations, etc.

*Status of goal:* 26 exhibit events, presentations, etc.

Water Bottle Filling Station Program

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

*Status:* West Basin has continued the funding of this program. Public sites are eligible to install two (2) water bottle filling stations for the same Tax ID # (changed from only one allowed in previous funding cycle). SBCCOG staff reached out to the City of Lawndale, and there are plans to apply in the coming months. For this program year, currently, 10 grants have been awarded – City of Carson at City Hall and Veterans Park; City of El Segundo Recreation Park and El Segundo High School; City of Inglewood Darby Park and Environmental Charter Middle School; Lennox at 2 elementary schools in the Lennox School District; City of Hawthorne at City Hall. In the City of Lomita, there are 2 pending applications. SBCCOG staff will focus efforts over the next few months Gardena, Hermosa Beach, Manhattan Beach, Redondo Beach, PVE, RPV, RH, and RHE.

Task 2. Support for Workshops & Events

Educational Classes

*Contract goals:* minimum of 5 and a maximum of 8

*Status of goals:* 2 completed; 2 scheduled

SBCCOG staff worked in conjunction West Basin staff to schedule the Landscape Transformation classes (new MWD class offering). A class was held in Redondo Beach on November 15<sup>th</sup>. Two 2 additional classes are scheduled for January and March 2019.

Rain Barrel Giveaway

*Contract goal:* 5

*Status of goal:* 1 completed; 3 scheduled

The first rain barrel event was held on November 17<sup>th</sup> in Rolling Hills Estates; the next 3 rain barrel giveaway events will be in January, February, and March 2019. One additional event is to be scheduled in April.

Greywater Workshops

*Contract goal:* 5 workshops

*Status of goal:* 0 workshops completed

SBCCOG is working with West Basin staff to finalize locations and dates for the greywater workshops.

Task 3. Cash for Kitchens

*Contract goal:* target 200 commercial kitchens by Dec. 2019 this goal overlaps contract years

*Status of goal:* 56 water surveys completed; No surveys were conducted in the month of November.

Task 4. Disadvantaged Community (DAC) Water-Energy Initiative Program (Clothes-Washer)

*Contract goal:* provide outreach to DAC areas within West Basin's service area and provide free installation of 500 high-efficiency showerheads, 1,500 faucet aerators, and 500 clothes washers.

*Status of goal:* SBCCOG staff will be assisting West Basin with this program when it is rolled out in the next 2-3 months. West Basin is in the process of developing the application process and identifying a company to deliver the washing machines to qualified households. SBCCOG staff has been asked to continue to identify potential contacts.

Torrance Water Contract year is July 1, 2018 through June 30, 2019

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:* 6 CFLT/TR/Greywater classes completed. The next scheduled California Friendly Landscape Training class is in December, and SBCCOG staff and volunteers will be assisting. The City of Torrance hosted a rain barrel event on November 3<sup>rd</sup> and 600 rain barrels were given away to Torrance residents. Staff continues to promote Torrance efforts through the SBCCOG and SBESC media channels.

Task 2: Cash for Kitchens

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

*Status of goal:* 2 follow-up site visits completed.

Staff continues to identify kitchens in Torrance.

Water Replenishment District of Southern California (WRD) Contract year is March 21, 2018-June 30, 2019.

Ongoing promotion of WRD programs continues through the SBCCOG's information kiosk, e-newsletters, and other social media channels for the month of October.

Sanitation Districts of LA County (LACSD) Contract year is January 1-December 31, 2018

*Contract goals:* Schedule up to 5 Sanitation Districts-related presentations -**GOAL MET**

*Status of goals:* 3 have been completed (10/9/18, 11/01/18, and 11/05/18) and 2 have been scheduled (Dec. and Feb.).

Los Angeles Department of Water and Power (LADWP) Contract year is January 1-December 31, 2018

*Contract goals:*

- 8-12 targeted special exhibit events; *Status of goal:* 8 completed; SBCCOG staff plans to setup an exhibit at the San Pedro Farmers Market in December. - **GOAL MET**
- 1 training for SBCCOG Volunteers on LADWP programs; *Status of goal:* Training 3/15/18 - **GOAL MET**
- 6-8 commercial kitchens to be identified for water assessments and conservation training; *Status of goal:* 4 water surveys completed. SBCCOG staff continues to conduct outreach to LADWP restaurants.

**Transportation**

Vanpool Program (Contract period Feb. 1, 2013 – June 30, 2019)

Contract goals: 72 outreach events; 18 information/formation meetings

Status of goals: 275 outreach events - **GOAL MET**: 18 information/formation meetings - **GOAL MET**

In November collateral materials were distributed at 6 SBCCOG outreach events. SBCCOG staff continued outreach efforts to assist Wedgewood Real Estate Investment Company with vanpool formation. In addition, the SBCCOG’s outreach efforts on behalf of CSUDH’s Telework Research Study led to follow-up calls regarding vanpooling with 3 local companies.

Metro Express Lanes (MEL) (Contract period Aug. 1, 2015 – Jul. 31, 2019)

Contract goal: 30 outreach events; 2 presentations (This goal is dependent upon the availability of the mobile van).

Status of goal: 336 community events and 14 presentations completed. In addition, 28 SBESC e-newsletter articles have been facilitated by SBCCOG staff. - **GOAL MET**

SBCCOG continues to send multiple invitations and notices to Metro staff about future South Bay MEL events that would be at South Bay events through this Winter.

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

Workshops, Trainings, & Exchanges

The following chart provides an overview of all registration events held in November 2018:

Event Date	Event Name	No. Attended/No. of RSVPs	Marketing Info. (how did they hear about the Workshop)	Staff Lead
11/3/2018	Rain Barrel Distribution – Torrance (600 rain barrels distributed to 341 households)	341/451	Email: 180, Flyer: 51, Friend or Family: 70, Local Publication: 21, Social Media: 87, Website: 27, Other: 15	MS/GF
11/15/2018	Landscape Transformation Class – Redondo Beach	25/88	Community Org./Event: 3, Door Hanger: 5, Flyer: 12, Online Calendar: 1, Other Social Media: 8, Postcard: 1, SBESC Email: 32, West Basin Social Media: 4, West Basin Website: 13, Word of Mouth: 9	GF
11/17/2018	Rain Barrel Distribution – Rolling Hills Estates (400 rain barrels distributed to 228 households)	228/318	Community Org./Event: 28, Door Hanger: 39, Flyer: 56, Online Calendar: 2, Other Social Media: 46, Postcard: 2, SBESC Email: 90, West Basin Social Media: 21, West Basin Website: 15, Word of Mouth: 19	ML/EC
11/17/2018	Turf Removal Class – Torrance	41/69	Email: 31, Flyer: 25, Friend or Family: 7, Local Publication: 2, Social Media: 1, Website: 3	CY

Outreach Events

In November:

- 1 presentation
- 1 business event

- 4 residential workshops

Calendar year-to-date through 2018:

- |                       |                            |                     |
|-----------------------|----------------------------|---------------------|
| • 43 community events | • 5 SCE Seminars           | • 3 employee events |
| • 7 business events   | • 11 residential workshops |                     |
| • 14 presentations    | • 3 networking opportunity |                     |

## Media

### Social Media

- SBCCOG -- Totals for Social Media (SBCCOG) (*top tweet – right*)
  - Twitter: 170 followers total, 822 impressions\* month of November
  - Facebook: 82 likes total, 43 impressions month of November
- SBESC -- Totals for Social Media (*top tweet – right*)
  - Twitter: 542 followers total, 3,200 impressions\* month of November
  - Facebook: 731 likes total, 289 impressions month of November
  - LinkedIn: 122 followers total, 38 impressions month of November

*\*Impressions: the number of times a post has been viewed*

**Top Tweet** earned 211 impressions

Make sure to get out and [#vote](#) tomorrow!  
[ow.ly/IIINO30mvoz](#)

🔗 1 ❤️ 2

**Top Tweet** earned 514 impressions

Turn the temperature on your water heater down... [ow.ly/Oapr30mvp58](#) [#greentip](#)  
[#EcoMonday](#)

🔗 1 ❤️ 1

### Press Releases/Press Interviews/Articles/Network TV

“2018 Holiday Light Exchange,” Daily Breeze, November 2018

### **Volunteer Program**

*Status of Program:* 37.00 hours for November 2018; 2018 thus far = 968.35 hours; *Grand total* as of 10/31/18: 18,698.78 (starting April 2008)

The SBCCOG held the annual Volunteer Reception on November 15 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.

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# South Bay Cities Council of Governments

December 10, 2018

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director  
John Jones, Director, Torrance Community Services Department

RE: **Measure A--Safe, Clean Neighborhood Parks & Beaches Protection Measure of 2016 Fund Allocation**

As the Los Angeles Board of Supervisors has yet to approve the final Measure A Report, I wanted to provide the South Bay City Council of Government Membership an update on the next steps for the Measure A Final Report. I have been alerted that the Final Measure A Report will be presented to the Board of Supervisors for consideration and action at their Board Meeting at 9:30 AM on Tuesday, January 8, 2019. This final report is currently available on the Los Angeles County Regional Park and Recreational District Web Site at [RPOSD@lacounty.gov](mailto:RPOSD@lacounty.gov) as well as the Board of Supervisor's website under Correspondence.

As you are aware last March 2018 I brought before the SBCCOG Board a concern that the Measure A Implementation Committee consisted of a large percentage of Non-Profit Organizations or CBO's and a much smaller representation of municipal agencies. This concern highlighted that the Implementation Committee is recommending a carve-out or targeting of funds within the Competitive Grant Funds in the amount of approximately 30% so that only 70% of the remaining funds would be distributed between all agencies who did not qualify as having High or Very High Need Study Areas. This action is not following the initial intent of Measure A that was overwhelmingly approved by the voters in Los Angeles County in 2016, as the intent was that 100% of the funds within the Competitive Grant Areas would be provided to the most deserving individual projects within Los Angeles County. Unfortunately, this Measure A Final Report is following the same concept and has included as a recommendation to the Board of Supervisors an approximate 30% carve-out or targeting of funds that I have highlighted in my summary notes below.

Given that the Board of Supervisors plan to review this Measure A Final Report on January 8, 2019, I am again providing a draft letter for your consideration that can be sent to the appropriate Los Angeles County Board of Supervisor District Representative by December 20, 2018. (See Attached) It is my understanding that the Board of Supervisors can bring a motion forward to make changes to any of the recommendations within the Measure A Final Report, and I am certain that there will be a many Non-Profit Organizations or CBO's attending the January 8, 2019 Board of Supervisor Meeting to speak on their own behalf.

With regard to the pending litigation, I have been informed that the litigation is moving forward, as there was a hearing at the Appellate Court the week of November 12<sup>th</sup>, which will be followed by a decision (1-2 months) then the final decision called a remitter (1-3 months). If the decision is not in favor of RPOSD/County I was informed that they will pursue a request for review from the State Supreme Court (estimated to take an additional 4-12 months).

Lastly, for ease of review of the Measure A Final Report, I am providing you the draft summary of Administrative and Grant Requesting policies for Measure A that are being recommended for adoption by the Board of Supervisors below:

### ***Administrative Policies***

#### **Consumer Price Index Updates**

- The Measure A special tax rate shall be automatically adjusted every two years to the maximum rate allowed by the Consumer Price Index Update formula.
- The Board may, in any given year, choose to adjust the tax rate to a rate less than the maximum.

#### **Bonding**

- Measure A authorizes RPOSD, at its discretion, to issue bonds secured by the special tax revenues to finance grants.
- RPOSD shall work with the responsible County Departments to determine the appropriate conditions and timing for bond issuance.

#### **Countywide Neighborhood Parks Needs Assessment Maintenance**

- The neighborhood park inventory data shall be updated by all park agencies annually. Verifying and updating data is required to remain in Good Standing.
- The Neighborhood Park Need by Study Area Map shall be published periodically with updated neighborhood park inventory and U.S. Census population data.
- The Countywide Neighborhood Park and Recreation Needs Assessment (NPNA) shall be updated every 8 to 10 years and shall contain at a minimum the metrics used in the 2016 Countywide Parks Needs Assessment and updates of the study areas' neighborhood park need levels.
- The Regional Recreation, Beaches, Rural Areas, and Open Space Assessment shall be conducted to inventory existing public recreational lands and amenities from the regional perspective and determine the needs of the many diverse geographical areas of the County. The results of the assessment will inform the project planning and selection for competitive grants. The assessment will be conducted soon and updated every 8 to 10 years.

#### **Board of Supervisors Designated Park Projects**

- The Board shall allocate two (2) percent of Measure A annual revenue for County priority projects, with each Supervisorial District receiving one-fifth of the annual amount.

- The funds may be committed to grants for eligible projects annually or may accumulate.
- Supervisorial Districts may choose to combine their available funds to jointly award grants for eligible projects.

### **Sharing Funds**

A public agency receiving annual allocations under the Community-based Park Investment Program and Neighborhood Parks, Healthy Communities, & Urban Greening Program may consider sharing funds across Study Areas of its own or of adjacent jurisdictions provided that:

- The funds will be expended on a specific project or projects that are eligible for Measure A funds.
- The agency initiating the request demonstrates to RPOSD’s satisfaction that all Study Area(s) involved will benefit from the sharing of funds and resulting project(s).
- RPOSD determines that the proposed sharing of funds will result in timely completion of the park project(s); and
- The governing body of each public agency has authorized the sharing of funds for a specific project or projects.

### **Nonprofit Maintenance and Servicing Allocations**

- Eligible nonprofit organizations that own and/or operate parklands may apply for M&S funds annually, following the established procedures and requirements for M&S funds, including any subsequent updates.
- A city, the county, or a joint powers agency may assign a portion or all of its unexpended M&S funds to a nonprofit or other public operating agency to maintain a project funded by RPOSD. The duration of this assignment must also be defined.

### **Good Standing**

- Good Standing will be required of all grantees to have payment requests processed and receive any grant funds from RPOSD.
- Good Standing is achieved and maintained when a grantee maintains compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A.

## ***Grant Requesting Policies***

### **Project Types**

Each competitive grant program will make funding available for project types that could occur in and/or serve High and Very High Need Study Areas.

### **Evaluation Criteria**

Each competitive grant program will include a “Level of Need” evaluation criterion. This criterion will consider whether a project or program

- serves or benefits residents of High or Very High Need Study Areas;
- offers the greatest regional benefits or serve the greatest regional need, such as in rural areas of the County; or

- provides services to and/or recruits most of its participants from High or Very High Need Study Areas.

### **Long-Range Planning**

Measure A-funded projects will be consistent with each Study Area’s long-range park planning documents, such as a parks master plan, community plan, or other adopted planning document (such as the Countywide Neighborhood Parks and Recreation Needs Assessment).

### **Community Engagement**

RPOSD will require appropriate, thorough, and timely community outreach and engagement for all projects funded by Measure A to ensure inclusion, input, and support from the public.

### **Monitoring and Correction**

RPOSD will consistently monitor, track, and if necessary, adjust the administration of both competitive funding and annual allocations to ensure that the goals of Measure A are being met.

### **Technical Assistance**

RPOSD will provide technical assistance to potential applicants and grantees throughout the stages of the grant process to ensure that barriers to applying for, receiving, and administering funding are reduced, and that the goals of Measure A are being met.

### **Targeting Funds**

The portion of funds to be targeted from the Competitive Grant Funds is initially set at 30 percent that will be designated for projects in High or Very High Need Study Areas. This percentage will be evaluated periodically and may increase or decrease in future years based on the evaluation of metrics tracked by RPOSD, such as for funds and competitive grant proposals. This would affect the following programs:

- Natural Lands, Local Beaches, Water Conservation and Protection Competitive Grants;
- Regional Recreation, Multi-use Trails and Accessibility Competitive Grants; and
- Acquisition-Only Grants

(INSERT CURRENT DATE)

Supervisor Mark Ridley-Thomas  
Supervisor, 2<sup>nd</sup> District  
Los Angeles County Board of Supervisors  
500 W. Temple Street, Room 866  
Los Angeles, CA 90012

**RE: Measure A--Safe, Clean Neighborhood Parks and Beaches Protection Measure of 2016**

Dear Supervisor Ridley-Thomas:

As a member of the South Bay Cities Council of Governments, the **(INSERT YOUR AGENCY NAME)**, respectfully requests your support to ensure Measure A competitive grant funds match the intent of the voters and to fund as many projects as possible throughout Los Angeles County.

Measure A asked voters to continue their support for local parks, beaches, open space, and water resources by approving an annual parcel tax of 1.5 cents per square foot of development for recreational improvements in Los Angeles County.

The 45 member Steering Committee broadly represented community interests throughout the County. However, the Cities charged to implement the improvements are represented by only a few seats on the Committee. During the competitive grant discussions, the Steering Committee recommended a total of 30% of the competitive grant funds be set aside for High Need and Very High need areas. This funding set aside does not provide fair and equal opportunities for funding within each of our communities. Measure A's language does not call for weighting competitive grants in this manner. The voters approved Measure A to address needs within their own community.

Since there is high need in every community, this request asks you to consider changing the funding set aside favoring high and very high need areas to application scoring based on the need and condition of the project itself and its impact to that community.

The opportunity to improve the entire county is diminished using High and Very High Need application scoring. Our agency is concerned that the intent of Measure A is being changed beyond the intent of the voters.

**(INSERT JOB TITLE AND SIGNATURE)**

Cc: Jane Beesley, Regional Parks and Open Space District

(INSERT CURRENT DATE)

Supervisor Janice Hahn  
Supervisor, 4<sup>th</sup> District  
Los Angeles County Board of Supervisors  
500 W. Temple Street, Room 822  
Los Angeles, CA 90012

**RE: Measure A--Safe, Clean Neighborhood Parks and Beaches Protection Measure of 2016**

Dear Supervisor Hahn:

As a member of the South Bay Cities Council of Governments, the **(INSERT YOUR AGENCY NAME)**, respectfully requests your support to ensure Measure A competitive grant funds match the intent of the voters and to fund as many projects as possible throughout Los Angeles County.

Measure A asked voters to continue their support for local parks, beaches, open space, and water resources by approving an annual parcel tax of 1.5 cents per square foot of development for recreational improvements in Los Angeles County.

The 45 member Steering Committee broadly represented community interests throughout the County. However, the Cities charged to implement the improvements are represented by only a few seats on the Committee. During the competitive grant discussions, the Steering Committee recommended a total of 30% of the competitive grant funds be set aside for High Need and Very High need areas. This funding set aside does not provide fair and equal opportunities for funding within each of our communities. Measure A's language does not call for weighting competitive grants in this manner. The voters approved Measure A to address needs within their own community.

Since there is high need in every community, this request asks you to consider changing the funding set aside favoring high and very high need areas to application scoring based on the need and condition of the project itself and its impact to that community.

The opportunity to improve the entire county is diminished using High and Very High Need application scoring. Our agency is concerned that the intent of Measure A is being changed beyond the intent of the voters.

**(INSERT JOB TITLE AND SIGNATURE)**

Cc: Jane Beesley, Regional Parks and Open Space District

# South Bay Cities Council of Governments

March 12, 2018

TO: SBCCOG Transportation Committee  
FROM: Jacki Bacharach, Executive Director  
RE: Park Bond Measure A – Use of Funds

## Adherence to Strategic Plan:

*Goal B: Member Regional Advocacy.* Advocate for the interests of the South Bay.

## BACKGROUND

At the January Board of Directors meeting, Torrance Community Services Director John Jones requested that the SBCCOG send a letter and ask our cities to send a letter to our county supervisors about the criteria being considered for allocation of Park Bond Measure A competitive funds. The Board agreed and the attached letter was sent as well as sending a request to cities to do the same.

Subsequent to the SBCCOG taking this position, I received a phone call from the Social Justice Learning Institute Executive Director D'Artagnan Scorza. This is an organization in the City of Inglewood that we have worked with on some of our projects. Dr. Scorza stated that he is expressing the concern of other community organizations who were not happy with the SBCCOG's letter. He agreed to send me further information which is what follows:

*Thank you for your interest in additional background information on Measure A. Please let me know if the below provides you with what you need, or if there is anything else that would be useful.*

- *From 2015-2016, LA County undertook a countywide comprehensive Parks and Recreation Needs Assessment, which divided the county into 188 study areas and used specific metrics to assess each area's park need. Each area's park need is characterized as Very High, High, Moderate, Low, or Very Low, resulting in the [map on PDF p.7](#).*
- *Measure A is a voter-approved countywide parks and open space funding measure developed and passed after the Parks Needs Assessment. Revenue is based on a parcel tax of 1.5 cents per square foot of development, which amounts to approximately \$96 million per year.*
- *The Measure A expenditure plan divides funds into seven spending categories.*
  - *50% of all revenue will be directly allocated back to each study area, based on population.*
  - *13% of all revenue will be directly allocated to High and Very High Need study areas.*
  - *14% of all revenue will be general competitive grants. Within this pot, 30% of general competitive grant funding will be set-aside for the High and Very High Needs areas, per a recommendation by the Measure A Implementation Steering Committee. This set-aside amounts to only 4% of all Measure A revenue.*
- *The current Measure A competitive grant program draft scoring criteria proposes extra points for proposals in High/Very High Need areas and the weighting of level of need in scoring. The steering committee (the 45 member governance structure to guide Measure A implementation guidelines) is leaning in this direction to encourage proposals from high and very high need*

*study areas (not to exclude excellent projects from other parts of the County) but in keeping with one of the fundamental principles of the Measure overall which is to make some countywide progress eliminating stark disparities in park access by reducing the intensity and frequency of "very high need" study areas in the County.*

**Key points:**

- *10 SBCCOG member cities and unincorporated areas are considered in Very High or High park need and would benefit from the emphasis on need. Very High Need: Inglewood, Hawthorne, Lawndale, Unincorporated Lennox, Unincorporated West Athens-Westmont and High Need: Gardena, Carson, North Torrance, Unincorporated Alondra Park, Unincorporated West Carson*
- *Half of all Measure A funding goes right back to the cities based on a population calculation.*
- *Even though the set-aside for High/Very High needs areas is 30% of general competitive grants, that amounts to just 4% of all Measure A funding (\$4.1 million). In total, only 17% of Measure A (\$16.4 million) is targeted to High/Very High needs areas.*
- *The competitive grant scoring criteria are still in draft form, and there is strong interest among many Measure A Implementation Steering Committee members in ensuring that scoring criteria address needs based on the Parks Needs Assessment.*
- *Additionally, scoring criteria to demonstrate a project's multiple benefits, including health, environment, and public safety/gang reduction (per the ballot language) are being considered, so strong proposals, regardless of location, can score well.*
- *Measure A is designed to leverage other state and local funding sources; we all want a program that positions the whole region to do well.*
- *Inequality hurts growth, according to multiple economic analyses, which make the case that equity should be at the heart of local planning because the entire region will profit. Equity is not a special interest; it is a common one. (Source: [USC "Measures Matter," 2018](#))*

*Thank you for all that you do to improve the lives of people living in and visiting Inglewood. I hope the information provided above is useful. Let me know if you need anything further.*

*Best Regards,*

*D'Artagnan Scorza, Ph.D.*

*Executive Director, Social Justice Learning Institute*

**RECOMMENDATION**

Review information provided and decide if any additional action should be taken.





**Bill Brand**  
Mayor

415 Diamond Street, P.O. BOX 270  
Redondo Beach, California 90277-0270  
www.redondo.org

tel 310 372-1171  
ext. 2260  
fax 310 374-2039

November 7, 2018

The Honorable Ted Lieu  
House of Representatives  
5055 Wilshire Boulevard, Suite 310  
Los Angeles, CA 90036

RE: Noise and safety concerns (emanating from Hawthorne Municipal Airport, LAX, Long Beach Airport and Torrance Airport) adversely affecting the South Bay Cities as a result of recently adopted (FAA) Federal Aviation Agency - NextGen SoCal Metroplex flight paths.

Dear Congressman Lieu:

On October 16 and November 6, 2018, the City of Redondo Beach received and filed reports on noise issues as a result of increasing air traffic which heavily impacts our neighborhoods and residents. On behalf of myself, the Redondo Beach City Council and our residents, I strongly urge the FAA to re-evaluate and modify the NextGen Flight path guidelines that have been implemented over the highly populated South Bay Cities since the adoption of the SoCal Metroplex system.

We understand that the FAA began implementing the SoCal Metroplex in a phased approach starting in November 2016; that the project encompasses a broad region including local airports; and that it replaces conventional air traffic control systems with new satellite-based procedures with the intended purpose of improving the safety, efficiency, and reliability of the National Airspace System.

The FAA states that it “*complied with the requirements of the National Environmental Policy Act and prepared an environmental assessment (EA) of the Southern California Metroplex project area*” and the FAA asserts that “***The EA found that the proposed project would cause no significant impacts to people, historic properties, parks or other applicable environmental resources; and, implementing the project will not significantly affect noise, energy, climate and air quality emissions in the study area.***”

Although a public comment period for the Draft EA was open for 120 days and the FAA conducted 11 public workshops, none took place in Redondo Beach. The lack of outreach to Redondo Beach or community engagement with our residents by the FAA has created adverse impacts on the quality of life in our vibrant community.

Some of the City's main concerns with the expanded use and flight plan changes emanating from Hawthorne Municipal Airport, LAX, Long Beach Airport, and Torrance Airport are as follows:

**1. Increased noise resulting from a greater number of flights in compressed areas flying lower over homes, schools and parks.**

We have been contacted by local residents from Redondo Beach and neighboring cities concerned about the significant increase in flights over densely populated areas that were not pre-existing flight paths prior to these changes. Noise abatement guidelines are not being followed or enforced due to "Voluntary" status or aircraft operators are choosing to ignore them. The flight paths and low altitudes are extremely disruptive to the health and wellness of our residents.

**2. Increased environmental impacts from jet pollution and particulate matter create long-term health issues such as asthma, respiratory & cardiac disease, and sleep disruption.**

The Hawthorne Municipal Airport currently operates 24 hours a day. The expansion of their private charter Jet Center coupled with the potential additional traffic as a result of Santa Monica airport's closure and the new Inglewood Stadium will create a dramatic increase in operations. Furthermore, the redirected LAX, Long Beach or Torrance Airport operations are causing an unprecedented increase in low altitude flight paths over the South Bay. Use of the Hawthorne Airport facility or any neighboring airport should not come at the cost of the peaceful enjoyment of neighboring cities' residents.

The City of Redondo Beach hopes that the Hawthorne City Council will consider its influence on and strive to enforce Fly Quietly guidelines as well as work with the FAA towards improving local operational guidelines that can mitigate the disruptions experienced by surrounding communities.

We request that you and other elected representatives advocate to the FAA for the re-evaluation of the negatively impacting NextGen Flight paths, updated noise abatement guideline responsibilities (i.e. not voluntary but enforceable), mitigate unnecessary low altitude aircraft noise, and encourage courtesy hours of operations such that our local airport operations cease to have detrimental impacts on the health and well being of your constituents.

Sincerely,



William Brand  
Mayor  
City of Redondo Beach

CC: Honorable Maxine Waters, U.S. House of Representatives, 43<sup>rd</sup> District  
Honorable Ben Allen, California Senate, 26<sup>th</sup> District  
Honorable Al Muratsuchi, California Assembly, 66<sup>th</sup> District  
Honorable Mayor & City Council, City of Hawthorne

**South Bay Sub-Regional  
E-Bike/Scooter Pilot Project  
DRAFT Process**

**Model**

**Part 1:**

- Identify Cities that are interested and willing to be part of Sub-Regional Pilot Program
- SBCCOG Administration of the pilot in cooperation with the cities
  
- Based on Bike/Scooter Guidelines draft Sub-regional RFP that would provide:
  - o Common selection criteria for Regulatory/Operating/Permitting across all pilot program cities
  - o Common selection of operators across all pilot program cities
  - o Defined timeline for the pilot program
  - o Scalability for the addition of other cities and/or other operators after the pilot phase is complete
  - o Formalize the working group for on-going review and administration of program
  - o All decisions to be collective
    - SBCCOG to function in the Administrative Capacity
    - Cities to have jurisdiction on enforcement issues
  
  - o It appears that the test market for this would be:
    - El Segundo
    - Manhattan Beach
    - Hermosa Beach
    - Redondo Beach
    - Hawthorne?
  
  - o City Action(s): Cities that “opt-in” would pass a “City Resolution” that designates:
    - SBCCOG as the lead and responsible agency for the selection process
    - City Staff to participate in the selection process
    - *Additional resources for the SBCCOG to facilitate this process??*
  
  - o SBCCOG Action: The SBCCOG Board would formally approve the process for a Sub-Regional Pilot Project. SBCCOG would:
    - Work with City Staff (TAC) to use the Bike/Scooter Guidelines to create an RFP Process for the selection of operators across the pilot cities
    - Issue the RFP including:
      - “Administrative Contract” with the SBCCOG”
    - Select (with the pilot cities’ staff) operators for the program

## Part 2:

- City Action(s):
  - Cities that would pass a “City Resolution” that recognizes selected vendors to participate in the pilot program
  - Notices or designates “city specific” riders for operating within their jurisdictions
- Roll Out
- Review

### Timeline:

#### January:

- City Staff to report back to their Councils in January with this plan
- From this meeting: Council Resolutions approving this plan

#### February:

- Draft and Issue RFP

#### March:

- Select Vendors
- Draft “City Specific Resolutions/Permitting/Contract Riders

April/May: Pilot Program Begin

Monthly Advisory/Review Meetings (this is on-going anyway)

October: SBCCOG/Cities Pilot Program Report

October/November: Formal Program



# South Bay Cities Council of Governments

December 10, 2018

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

RE: CPUC Wildlife Mitigation Plan Comments

*Goal B: Regional Advocacy - Advocate for the interests of the South Bay.*

## Background

The California Public Utilities Commission has asked cities to provide comments on proceeding dealing with Investor Owned Utility Wildlife Mitigation Plans by December 15. Palos Verdes Estates City Manager Tony Dahlerbruch asked if the SBCCOG could provide comments on behalf of all of the cities.

Rolling Hills Estates City Manager and Chair of the City Managers' Group, Doug Prichard, sent an e-mail to all of the city managers asking if they wanted to provide comments. No other responses were received.

The comment from the Palos Verdes Estates City Manager was as follows:

*The Peninsula is a Very High Fire Safety Zone so the CPUC discussion is relevant to us. Assuming that we'd bleed into other cities in a fire scenario and/or call on mutual aid, it could be a regional issue.*

*I have repeatedly heard frustration that SCE spends lots of money replacing, raising, and upgrading their overhead lines but won't use the money instead to underground those lines. Moreover, not only does it take forever to underground, they charge a lot of money. Maybe we could advocate that the CPUC require SCE with its telecom counterparts to underground or have them give cities the option of applying and supplementing their replacement and upgrading money for undergrounding. Another thought...Change the rules for Rule 20A and Rule 20B to make the funds eligible for undergrounding anywhere (not just in certain circumstances like along arterials).*

*Brainstorming...SCE will hack and top trees that get close to lines. I'm not aware they do much else. Maybe SCE could be compelled to work with and contribute to cities and our Fire Departments to provide fire safety weed abatement, tree replacement and in general, landscape management. For example, we have aged big trees that are some of the worst in a fire (pine, eucalyptus and palms). If we had more \$\$, we might be able to replace them with young, different (more fire resistant) trees or have a more aggressive trimming program, thus thinning and replacing the existing ripe fuel for a fire.*

*Finally, I recall that SCE has been resistant to having transformers underground, preferring to have them high on a pole. I believe the CPUC may have given the utility the authority in this matter. Maybe the CPUC in High Fire Safety Zones could require all transformers to be underground at SCE's expense.*

RECOMMENDATION

Develop a letter for the SBCCOG to send using the points that are raised above and circulate it to the City Managers for their comments before submission on December 15.



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
www.cacities.org

November 27, 2018

Michael Picker, President  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102

Submitted via email: [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)

**RE: Proceeding R. 18-10-007 Wildfire Mitigation Plans**

Dear President Picker,

The League of California Cities® appreciates the opportunity to comment on proceeding R. 18-10-007 regarding investor-owned utilities (IOUs) wildfire mitigation plans. Californians rely on energy for basic services and on energy providers to get it to us safely. We appreciate the leadership of the California Public Utilities Commission in addressing the increasingly devastating and destructive wildfires California has faced in recent years.

Local governments across California have long been at the forefront of wildfire and disaster preparedness and response. With the trends of increasing wildfire severity, strengthening safety, and other policies to protect against these disasters are critical.

**The League requests that IOUs coordinate with local agencies in their service territory when developing wildfire mitigation plans.**

New utility wildfire mitigation plans will have numerous direct effects on local governments, including receipt of notifications, recloser and deenergizing protocols, plans for restoring service, and vegetation management. Specifically, protocols for deenergizing utility lines have important effects on residents, businesses, and city operations. In response to power outages, cities respond by changing traffic signals, a labor-intensive transition that requires city staff time. Local governments are also likely to be affected by any changes in vegetation management procedures and would appreciate the opportunity to work with utilities on changes to such policies. Furthermore, cities and other local governments would like the opportunity to coordinate with utilities to ensure notice is provided to hospitals, businesses, and residents that rely on electrical service.

For these reasons, we request the Commission consider our request that utilities coordinate with local governments. Thank you for considering our comments. If you have any questions, please feel free to contact me at (916) 658-8250.

Sincerely,

A handwritten signature in blue ink that reads "Erin Evans-Fudem".

Erin Evans-Fudem  
Legislative Representative

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# South Bay Cities Council of Governments

December 10, 2018

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: Management Staff Services Contract

The SBCCOG's contract with Jacki Bacharach and Associates is scheduled to end on June 30, 2019. This contract provides for some of the SBCCOG's staff and management of the employees at the South Bay Environmental Services Center.

Because it is imperative that the SBCCOG have continuous staffing, the Steering Committee and Board should make a decision by the January meeting whether they want to solicit for proposals or re-negotiate with Jacki Bacharach and Associates.

A timetable for re-negotiation or solicitation and selection of the Executive Director and other SBCCOG staff should be approved so that there is no rush to decision at the end of the year.

Suggested timetables are as follows:

December Steering Committee

- Discuss whether to draft a Request for Proposal and/or start with a performance evaluation of the current staffing services.
- Start performance evaluation or preparation of RFP through appointment of a subcommittee

January Steering Committee

- Make a recommendation to the Board re: re-negotiating with existing provider or soliciting proposals

January Board meeting

- Approve Steering Committee recommendation
- If the RFP is the approach, begin circulation on February 4, 2019 to be due March 11, 2019
- If re-negotiation is the approach, invite Board members to provide comments for performance evaluation

February Steering Committee

- Finalize performance evaluation and request scope of work and cost from JB&A for next 3 years

February Subcommittee

- Review performance evaluation with Jacki Bacharach

March Subcommittee

- Proposals reviewed, references checked, interviews conducted.
- Scope of work and cost from Jacki Bacharach and Associates for next 3 years reviewed

April Steering Committee

- Receive and discuss the recommendation from the subcommittee for new firm OR JB&A. Request any further information before the Board meeting as well as making a recommendation to the Board

April Board meeting

- Receive and approve recommendation.

May Board meeting

- Contract approved for signature starting 7/1/19 or if there is a transition, starting 6/1/19 at ½ time for a one month

RECOMMENDATION

- Review process and schedule and determine how to proceed
- Select a subcommittee for whichever direction is approved



# JOIN THE SOUTH BAY'S HOMELESS COUNT

*Wednesday, January 23, 2019*  
*8:00-11:00 pm*

## Frequently Asked Questions

### *Why do we do the Count?*

To get the official statistics of what homelessness looks like in our communities. This data is used to bring needed services and housing to the South Bay.

### *Why is it conducted every year?*

To consistently measure our needs and progress toward ending homelessness.

### *How will I know what to do that night?*

You will be fully trained and provided with the materials you'll need upon arrival.

### *How old do I have to be?*

Volunteers conducting the count must be 18+ to participate.

*550 volunteers are needed to complete the  
one-night homeless count of the South Bay!*

Learn more & sign-up at:

[www.theycountwillyou.org](http://www.theycountwillyou.org)

<p><b>Inglewood</b> <i>Also covering West Athens</i> Civic Center 1 Manchester Ave.</p>	<p><b>Hawthorne</b> Calvary Presbyterian Church 13560 Hawthorne Blvd</p>	<p><b>Lawndale</b> <i>Also covering Alondra Park &amp; Del Aire</i> Harold E. Hofmann Community Center 14700 Burin Ave.</p>
<p><b>Gardena</b> 16206 S. Western Ave. Ste. E</p>	<p><b>Hermosa Beach</b> City Council Chambers 1315 Valley Dr.</p>	<p><b>Manhattan Beach</b> <i>Also covering El Segundo</i> Joslyn Community Ctr 1601 N. Valley Dr.</p>
<p><b>Redondo Beach</b> Anderson Senior Center 3007 Vail Ave.</p>	<p><b><i>Thank You for making our Count a success!</i></b></p>	<p><b>Carson</b> Juanita Millender McDonald Community Center 3 Civic Plaza Dr.</p>
<p><b>Torrance</b> Ken Miller Recreation Center 3341 Torrance Blvd.</p>	<p><b>Palos Verdes Cities</b> <b><i>(starting at 6:00pm)</i></b> <i>Covering all four cities</i> Church of Jesus Christ of Latter-day Saints 5845 Crestridge Rd, RPV</p>	<p><b>Harbor Gateway</b> Boys &amp; Girls Club 802 W. Gardena Blvd, Gardena</p>
<p><b>Harbor City</b> <i>Also covering Lomita</i> Kaiser Permanente 25825 Vermont Ave.</p>	<p><b>Wilmington</b> Providence Wellness &amp; Activity Center 470 N. Hawaiian Ave.</p>	<p><b>San Pedro</b> LAPD Harbor Station 2175 John S. Gibson Blvd.</p>



For a South Bay look at the persons found homeless during the last 2018 Count, please visit [sbceh.org](http://sbceh.org)  
For general information on the Greater Los Angeles Homeless Count, please visit [www.lahsa.org/homeless-count/](http://www.lahsa.org/homeless-count/)

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