

South Bay Cities Council of Governments

SBCCOG Board of Directors' Meeting
Thursday, October 25, 2012 @ 6:00 pm
South Bay Environmental Services Center
20285 Western Avenue
Torrance, California 90501

To assure a quorum, if you or your alternate representative *cannot* attend the meeting, please contact
SBCCOG Executive Director Jacki Bacharach @ 310-377-8987.
PLEASE NOTE: YOU CAN ALSO FIND SBCCOG AGENDAS ON OUR WEB SITE - www.southbaycities.org

The Board of Directors, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Written materials distributed to the Board within 72 hours of the Board meeting are available for public inspection immediately upon distribution in the SBCCOG/SBESC office at 20285 Western Avenue, Torrance, CA90501, during normal business hours.
Unless otherwise noted in the Agenda, the Public can only comment on SBCCOG related business that is within the jurisdiction of cities and/or items listed on the Agenda during the Public Comment portion of the meeting (Item #V). The time limit for comments is three (3) minutes per person. Before speaking to the Board, please come to the podium and state: Your name and residence and the organization you represent, if appropriate.

AGENDA

- I. **CALL TO ORDER & SALUTE TO THE FLAG (6:00 PM)**
Ralph Franklin, Chair
- II. **INTRODUCTIONS**
- III. **CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK**
- IV. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA**
- V. **COMMENTS FROM THE PUBLIC**
- VI. **CONSENT CALENDAR (6:05 pm)**
Matters listed under Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and considered separately.
 - A. **September Board Meeting Minutes (attachment) – Approve**
 - B. **Battery Electric Vehicle Program**
 1. **Battery Electric Vehicle contract with AQMD (attachment) – Approve pending sign-off by legal counsel**
 2. **BMW loaner vehicle agreement with AQMD (attachment) - Approve**
 - C. **Regional & South Bay PEV Readiness Planning - Task Order 1.3 – Siembab Corporation Master Agreement (attachment) – Approve**
 - D. **Energy Efficiency Program**
 1. **Amendment to GSE Solutions contract (attachment) – Approve**
 2. **First Amendment to the 2010-2012 SBCCOG Strategic Plan Strategies Program Contract & Amended Statement of Work (attachments) – Approve pending sign-off by legal counsel**

- E. **Resolution 2012-3 Endorsing Car2go Carsharing service in the South Bay** (*attachment*) - Approve
- F. **SCAG Facilities Agreement for Video Conferencing** (*attachment*) - Approve
- G. **Measure R Quarterly Report** (*attachment*) – Receive and file
- H. **Legislation of Interest** (*attachment*) – Receive and file

VII. **PRESENTATION**

- A. **LAX International Terminal Expansion Update** (6:10 pm)
 - 1. Michael Doucette, LAX staff
- B. **San Onofre Nuclear Generating Station** (6:30 pm)
 - 1. Hal Conklin, Executive Director Local Public Affairs, Southern California Edison

IX. **TRANSPORTATION REPORTS**

- A. Metro Report by Board member Pam O'Connor (6:50 pm)
- B. Service Council report by Ralph Franklin, Chair (6:55 pm)
- C. Measure R Oversight Committee Report (Jim Goodhart & Steve Lantz) (7:00 pm)
 - 1. Schedule of decisions re: SB funds if Measure J passes (*attachment*)

X. **SOUTH BAY ENVIRONMENTAL SERVICES CENTER UPDATES** (7:10 pm)

- A. Quarterly Report from SBESC Engineer Greg Stevens on City Projects (*attachment*)
- B. Update on programs and activities – Catherine Showalter
 - 1. Progress in Los Angeles County on Energy Upgrade program (*attachment*)

XI. **SBCCOG ISSUES AND REPORTS** – Jacki Bacharach (7:20 pm)

- A. SBCCOG Boundary (*attachment*) – **Approve**
- B. South Bay Sustainable Strategy
 - 1. LUV, BEV and other EV issues
 - 2. Economic Development activities
- C. Other items of interest
 - 1. Website redesign and update (*attachment*) – **Approve** authorization to negotiate
 - 2. Report on Legislative Breakfast

XII. **BOARD MEMBER ANNOUNCEMENTS** (7:40 pm)

XIII. **AGENCY REPORTS** (7:45 pm)

- A. League of California Cities (Jim Goodhart & Jeffrey Kiernan)
- B. South Coast Air Quality Management District (Judy Mitchell & Stan Myles)
 - 1. Local Government and Business Advisory Group (Jacob Haik)
- C. SCAG & Committees (Matt Horton)
 - 1. Energy and Environment (Judy Mitchell, Jeff Duclos)
 - 2. Transportation (Steve Diels, Dan Medina)
 - 3. Community, Economic, & Human Development (James Gazeley & James Butts)
 - 4. Regional Council (Judy Mitchell, Dan Medina, James Gazeley)
- D. Los Angeles Regional Water Quality Control Board Report (Mary Ann Lutz) (*attachment*)
- E. Santa Monica Bay Restoration Commission (Mike Gin/Jeff Duclos/Ellen Perkins)
- F. South Bay Cities City Managers' Association (David Biggs)
- G. South Bay Association of Chambers of Commerce (Susan Rhilinger)
- H. South Bay Workforce Investment Board (John Parsons)

XIV. **UPCOMING EVENTS & ANNOUNCEMENTS** (7:55 pm)

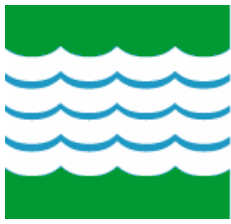
XV. **NOVEMBER SBCCOG COMMITTEE MEETINGS & WORKING GROUPS**

Consult web site for specific times and places – www.southbaycities.org

XVI. **ADJOURNMENT** in honor of Senator Mervin Dymally

Next Board meeting
&
Annual Volunteer Thank You Reception
Thursday, November 15, 2012

THIS PAGE LEFT INTENTIONALLY BLANK



SBCCOG MEETINGS: ATTENDANCE 2012

City	Mar-12	April-12	May-12	June-12	July-12	Aug- 12	Sept-12	
Carson	P				P	P	P	
El Segundo			P	P	P	P	P	
Gardena	P	P		P	P	P	P	
Hawthorne	P	P	P	P			P	
Hermosa Beach	P		P			P		
Inglewood	P	P	P	P	P	P	P	
Lawndale	P		P	P	P	P		
Lomita	P	P	P	P	P	P	P	
Los Angeles	X	X	X	X	X	X	X	
Manhattan Beach	P			P	P	P	P	
Palos Verdes Estates	P	P	P	P	P	P	P	
Rancho Palos Verdes		P	P	P	P	P	P	
Redondo Beach	P	P	P	P	P	P	P	
Rolling Hills	X	X	X	X	X	X	X	
Rolling Hills Estates	P	P	P	P	P	P	P	
Torrance	P	P	P	P	P	P	P	
County of Los Angeles			P	P	P		P	

P: present

X: inactive (missed last 3 in a row)

Inactive Membership is automatically re-instated by attending a meeting

Number of Active Agencies	15	15	15	15	15	15	15	
Quorum Required (50% +1)	8	8	8	8	8	8	8	
Number of Agencies Attending	12	9	12	13	13	13	13	

THIS PAGE LEFT INTENTIONALLY BLANK

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
THURSDAY, SEPTEMBER 27, 2012
SOUTH BAY ENVIRONMENTAL SERVICES CENTER THEATER
20285 S. WESTERN AVENUE, 1ST FLOOR, TORRANCE, CA 90501

CALL TO ORDER – INTRODUCTIONS

Chair Franklin called the SBCCOG Board of Directors meeting to order at 6:00pm.

In attendance were the following voting members:

Julie Ruiz-Raber, Carson	Ellen Perkins, Palos Verdes Estates
Suzanne Fuentes, El Segundo	Jim Knight, Rancho Palos Verdes
Dan Medina, Gardena	Pat Aust, Redondo Beach
Olivia Valentine, Hawthorne	Judy Mitchell, Rolling Hills Estates
Ralph Franklin, Inglewood	Susan Rhilinger, Torrance
Jim Gazeley, Lomita	Dan Rosenfeld, LA County SD2
David Lesser, Manhattan Beach	

Other Elected Officials:

Matt Kilroy, Redondo Beach
Susan Seamans, Rolling Hills Estates

Also in attendance were the following persons:

Stan Miles, AQMD	Sabrina Bornstein, SBCCOG
David Biggs, Carson	Marcy Hiratzka, SBCCOG
Walter Rosenkranz, Daimler	Rosemary Lackow, SBCCOG
Ann Garten, El Camino College	Lisa Rodriguez, SBCCOG
Mike Bohlke, MTA Director O'Connor	Catherine Showalter, SBCCOG
Alan Patashnick, Metro	Steve Lantz, SBCCOG Consultant
Lan Saadatnejadi, Metro	John Parsons, SBWIB
Jacki Bacharach, SBCCOG	

CONFIRM POSTING OF THE AGENDA BY THE CITY OF TORRANCE

Jacki Bacharach confirmed that the agenda was properly posted in the City of Torrance.

ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA – Addition of Item # D to Consent Calendar

PUBLIC COMMENT

CONSENT CALENDAR

- A. August Board Meeting Minutes (*attachment*) – Approve**
- B. Resolution 2012-2 Urging Congress and the President to take action to avoid the Consequences of Sequestration (*attachment*) – Approve**
- C. MOU for Sub-Metering with El Segundo and Gardena (*attachments*) – Approve**
- D. Task Order #2 – Siembab Corporation Master Agreement (*attachment*) – Approve**

E. **4th Quarter Financial Report** (*attachment*) – **Receive and file**

F. **Legislation of Interest** (*attachment*) – **Receive and file**

MOTION by Board Member Aust, seconded by Board Member Rhilinger, to **approve** the Consent Calendar as submitted. No objection. So ordered.

PRESENTATIONS

Car2go in the South Bay

Walter Rosenkranz of Daimler introduced the automotive company's innovative personal mobility service program called Car2go. Daimler has Car2go programs all over the world and United States, and is considering the implementation of a car-sharing pilot program in the South Bay. For further information see www.car2go.com

In specific regards to the South Bay, primary and secondary research indicates a potential home area of approx. 40 square miles – not PVP or initially Carson or Inglewood. They would place approximately 300 vehicles here at the start of the program. Benefits include: ease parking pressure by facilitating public transit, alleviates concerns associated with the “last mile” of a commute, increased mobility may increase revenues to local businesses, reduction of carbon footprint. Board Member Aust asked who pays metered parking, the customer, or Car2go? Mr. Rosenkranz answered that members do not have to feed meters if the city has an agreement with Car2go (the program will reimburse the city.) Board Member Valentine asked what the general response from the South Bay was thus far. Jacki Bacharach said that Manhattan Beach, Hermosa Beach, Hawthorne, Gardena, El Segundo, Torrance, Lawndale, Lomita, and Redondo Beach have met with her to discuss this. Everyone sees the possibilities so now we just need to coordinate. The SBCCOG also was met with its legal counsel to work out a generic agreement for participating cities to sign with car2go. The South Bay Sustainable Strategy and the strategy's transportation component targets the secondary vehicles in each household. This program could advance those goals. Board Member Lesser asked how long the vehicles are usually parked in metered areas and Mr. Rosenkranz said that metered parking has proven to be high turn-over areas. Users do not seem to stay parked there for long periods of time. Board Member Lesser also asked if Car2go can guarantee that a member will NOT be stranded, should they take public transportation and need a car waiting for them upon arrival at a station. Mr. Rosenkranz said that there is no guarantee that a car will be available. After using the system a few times, members learn where to park and find a car. Chair Franklin asked if the vehicles must stay on a main street instead of a residential street and Mr. Rosenkranz said that members ending their trips do not have to necessarily park the vehicles on main streets for other members. There are several ways to find an available vehicle: use the Car2go phone system application, book your reservation online so the vehicle is yours for a 15 minute grace period, call the call center to find where the available vehicles are since they all have GPS devices in them. Parked vehicles that are already reserved will have signage displaying that they are not for use by another. Board Member Fuentes asked about ending a trip and parking in private lots. Mr. Rosenkranz said that members must not park in private lots. Vehicles must be parked in a public right-of-way or in designated business lots that Car2go has an agreement with. Members who do this are subject to a fee, should the vehicle need to be relocated by Car2go. Board Member Lesser remarked that he anticipates pushback from Manhattan Beach constituents, since the city has so few parking spaces, not to mention the street-sweeping schedule. He also asked what the sustainable case is that Car2go can make. Mr. Rosenkranz said that the vehicles are less than 9 feet long, and gave an example from the program in Washington DC. He said that turnover is so great in DC and many of the residents there are members, so this problem does not exist there. The more people that use the system, the more people give up their personal cars. Members must park in any legal street space, but not loading areas. If drivers get a ticket, the driver is accountable. Chair Franklin asked if people can steal the vehicles and Mr. Rosenkranz said a thief may break into the vehicle, but will not be able to start the engine without a pin number. Once a member reports a stolen vehicle, Car2go will deactivate it remotely. Board Member Valentine asked how Car2go staff conveys the program's rules to their members. Mr. Rosenkranz said that when a person registers, they are required to read the rules before completing registration, there is a laminated sheet of rules in each vehicle, and Car2go sends a monthly e-newsletter to its members. Board Member Mitchell commented that San Diego's program is an all-electric fleet and wondered if that would be possible for the South Bay. Mr. Rosenkranz said that it comes down to the charging infrastructure, and if the region can support it. Jacki Bacharach concluded by announcing next steps: Councilmembers need to talk to their city staff about this. The SBCCOG cannot enter into a partnership with Car2go; each city must do that on its own and the SBCCOG will help facilitate. Cities who wish to participate in the pilot will have to talk about uniform

practices. If South Bay cities adopt resolutions by the end of January 2013, the SBCCOG will announce this at its General Assembly in February, and have a vehicle there! If the South Bay shows other car sharing companies that the South Bay cities can do this as a unit, we can attract more interesting program opportunities for our constituents.

Climate Action Planning in the South Bay

Sabrina Bornstein, Environmental Program Analyst at the SBCCOG, presented the status of the work plan and timeline of Climate Action Plans for all the SBCCOG member cities. The SBCCOG has already completed each city's GHG inventories from 2009-11 (municipal operations and community-wide emissions). And now, cities are being encouraged to set targets for reducing GHG emissions as we work with them to develop their individual Climate Action Plans. These plans will address as appropriate: Extreme weather patterns, increased temperatures, coastal erosion, rise of sea level, and local economics are all impacts on the South Bay as a result of GHG emissions. CAP benefits: local control, reducing severity of impacts and improving resiliency, emergency preparedness, cost-effective and efficient, econ development, leveraging resources and sharing best practices. There are grant opportunities for cities with CAPs in place. The SBCCOG is following ICLEI's 5-milestone process. Ms. Bornstein will be sending the CAP identified staff in each city a workbook, or "menu," of strategies. Water issues will be incorporated into the strategies. Next steps: schedule meetings to set GHG emission targets for each city; city staff need to review their strategies for existing practices and possible future direction. Board Member Knight commented that Rancho Palos Verdes has been promoting energy efficiency to save taxpayers' money, and asked if the city should redirect/redefine the work to encompass climate change? As a practical matter, Board Member Knight finds that constituents are more open to implementing municipal energy efficiency measures when they are told it will save taxpayers' dollars rather than being told it will help prevent climate change. Ms. Bornstein suggested using the energy efficient rebates to start a dialogue between the city and its residents. She suggested adding another component to the energy efficiency improvements, as opposed to changing the motives behind the improvements.

Review of Ballot Measures (attachment) – APPROVE

Jacki Bacharach reported that the SBCCOG Steering Committee recommended to NOT adopt any position except on Measure E El Camino Collegel Bond Measure (support). Ann Garten, Community Relations Director at El Camino College, addressed the Board in support of Measure E. She announced that the Board of Trustees of the El Camino Community College District recently approved Measure E, a \$350 million facilities bond extension, to be placed on the November 2012 ballot. Measure E is an extension of El Camino College's first-ever facilities bond, approved by voters in 2002. Much progress has been made in the past 10 years, but a bond extension is needed to complete the facilities upgrades needed at the 65-year-old Torrance-area campus. This bond will help El Camino College make safety, technology, and energy-saving improvements to its campus. Supporting this Measure will also allow local students early enrollment.

MOTION by Board Member Mitchell, seconded by Board Member Perkins, to **approve** the recommendation of not taking a position, except to **support** Item E. Ayes: 13; Nays: 0; Abstain: 0. So ordered.

TRANSPORTATION REPORTS

Metro Report by Board member Pam O'Connor

Mike Bohlke, Deputy to Director O'Connor, reported the following:

At the Sept 27 MTA Board Meeting, a motion was approved by Supervisor Knabe to:

1. Instruct the CEO to report back during the next MTA Board meeting cycle in October 2012 on what it would take to "accelerate" completion of the Green Line to LAX/Airport Metro Connector Project, with or without Measure J, for construction completed and in revenue service by 2018, on a timeline that complements both the Crenshaw Corridor Light Rail Project and the South Bay Green Line Extension Project, which are connected to and share the Green Line Corridor;
2. Identify and recommend a strategic implementation framework and action plan that includes project and funding alternatives, and options for working with LAWA, as well as local, state, and federal partners, to fund and implement the Green Line to LAX/Airport Metro Connector Project on an accelerated schedule;
3. Identify and recommend advocacy efforts with relevant federal agencies (FTA, FAA, etc) to better coordinate and streamline the federal review process, including resolving any road blocks to project funding, implementation and acceleration;
4. Report back on any relevant comments that may be submitted to LAWA by Metro in response to the LAX SPAS DEIR public review process; and
5. Return to the Board in the October 2012 Board Meeting cycle to present the report and recommendations

for consideration and discussion by the full Board.

On Sept 26, the SBCCOG sent a letter to the MTA Board Office and Board Members (cc: Art Leahy), supporting this. Supervisor Knabe is trying to get the City of LA and LAWA to respond quicker, and appreciated the support of the SBCCOG. Construction will perhaps begin in 2018. Other updates from Mr. Bohlke included: Relinquishment of Park and Ride lots from Caltrans to MTA- Caltrans expects MTA to take responsibility for hazardous property (past and present issues) that MTA will inherit once MTA owns the lots. Jacki Bacharach asked MTA to prepare a fact sheet for the SBCCOG's Legislative Briefing on Oct 11. This is an historic problem with Caltrans; they make MTA address the problem before they officially relinquish the property, in order to be free and clear of liability caused by hazardous materials. This affects the Harbor Gateway Transit Center, as MTA is in the process of acquiring it from Caltrans. This is delaying the relinquishment process.

Service Council report by Ralph Franklin, Chair

Chair Franklin reported that the South Bay Service Council is concerned about certain station name changes (i.e.: Willowbrook/Rosa Parks). He announced that the Metro EZ transit pass, a monthly pass good for local travel on 24 different public transit carriers throughout the Greater Los Angeles region, is planning to go paperless as it leaps onto the TAP (Transit Access Pass), L.A. County's new fare payment system. The EZ pass will be loaded onto the durable plastic card contain a smart chip that enables riders to buy and electronically load Metro passes, participating regional and local transit line passes, electronic cash, or any combination of the three. Chair Franklin also reported that on Aug 30, the service council had a meeting with Art Leahy. MTA is taking no position on Measure J on the November ballot. If the voters approve it, MTA will move forward on full funding. Chair Franklin also stated that the heightened increase of suicidal issues (in front of buses and trains) has caused MTA to take specific precautions to abate this. He also said that 600 new buses will be added to MTA's fleet, with a life expectancy of 12 years.

Measure R Oversight Committee Report

Jacki Bacharach said that if Measure J passes and the South Bay cities want to accelerate a rail project, we can borrow against our highway funds, and vice versa. MTA is asking for a TIFIA loan and the South Bay is mentioned in there, and she wanted to make it publicly known that the SBCCOG did not make that request; MTA did. If Measure J passes, the SBCCOG decide if we do want to be included in January 2013.

1. **Policy on Matching SBHP Funds for Metro Call for Projects (attachment) – APPROVE** Jacki Bacharach reported the recommendation from the SBCCOG's Measure R Oversight Committee:

South Bay Measure R Subfunds will provide up to 100% of the minimum local match required in each modal category of the 2013 Call for Projects Application Package for South Bay applications that meet the eligibility requirements of the CFP and Measure R Subfund. Lead agencies are strongly encouraged to apply for Call for Projects funding for any candidate project that has a total cost of \$1 million for a Regional Surface Transportation Improvement or Goods Movement Improvement project or that has a total project cost of \$500,000 for any project in another category. The SBCCOG will place a first priority on use of the Measure R Subfunds available each year to provide the "local" match for approved Call projects. Projects that are not awarded Call for Projects funding will be considered for Measure R Subfunds in the biannual update of the SBCCOG SBHP Implementation Plan once Call for Projects funding commitments have been met. Lead agencies are strongly encouraged to define the limits and scope their project to be able to fully fund their anticipated costs using the Subfund local match, Call for Projects match and any additional available funding.

MOTION by Board Member Perkins, seconded by Board Member Ruiz-Raber, to **approve** the Measure R Oversight Committee's recommendation of using as described. Ayes: 13; Nays: 0; Abstain: 0. So ordered.

2. **Selection of the SB Call Project candidate projects (attachment) –** Steve Lantz said that projects not awarded in the call are secondary candidates. The policies leverage South Bay Measure R funding 35% subfunds and 65% call funds.
3. **Policy on Delegation of Authority (attachment) – APPROVE** Jacki Bacharach reported that this policy as described in the attachment will help clarify delegation of authority more specifically and guide committee deliberations and public understanding of the decision making process for South Bay Measure R matters.

MOTION by Board Member Perkins, seconded by Board Member Ruiz-Raber, to **approve** the Measure R Oversight Committee's Recommended SBHP Delegation of Authority Policy as submitted. Ayes: 13; Nays: 0; Abstain: 0. So ordered.

SOUTH BAY ENVIRONMENTAL SERVICES CENTER UPDATES

Catherine Showalter reported that Southern California Edison has allowed the SBESC to hold a holiday light exchange out of its office in Torrance in November. She also reported that the SBESC will be holding 2 solar thermal workshops with the Southern California Gas Company in the future. There will be rebate check presentation to the City of Lawndale for recent energy efficiency efforts. Interviews for the SBESC's Transportation Environmental Services Analyst position will take place next week.

SBCCOG UPDATE AND COMMITTEE REPORTS

A. South Bay Sustainable Strategy Jacki Bacharach announced that the SBCCOG's Local Use Vehicle pilot program was selected as an AQMD Clean Air Award Winner for 2012 in the category of Innovative Transportation Projects.

1. **LUV, BEV and other EV issues** Jacki said the BEV contract process is taking longer than originally anticipated and the SBCCOG is waiting for the AQMD legal department to sign the contract. She also said that Wally Siembab is working with cities on their charging infrastructure, and so far, Manhattan Beach has shared its staff report which she encouraged. Jacki remarked that SBCCOG staff will be attending upcoming SCAG committee meetings .
2. **Economic Development activities** Jacki said that the group decided that tourism would be their first focus. The next meeting for the Economic Development committee will be on Oct 25.
 - a. **Mission, Goals & Strategy (attachment) – APPROVE.**

MOTION by Board Member Ruiz-Raber, seconded by Board Member Valentine, to **approve** the formation of the South Bay Economic Development Directors' Roundtable and their mission, goals, and strategy as presented. Ayes: 13; Nays: 0; Abstain: 0. So ordered.

BOARD MEMBER ANNOUNCEMENTS

- Board Member Ruiz-Raber: Saturday, September 29 is the dedication of Carson's international sculpture garden.
- Board Member Knight: Terranea Resort won a 2012 SoCal Environmental Excellence Development SEED Award for landscaping
- Board Member Rhilinger: Torrance is finally closing its centennial year on Oct 28 at 10am-5pm. 40 food trucks will be at this event, and there will be a dove release at 4:30 at Wilson park.
- Board Member Medina: On Oct 6 Gardena will hold its Heritage Festival and Street Fair at city hall.
- Chair Franklin asked Steve Lantz to speak about the Project Management c5-session course that is being offered to City Staff. Mr. Lantz reported that there are 40 participants and that they course is in its 3rd of 5 sessions.
- Chair Franklin had a town hall meeting last weekend, at which, Grace Farwell of the SBESC promoted Energy Upgrade California. Metro was also there to educate/sell the new transponders that are required for the 10 and 110 freeways' carpool lane access.
- Local newspapers from Gardena and Inglewood were distributed at this board meeting which featured articles about the SBCCOG and SBESC.
- Chair Franklin: On Oct 12-13, the space shuttle Endeavor will be passing through Inglewood. Special seating is reserved for all SBCCOG Board Members at 9am on Oct 13th at the Forum. Board Members need to let Chair Franklin know if they wish to keep or relinquish their seats ASAP.

AGENCY REPORTS

A. League of California Cities- Jacki Bacharach read Jeff Kiernan's report, as Mr. Kiernan was ill: SB 965 (Wright), which was supported by the League, was signed by Governor Brown. SB 965 clarifies that there is no prohibition on ex parte communications between members of the State Water Resources Control Board or the California Regional Water Quality Control Boards and the regulated

community in connection with specific permit proceedings, including those involving the issuance or modification of general storm water permits/. The legislation will help cities communicate with water boards as permits are in development. The League has also filed a lawsuit to overturn several provisions in AB 1484, the Redevelopment Budget Trailer Bill. In particular, the League is going after the expansion of powers to the Department of Finance and the clawback provisions (where the DOF can withhold a city's sales tax revenue in retaliation for what they consider to be inappropriate actions by a successor agency.) Still awaiting action by the Governor, SB 214 (Wolk), eliminates the 2/3rds vote threshold, which was in place for establishing an Infrastructure Financing District and for bonding against a city's sales tax in that district. This would give cities addition flexibility to build sewage treatment, watershed lands, flood management, libraries, child care facilities, recreation facilities, and facilities for the transfer and disposal of solid waste.

- B. South Coast Air Quality Management District-** Board Member Mitchell congratulated the SBCCOG on its Clean Air Award. Jacki Bacharach asked those who are interested in attending the awards ceremony at the Biltmore Hotel on October 12 to let her know. Board Member Mitchell submitted a written report, containing updates of SCAQMD activities.
- C. SCAG & Committees- Matt Horton** was not present
 - 1. Energy and Environment-** Board Member Mitchell mentioned the 2-year transportation bill that passed Congress in July. Under the agreement, federal transportation funding will continue at roughly \$54 billion a year, but this does not include the goods movement. Board Member Mitchell reported that this can be lobbied after November. She also said that SCAG is concerned about what may happen to the region with sequestration. Their General Assembly is scheduled for May 2-3, 2013, and they are co-hosting an economic summit at Bonaventure Hotel on December 6, 2012. Board Member Mitchell commented that this may be a good opportunity for the newly formed South Bay Economic Development Director's group to attend. Finally, Board Member Mitchell announced that the SBCCOG will be the first COG to receive video tele-conferencing capabilities.
 - 2. Transportation-** Board Member Medina reported that he was elected appointed to the Public Health RTP subcommittee
 - 3. Community, Economic, & Human Development-** no September meeting
 - 4. Regional Council-** Board Member Gazeley reported that the members of the Regional Council were at the League Conference that day, and there was no quorum for the meeting present
- E. Santa Monica Bay Restoration Commission-** No September meeting
- F. South Bay Cities City Managers' Association-** David Biggs reported that he is the new chair and he just completed his first year with the City of Carson. He said that pension reform and redevelopment are the main topics at these meetings. On October 9 there will be workshops on disillusion of redevelopment at the Carson Community Center. Mr. Biggs also spoke about the LA City and County Del Amo BI Measure R project- he would like to see that completed.

Board Member Mitchell distributed information about an upcoming event at USC that is being run by RHE Councilman Zerunyan. On October 12-13 2012, the Price School of Public Policy will hold its Local Leaders Program, bridging the gap between theoretical learning and real-life experience. Key topics will include Cost Management and Control, Global Supply and Demand, Housing Policy in the wake of Redevelopment, and the turnaround in California demographics. City Managers are specifically invited to attend this event.

- G. South Bay Association of Chambers of Commerce-** Board Member Rhilinger reported that the South Bay Business Hall of Fame Luncheon will take place on November 2 at the Ayres Hotel in Hawthorne.
- H. South Bay Workforce Investment Board-** John Parsons discussed SB1402 (Lieu) Economic Development: California Community Colleges Economic and Workforce Development Program. He said that the SBWIB is watching this bill closely as it moves forward. He also talked about the National Emergency Grant that the SBWIB was awarded (\$40 million) and how the SBWIB is also asking the State for additional funds for this same cause. This program has already served 40% of its enrollees (people who were laid off from specific firms during a specific time period.)

UPCOMING EVENTS & ANNOUNCEMENTS

- Jacki Bacharach announced the SBCCOG's quarterly Legislative Briefing/breakfast on October 11 at 8am in the SBESC Theater in Torrance. Anyone with issues they'd like to see on the agenda should let Jacki know. Board Member Fuentes requested that the issue of sequestration be brought up with Senator Feinstein's office at the Legislative Briefing, as her office has not taken a position on that yet.
- Jacki Bacharach announced that the CPUC Commissioners will be holding meetings in Irvine on Oct 24 and she would like to know which City Councilmembers are interested in attending to raise awareness about issues in the South Bay. In response to Jacki's request, Board Member Mitchell requested that the issue of electric vehicle overnight charging rates be discussed. Board Member Lesser also commented that the City of Manhattan Beach has been neglected regarding charging infrastructure, and he plans to be there.
- Jacki Bacharach announced that on November 15, the SBESC's 5th Annual Volunteer Recognition Reception will commence at 4:30. Please RSVP to Martha@sbesc.com

OCTOBER SBCCOG COMMITTEE MEETINGS & WORKING GROUPS

Consult web site for specific times and places – www.southbaycities.org

ADJOURNMENT

There being no further business, Chair Franklin adjourned the meeting in memory of former State Senator and Former Mayor of Inglewood, Edward Vincent, at 8:17 p.m. to Thursday, October 25, 2012, at 6:00 p.m.

Respectfully submitted,
Marcy Hiratzka
Recording Secretary

THIS PAGE LEFT INTENTIONALLY BLANK



**South Coast
Air Quality Management District**

Contract No. 13042
Standard

This Contract consists of 18 pages.

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the South Bay Cities Council of Governments (hereinafter referred to as "CONTRACTOR") whose address is 5033 Rockvalley Road, Rancho Palos Verdes, California 90275.

2. RECITALS
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
 - B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status which has a material impact on the CONTRACTOR's performance under this Contract.
 - B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
 - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
 - D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD's final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.

- E. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.
4. TERM - The term of this Contract is for thirty (30) months from the date of execution by both parties, unless further extended by amendment of this Contract in writing.
5. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 11. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
 - B. AQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
 - C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
6. INSURANCE
- A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
 - B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
 - C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.

- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
 - E. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. **The AQMD Contract Number must be included on the face of the certificate.**
 - F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.
7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against AQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
8. IN-KIND CONTRIBUTION - CONTRACTOR shall provide in-kind contribution in the amount of One Hundred Ninety Two Thousand Five Hundred Forty Five Dollars (\$192,545) for this project. If CONTRACTOR fails to provide this in-kind contribution, then AQMD reserves the right to renegotiate or terminate this Contract.
9. PAYMENT
- A. AQMD shall pay CONTRACTOR a fixed price of Three Hundred Twenty Thousand Dollars (\$320,000) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Benigna Taylor, Technology Advancement.
 - B. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD's sole judgment.
10. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
- A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.

B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

11. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Lisa Mirisola, Technology Advancement

CONTRACTOR: South Bay Cities Council of Governments
5033 Rockvalley Road
Rancho Palos Verdes, California 90275
Attn: Jacki Bacharach

12. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees. AQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify AQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

13. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.

- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
- D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
- E. Take at CONTRACTOR expense, but at AQMD's option and in any event under AQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such information by any person or entity not authorized under this Contract.
- H. Establish specific procedures in order to fulfill the obligations of this clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

14. PUBLICATION

- A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
- B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

16. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.
17. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
18. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
19. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
20. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
22. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
23. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
25. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

26. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, the AQMD shall not be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
27. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
 - B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
28. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from AQMD'S Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from AQMD.
29. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SOUTH BAY CITIES COUNCIL
OF GOVERNMENTS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name:
Title:

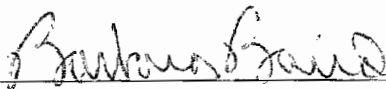
Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: 
//Standard Boilerplate
Last Updated: January 3, 2012

**ATTACHMENT 1
STATEMENT OF WORK FOR
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
(BATTERY ELECTRIC VEHICLE DEMONSTRATION PROJECT)**

Achieving federal and state clean air standards in Southern California will require emission reductions from both mobile and stationary sources beyond those expected using current technologies and strategies.

CONTRACTOR has demonstrated Neighborhood Electric Vehicles (NEVs) in their Local Use Vehicle (LUV) program with about 100 drivers and found that NEVs can provide on an average 26% of the total commuter trips and 23% to 33% emission reductions. Beginning in June 2009, the CONTRACTOR evaluated NEVs from several manufacturers for local applications. The LUV project is currently demonstrating six NEVs through 2012 by testing additional community applications such as retiree and multi-family residences and commercial uses, for a total AQMD cost of \$298,640.

Additional drivers have expressed interest in participating in a battery electric vehicle (BEV) demonstration project, and CONTRACTOR is interested in applying insight gained from demonstrating NEVs to this proposed BEV demonstration project. This demonstration will also provide data for further sub-regional planning co-funded by the CEC's AB 118 program.

New BEVs have longer range and higher top speed than NEVs, but are still range-limited compared to current passenger cars. BEVs may not fully recharge overnight on a regular 120-volt (Level 1) outlet, and drivers may want to charge faster, so this BEV project has more complex charging infrastructure logistics. The BEVs included in this proposed project are BMW ActiveE and/or mutually agreeable equivalent, Honda Fit, Ford Focus Electric, and Nissan Leaf. On June 1, 2012, the Board approved \$15,533 for a BMW ActiveE to be included in the demonstration project as a loan to SBCCOG. The AQMD lease is for two years. Since the AQMD lease agreement with BMW for the ActiveE will expire before the completion of SBCCOG's two-year demonstration period, AQMD will first attempt to extend the BMW ActiveE lease. If, however, extension of the lease is unsuccessful, AQMD will substitute a mutually agreed upon electric vehicle.

The plan for the demonstration is to rotate each of the four BEVs every one or two months over the two-year demonstration period to include a minimum of 48 participants. Participants will be selected from three regions of the CONTRACTOR, including the beach, inland, and peninsula communities, and will also include a mix of household incomes. CONTRACTOR will strive for a 50-50 split between single-family and multi-family residences.

Participants will be provided group driver training, including goals of the demonstration, vehicle operation, charging, data collection, other logistics, and vehicle use agreement. The BEV project is expected to take 30 months which will include set-up, data analysis, and reporting.

Task 1 – Acquire Fleet

- 1.1 CONTRACTOR shall order three BEVs (Honda Fit, Ford Focus Electric, and Nissan Leaf); arrange for a loan of a BMW ActiveE or mutually agreeable substitute from AQMD; order GPS monitoring equipment; and provide GPS receipts, a copy of the executed vehicle 2-year leases, and expected delivery date(s) to AQMD for the total price advance.

Task 2 – Develop Deployment Plan

- 2.1 CONTRACTOR shall develop a deployment plan and provide a copy to AQMD, including an initial list of at least 12 participants, with at least 4 participants that have executed contracts with the CONTRACTOR. The remaining 8 agreements will be submitted with the by-yearly rotation report.
- 2.2 CONTRACTOR shall survey participants, provide BEV training to participants, and invite AQMD representatives to any kick-off event, if arranged. CONTRACTOR shall provide a list of planned training dates, locations, and attendance numbers for each session.

Task 3 – Prepare Vehicles and Charging Infrastructure

- 3.1 CONTRACTOR shall ensure that all vehicles are registered, install a GPS unit on each vehicle, acquire four Level 2 EVSE (SAE J1772 connector), and provide EVSE receipts and evidence of liability insurance to AQMD.

Task 4 – Deploy All Vehicles

- 4.1 CONTRACTOR shall deploy all vehicles for a two-year demonstration period and provide a Deployment Memorandum to AQMD on the vehicle status to the AQMD Project Officer during the demonstration period. For the BMW ActiveE, the parties acknowledge that the demonstration period using the ActiveE may be less than two years if extension of the lease is unsuccessful. However, AQMD will substitute a mutually agreed upon electric vehicle to accommodate CONTRACTOR's two-year demonstration period.

Task 5 – Status Report 1

- 5.1 CONTRACTOR shall provide a status report as described in the Deliverables section of the contract.

Task 6 – Status Report 2

- 6.1 CONTRACTOR shall provide a status report as described in the Deliverables section of the contract.

Task 7 – Status Report 3

7.1 CONTRACTOR shall provide a status report as described in the Deliverables section of the contract.

Task 8 – Interim Report (First 12 Months of Demonstration)

8.1 CONTRACTOR shall provide an Interim Report to AQMD including a preliminary breakdown of project participant demographics by residence area (beach, inland, or peninsula), residence type (single-family, multi-family, or non-residential), infrastructure usage, travel patterns, and aggregate survey statistics, and recommend any mid-project modifications needed to complete the demonstration.

Task 9 – Status Report 4

9.1 CONTRACTOR shall provide a status report as described in the Deliverables section of the contract.

Task 10 – Status Report 5

10.1 CONTRACTOR shall provide a status report as described in the Deliverables section of the contract.

Task 11 – Draft Final Report

11.1 CONTRACTOR shall submit two copies of the draft final report as described in the Deliverables section of the contract.

Task 12 – Submit Final Report and Two-Page Synopsis

12.1 CONTRACTOR shall submit three copies of the final report, incorporating AQMD's comments from their review of the draft copy, no later than 24 months after contract execution, as described in the Deliverables section of the contract. CONTRACTOR shall submit a two-page project synopsis, along with the final report, using the format from Attachment 3, as described in the Deliverables section of the contract.

**TIME SCHEDULE
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
(BATTERY ELECTRIC VEHICLE DEMONSTRATION PROJECT)**

<u>Task</u>	<u>Completion Date from Date of Contract Execution</u>
1 Acquire Fleet	2 months
2 Develop Deployment Plan	4 months
3 Prepare Vehicles and Charging Infrastructure	4 months
4 Deploy all Vehicles	5 months
5 Status Report 1	8 months
6 Status Report 2	12 months
7 Status Report 3	16 months
8 Interim Report	18 months
9 Status Report 4	20 months
10 Status Report 5	24 months
11 Draft Final Report	29 months
12 Submit Final Report and Two-Page Synopsis	30 months

SCHEDULE OF MILESTONES

Submit Draft Final Report	29 months
Submit Final Report and Two-Page Synopsis	30 months

DELIVERABLES

In addition to the deliverables set forth in the above referenced statement of work, CONTRACTOR shall supply the following reports to AQMD under this Contract. Each periodic progress report is due by the 10th day of each month by email, following the task completion date. AQMD may request two stapled hard copies in lieu of email. Submitted reports shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, which shall include camera-ready originals.

1. CONTRACTOR shall submit one copy of each Status report to AQMD'S Project Officer and one copy to AQMD'S Contract Administrator – Technology Advancement in conjunction with the invoice for the same period. Each Status report shall include, but not be limited to, the following:

- a) Reference to AQMD contract number and title of project.
- b) Reporting time period (months, year).
- c) Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities, including at least 8 vehicle rotations and new driver agreements.
- d) Discussion of work planned for the next reporting period.
- e) Discussion of project status with respect to time schedule and steps being taken to resolve any delays.
- f) Discussion of cost status with respect to budget status and work completed to date, costs to date, explanation of any overruns, and steps being taken to bring costs back into line.
- g) Data Summaries regarding charging experience and data collected. Actual data will be included in appendices to the Interim Report and Final Report.

2. Three stapled copies of a draft final report for review, comment, and approval shall be submitted no later than 21 months following contract execution. CONTRACTOR shall submit two copies of the draft final report to AQMD'S Project Officer and one copy to AQMD'S Technology Advancement Staff Specialist assigned to contracts. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to AQMD in a separate report in which the trade secret information is specifically identified. AQMD agrees to treat such trade secret information in accordance with its Public Records Act guidelines relating to trade secret information. AQMD shall complete its review of the draft final report within four weeks of its receipt from CONTRACTOR. The draft final report shall include, but not be limited to, the following:

- a) Reference to AQMD contract number and title of project.
- b) A short Executive Summary including project background and objectives.
- c) A detailed description of the scope of work.
- d) An evaluation of the use of battery electric vehicles in this application.

- e) Color photographs of the battery electric vehicles in operation in the South Bay Cities submitted electronically (.jpg).
- f) Results – a discussion of the expected project results versus what was actually achieved.
- g) Costs – a comparison and discussion of expected versus actual AQMD contract costs.
- h) Problems – a discussion of significant problems encountered during the contract and how they were resolved.

3. CONTRACTOR shall submit three stapled originals of the final report, incorporating AQMD'S comments, no later than 24 months after contract execution. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to AQMD in a separate report in which the trade secret information is specifically identified. AQMD agrees to treat trade secret information in accordance with its Public Records Act guidelines relating to trade secret information.

4. CONTRACTOR shall submit a 2-page project synopsis, along with the final report. Attachment 3 to this contract provides the format and content to be used for this synopsis. In addition to a hard copy of this synopsis, CONTRACTOR shall provide the synopsis in an electronic version, using Microsoft WORD 97 or compatible version.

5. Each year for the life of this contract, CONTRACTOR shall submit a two-page progress update on the funded project for distribution at AQMD'S annual CONTRACTOR'S Review Meeting, held at AQMD'S headquarters. At AQMD'S discretion, CONTRACTOR shall make a 15-minute oral presentation about the project at said meeting. AQMD shall provide CONTRACTOR with sufficient advance notice of the exact dates, procedures, formatting, etc., for the written summary and oral report.

**ATTACHMENT 2
PAYMENT SCHEDULE FOR
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
(BATTERY ELECTRIC VEHICLE DEMONSTRATION PROJECT)**

AQMD shall contribute \$320,000 plus \$15,533 vehicle loan in kind, and CONTRACTOR shall contribute \$192,545 in-kind to this \$528,078 project.

<u>Deliverable</u>	<u>Completion Date from contract execution</u>	<u>Amount (\$)</u>
Task 1	2 months	\$94,000
Task 2	3 months	\$7,500
Task 3	4 months	\$6,000
Task 4	5 months	\$14,500
Task 5	8 months	\$35,000
Task 6	12 months	\$35,000
Task 7	16 months	\$35,000
Task 8	18 months	\$20,000
Task 9	20 months	\$20,000
Task 10	24 months	\$15,000
Task 11 Draft Final Report	29 months	\$22,500
Task 12 Final Report & Synopsis	30 months	<u>\$15,500</u>
Total AQMD Cost Not-To Exceed		\$320,000

AQMD Contract #

Date of Publication (as month year)

Project Title

Contractor

Prime contractor and significant subcontractors.

Cosponsors

List cosponsors from highest contributor to lowest.

Project Officer

AQMD project manager name.

Background

This section is a brief introduction describing the need for the technology and/or clean fuel, as defined by rules and regulations / mandates of AQMD, ARB, EPA, DOE, etc. If applicable, describe other relevant factors, such as economic issues, energy savings, etc.

Project Objective

This section should briefly describe the project objectives as originally stated in the Board (or EO) letter. If the objective evolved significantly during the contracting procedure, it should be noted how and why.

Technology Description

This section describes the general principles of operation and emissions control approach of the technology and/or clean fuel involved in the project.

If applicable, discuss how the principle of operation differs from other, currently available equipment. This includes describing what the "advancement" actually is over currently available technologies.

Status

This section describes the status or progress of the project. If the project was completed, provide the date of completion and note that the final report is on file with complete technical details of the project. Describe major project events, such as

the development / testing / delivery of hardware (if applicable). If the project was terminated or ended prematurely you still need to file this report. Regardless of how it ended, per SB 199 you must describe any unanticipated problems that were encountered during the project, and how they were (or were not) resolved. If "fatal" problems were encountered, this section will be the heart of the report, since it would be unlikely that major benefits or emissions reductions were realized in a terminated project.

Picture of technology that has been supported with AQMD/Technology Advancement cosponsorship, if applicable. The picture, preferably a photograph, should clearly illustrate the technology. The size of the image should be about 3x3 to fit this two column format. The picture of the technology should be positioned on the front page

Results

This section summarizes all available emissions results and key performance characteristics. Performance is meant in the broadest terms, including (as applicable) emissions, energy efficiency, operation and maintenance requirements, overall environmental impacts, and performance tradeoffs. The primary emphasis of this section is the presentation of project data.

Performance results should be summarized using clear, graphical depictions whenever possible:

Graph or table summarizing key performance characteristics. Graphs are preferred over tables when possible. Graphical data presented should show the most representative data of the project's/technology's performance. One graph would be preferred, but no more than two data presentations in this document.

Measured performance is to be compared with the objectives/goals set for the project. Comparisons should focus on targeted emissions reductions and/or other key performance goals (e.g. range for electric vehicles).

There should also be a brief discussion of performance tradeoffs. That is, did achieving one performance characteristic goal, such as emissions, compromise another performance characteristic, such as efficiency.

Benefits

This section crystallizes the above-noted performance characteristics into project benefits, e.g., reduced emissions, increased efficiency, reduced global warming gases, or other environmental benefits. The potential emissions inventory impact of this technology applied in the South Coast Air Basin must be estimated based on performance results of this project and some estimate of market penetration (concisely state assumptions).

It clearly describes how those actual benefits compare with the benefits that were anticipated at the project's start. Be as detailed as possible, including discussion of overall environmental impacts and benefits. Address the question of whether the technology may reduce an air pollutant while improving (or worsening) problems with water pollution, solid waste, global warming, toxic emissions, etc.

Project Costs

This brief section describes the actual costs of the program (AQMD's funding contribution as well as the overall cost sharing) and how they compare with the originally projected costs of the project as stated in the Board (or EO) letter. Cost information can be presented graphically, in a table, or in paragraph form. This section does not address cost effectiveness or cost of commercialization.

Commercialization and Applications

This section describes the anticipated or potential applications of the demonstrated technology and/or clean fuel. If applicable, discuss follow on projects to further improve the technology. If available or applicable, discuss expected costs of control and cost-effectiveness in the context of currently available technologies. Cost data should be noted as estimates or projections, especially since TA projects are often "first of a kind."

Prospects for commercialization should include a discussion of the potential size of the target or

primary market, and if there is another market segment or application that could use the technology. Discussion of the commercial status of the technology should address questions such as: (1) how close to a commercial product is it; (2) what work remains to bring it to market; (3) when could it be made commercially available and competitive; and (4) what barriers remain before the technology can be commercialized.

THIS PAGE LEFT INTENTIONALLY BLANK

LOANER VEHICLE AGREEMENT

Loanee Name: South Bay Cities Council of Governments (SBCCOG)

Description of Loaner Vehicle License Plate No.: _____

VIN: WBAUP3C59BVP54247 Year: 2011 Make: BMW Model: ActiveE

Date to SBCCOG: _____ Odometer Reading: _____ Miles

SBCCOG understands that because SBCCOG is a valued partner, the South Coast Air Quality Management District (SCAQMD) has agreed to provide SBCCOG with the use of the above-described Loaner Vehicle. SBCCOG understands that the SCAQMD is permitting SBCCOG to use the Vehicle in the SCAQMD co-funded Demonstration of Battery Electric Vehicles subject to the following terms and conditions:

1. SBCCOG will verify that authorized drivers possess a valid license to operate the motor vehicle in this state and SBCCOG presently has in effect collision and liability insurance that meets or exceeds the minimum state requirements and applies to the Vehicle during the time it is in SBCCOG’s possession.
2. SBCCOG authorized drivers may only operate the Vehicle for their normal transportation needs, not for the transportation of persons for compensation, in any race, test or competitive event, or for any commercial purposes.
3. SBCCOG must immediately report any damage, accident, theft or vandalism involving the Vehicle to the police and the SCAQMD. SBCCOG must also pay to the SCAQMD the sums it incurs to obtain the return of the Vehicle and the reasonable value of repairing such damage, including the amount of any deductible in the event of any loss or damage to the Vehicle that is not covered by the insurance. SBCCOG will also deliver to the SCAQMD all notices, pleadings, and documents regarding any claim, suit or proceeding related to SBCCOG’s use, possession or control of the Vehicle and cooperate fully with the SCAQMD and its Insurer in investigating and defending the same. SBCCOG will further report to the SCAQMD and pay any parking or other traffic violation fines and penalties arising out of SBCCOG’s use, possession, or control of the Vehicle.
4. SBCCOG will return the Vehicle to the SCAQMD no later than June 23, 2014.
5. If SBCCOG is in breach of this Agreement or fails to return the Vehicle to the SCAQMD as required by this Agreement, SCAQMD, or any of its agents or employees may peacefully retake possession of the Vehicle and SBCCOG will defend, indemnify and hold harmless the SCAQMD from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of SBCCOG’s use, possession or control of the Vehicle, as well as any breach of SBCCOG’s responsibilities as set forth in this Agreement. SBCCOG further understands that the SCAQMD is not liable for loss or damage to any property that SBCCOG leaves in the Vehicle.

By signing below, SBCCOG acknowledges that the Loaner Vehicle is the property of BMW FSVA, currently leased to SCAQMD, and this Agreement is solely for the purpose of allowing SBCCOG to use the Vehicle in accordance with the terms and conditions stated herein.

Authorized Loanee Representative

Authorized SCAQMD Representative

THIS PAGE LEFT INTENTIONALLY BLANK

South Bay Cities Council of Governments

Exhibit A of Master Agreement - Task Order 3

Contractor: Siembab Corporation

Contract Title: PEV Readiness Project

Task Order Start Date: October 8, 2012

Task Order Completion Date: September 30, 2013

Task Order Amount Not to Exceed: \$ 68,000 (Funds from SCAG)

Team members and hourly billing rates:

Walter Siembab \$85/hr

Subcontractors \$40/hr or \$30/hr

Work Statement for Plug-In Electric Vehicle Readiness Project

The purpose of this Task Order is to complete the PEV Readiness Project using funds provided by a contract between the SBCCOG and SCAG using funds provided by the California Energy Commission. Siembab Corporation and its sub-contractors will manage the completion of Subtasks 1-6 and coordinate the work of SBESC personnel assigned to the project. Subtasks:

1. Participate in Regional PEV Readiness Planning Process.
2. Produce a memorandum summarizing the implications for PEV readiness from data generated by the PCH User Study, NEV Demonstration Project, and the Sustainable South Bay Study.
3. Collaborate on Tasks being led by the Luskin Center, SCAG, and/or the Clean Cities Coalition
4. Produce a memorandum on the PEV readiness of South Bay municipal governments.
5. Conduct part of the survey of key destinations in South Bay cities in collaboration with the Luskin Center
6. Produce memoranda on the feasibility of market stimulation initiatives that include at least one each in the areas of public education, social equity and economic development :

For SBCCOG

For Siembab Corporation

Signature

Name

Ralph L. Franklin

Walter Siembab

Title

Chair

President

Date

October 25, 2012

October 25, 2012

South Bay Cities Council of Governments

October 25, 2012

TO: SBCCOG Board of Directors

FROM: Steering Committee

SUBJECT: GSE Solutions, LLC Contract Amendment

BACKGROUND

GSE Solutions is our engineering consulting firm for the programs of the SBESC. Greg Stevens is the principal of the firm and he has done an exceptional job working with our cities to identify and develop projects this past year. As we end the three year program with Southern California Edison and The Gas Company, Greg's assistance has provided energy savings which have exceeded both our electric and gas goals. Cities have moved up the tiers of the Energy Leader Program and are receiving more incentive funds for their energy efficiency projects.

In 2013, we will be receiving transition funding for two years and then will have another longer term contract with SCE and The Gas Company. We do not know the exact amount of funds we will be receiving for the transition years yet but it appears that it will be less than this year. With that understanding, we have sufficient funding for GSE Solutions to increase their work effort for the remainder of this year to work with cities to provide audits and identify projects that can be ready for next year.

RECOMMENDATION

Approve amendment to GSE Solutions, LLC Engineering Technical Consulting Services contract to include the following tasks:

- Provide application and calculation assistance to current and future projects
- Complete municipal energy efficiency policy document and solicit input from cities
- Investigate and identify street lighting opportunities
- Coordinate and conduct energy audits

These tasks would be performed for an additional amount not to exceed \$75,000 on an as needed basis for the next 3 months ending December 31, 2012. This work will be fully funded under the current partnership agreements which will terminate at the end of the year.

THIS PAGE LEFT INTENTIONALLY BLANK



October 12, 2012

South Bay Cities Council of Governments
Jacki Bacharach
20285 S. Western Ave.
Torrance, CA 90501

Re: First Amendment to the 2010-2012 South Bay Cities Council of Governments
(SBCCOG) Strategic Plan Strategies Program Contract and Amended Statement of Work

Dear Ms. Bacharach:

Southern California Edison is excited to continue our partnership with the SBCCOG over the next couple of years. As partners, we together have created a foundation to promote energy efficiency in the community. We recognize our current partnership agreement concludes as of November 31, 2012. SCE would like to extend our partnership arrangement to December 31, 2014, upon the California Public Utility Commission's approval. As this will provide continuity of the work going forward, we are proposing that the contract be amended to extend the contract, the statement of work be modified accordingly, and new language be added for the potential extension to 2013-2014.

Attached for your review and approval are two documents:

- 1) First Amendment to the 2010-2012 SBCCOG Strategic Plan Strategies Program Contract; and
- 2) Change Order to the Statement of Work.

These documents address a contract extension from November 31, 2012 to December 31, 2012 as well as a potential contract extension into 2013-2014 contingent on the California Public Utility Commission's adoption of a final decision approving Southern California Edison's 2013-2014 application.

In addition to revisions that address extending this contract, this Change Order includes all revisions to the original scope of work that were previously agreed upon by the parties.

We would appreciate your prompt review and approval by Friday, October 26, 2012. Please sign at least two copies and return to Jim Hodge. If you need additional copies for your needs feel free to do so.

Should you have any questions, please contact your SCE Local Government Partnership manager, Jim Hodge, at 626-302-0654.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Jenkins".

Nancy Jenkins
Manager, CEES Partnerships Program

FIRST AMENDMENT

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated March 9, 2011 (the "Contract") is effective as of March 11, 2011, 2011 (the "First Amendment Effective Date") by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") AND THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS ("Implementer"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Contract.

RECITALS

WHEREAS, the Parties previously executed the Contract for purposes of implementing the 2010-2012 South Bay Cities Council of Governments Strategic Plan Strategies Program (hereinafter referred to as the "2010-2012 Program");

WHEREAS, on May 18, 2012, the Commission issued a Decision Providing Guidance on 2013-2014 Energy Efficiency Portfolios and 2013-2014 Marketing, Education, and Outreach ("Final Guidance Decision") guiding the Utilities to continue the Energy Efficiency Partnership Programs, which included Strategic Plan Activities, through a two year 2013-2014 transition period (hereinafter referred to as the "2013-2014 Program");

WHEREAS, on July 2, 2012, SCE submitted its respective application ("2013-2014 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2013 through 2014, which included the 2013-2014 Program, a continuation of the 2010-12 Program;

WHEREAS, contingent on the adoption by the Commission of a final decision approving the SCE's 2013-2014 Application as submitted ("Final Decision"), the Parties desire to extend the Contract through 2014 under the terms and conditions set forth in the Contract, except as otherwise provided in this First Amendment;

WHEREAS, prior to the Final Decision, the Commission may issue a decision to provide bridge funding for the 2013-2014 Program ("Bridge Funding Decision"); and

WHEREAS, the Parties desire to further amend the Contract as necessary to update the Contract as required to reflect the extended 2013-2014 Program cycle.

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

1. Except as provided herein, and to the extent applicable, any reference in the Agreement to the "2010-2012 Program" shall hereby include both the 2010-2012 Program and the 2013-2014 Program.
2. Section 18 of the Contract is hereby deleted and replaced with the following:

18. TIME IS OF THE ESSENCE

18.1 Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including, but not limited to those set forth in Exhibit A of this Contract, may constitute a

material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected to SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by December 31, 2012, unless such date is extended pursuant to Section 18.2 or 18.3.

18.2 Contingent on the Commission issuing a Bridge Funding Decision, the date upon which all Work must be performed and completed shall be extended to such date as provided in the Bridge Funding Decision.

18.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the date upon which all Work must be performed and completed shall be extended to December 31, 2014, or such date as provided in the Final Decision.

3. Section 22 of the Agreement is hereby deleted and replaced with the following:

22. TERM

22.1 This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below or extended pursuant to Section 22.2 or 22.3, this Contract shall expire at midnight on March 31, 2013; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

22.2 Contingent on the Commission issuing a Bridge Funding Decision, the term of this Contract shall be extended to the date provided in the Bridge Funding Decision.

22.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the term of this Contract shall be extended to midnight on December 31, 2014, or such date as provided in the Final Decision.

4. In Section 24, the contact information for the Implementer and SCE shall be changed as follows:

Implementer:

SCE: James D. Hodge
1515 Walnut Grove Avenue
Rosemead, CA 91770

5. General. From and after the First Amendment Effective Date, any reference to the Contract contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Contract, as amended by this First Amendment. In the event of any conflict between the Contract and this First Amendment, this First Amendment shall prevail. All remaining provisions of the Contract shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this First Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have, through their duly authorized representatives, have executed this First Amendment as of the First Amendment Effective Date by.

IMPLEMENTER:

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: Ralph L. Franklin

Title: SBCCOG Chair

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

By: Erwin Furukawa

Title: Senior Vice President,
Customer Service

Date:

CHANGE ORDER NO. 1

This Change Order No. 1 (the "Change Order") is issued pursuant to the CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated March 9, 2011 (the "Contract") between THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS ("Implementer") and SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and sets forth certain changes to the Statement of Work ("SOW") executed by Implementer and SCE on March 9, 2011. This Change Order is effective as of March 11, 2011 ("Change Order Effective Date"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contract.

The parties agree to modify the SOW as follows:

1. Section 1, Part B is deleted in its entirety and replaced with the following:

- B. Defined Terms:** Capitalized terms not otherwise defined in this Statement of Work ("SOW") will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.
- 1. Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
 - 2. Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
 - 3. Campus-Wide:** The scale at which an EEMIS network integration is considered an enterprise system within a Participating Municipality. For a Participating Municipality this includes all Core Functioning Facilities.
 - 4. Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
 - 5. Contract Program Manager or CPM:** The SCE Representative who will manage the Program.
 - 6. Contract:** Document issued by SCE to Implementer, as may be amended in writing as provided therein, which authorizes the Work, states the terms and conditions and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
 - 7. Core Functioning Facility:** Any municipal facility larger than 2,000 square feet with uses by the municipal government office buildings (e.g., city hall, fire department, police department, libraries, etc.), but does not include parks and other recreational facilities. Additionally, Core Functioning Facilities have a peak energy usage of 200 KW or above.

- 8. CPUC:** The California Public Utilities Commission.
- 9. Implementer:** The South Bay Cities Council of Governments
- 10. Month or Monthly:** A term ending on the last Calendar Day of each Month.
- 11. Participating Municipalities:** The cities of Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates and Torrance, California who will participate in the Program. Each city may be referred to as a Participating Municipality.
- 12. Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Contract.
- 13. Program Management Plan (PMP):** A manual describing policies and procedures to guide the Implementer in the management of the program or specific elements of the program.
- 14. Semi-annual Report:** Report of Program accomplishments and status to be submitted by Implementer to CPM approximately every six Months during Contract term, as required by the schedule set forth in the Contract. Semi-annual Reports shall conform to the requirements set forth in Appendix B (Regulatory Reporting Requirements).
- 15. SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
- 16. Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work. Subcontractor may also include any Participating Municipality.
- 17. Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Purchase Order.
- 18. Work:** Any and all obligations of Implementer to be performed for the Partnership pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contract or Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.

2. Task 5, Parts D and E are deleted in its entirety and replaced with the following:

D. SCE’s Regulatory Reporting: Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), attached hereto, as SCE requests. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary (“Ad Hoc Reports”). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

Deliverable(s)	Due Date(s)
1. Prepare and submit Monthly invoices and supporting documentation to SCE.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
2. Prepare and submit Monthly regulatory report, including flat files and Monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
3. Prepare and submit Semi-annual Reports (for requirements in Appendix B) to SCE	March 1and September 1 of each year of Contract term for Work completed during the preceding 6 Months
4. Prepare and submit Ad Hoc Reports	As SCE requests and/or requires
5. Prepare and submit final invoice and Program Report to SCE	By <u>January 15, 2013</u> for final invoice and by <u>December 31, 2012</u> for final Program Report

3. Task 6, Part A is deleted in its entirety and replaced with the following:

A. Program Ramp-Down: If there is a gap in Program services after December 1, 2012, Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shut-down, the Program ramp-down period will commence no later than December 10, 2012. Implementer’s plan for Program ramp-down will take into consideration that all services must be completed by December 31, 2012.

Implementer will resolve all outstanding Program and Partnership issues and begin preparation of the Final Report beginning December 1, 2012.

4. Task 6, Part B is deleted in its entirety and replaced with the following:

B. Program Shut-Down: Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

Deliverable(s)	Due Date(s)
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than December 1, 2012
2. Resolve outstanding Program and Partnership issues and begin preparation of Final Report	No later than December 1, 2012
3. Begin Program ramp-down	No later than December 10, 2012
4. Complete all services	No later than December 31, 2012

5. Task 7, Part F is deleted in its entirety and replaced with the following:

F. Program Next Step: Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than December 15, 2012
2. Submit revised Final Report for SCE review and approval	No later than December 31, 2012

6. Section 6, Table 2 is deleted in its entirety and replaced with the following:

Table 1: Implementer's Budget Breakdown

Allowable Cost Item ⁴	%	\$
1) Administration	7.6%	\$76,990
2) Marketing/Outreach Costs	1.1%	\$11,354
3) Direct Program Costs	91.3%	\$921,136
Total Implementer Budget: 1) + 2) + 3)	100%	\$1,009,480

⁴ See Appendix B for a listing of Allowable Costs.

7. Appendix A, Part A (Monthly Invoicing and Reporting Requirements) is deleted in its entirety and replaced with the following:

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for work performed by the Implementer and all Subcontractors.

On January 15, 2013 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables. No Work except that associated with preparing the Final Report (Task 7) and final invoice will be performed after December 31, 2012. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

8. Appendix B (Regulatory Reporting Requirements) is deleted in its entirety and replaced with the following:

Appendix B: Regulatory Reporting Requirements

1. Program Reporting

Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the CPUC including Semi-Annual Reports. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

1.1. Semi-Annual Reporting

Implementer will provide SCE with the requisite information to be compiled for the semi-annual portfolio reporting in Program Semi-annual Reports using the Semi-annual Report template set forth in Section 2.1, below.

1.2. Semi-Annual Report Template



Semi-Annual Report
Template.xls

STRATEGIC PLAN SOLICITATION SEMI-ANNUAL REPORT									
Implementer	Solicitation Phase	No. of Local Govts	Strategic Plan Menu Information			Local government Scope and Goals		Budget	Program Accomplishments * Major Accomplishments or Comments
			Strategic Plan Goal Number	Strategic Plan Strategy	Strategic Plan Task (Menu Option)	Scope of Work to address the	Goal		

Notes: * Implementer will provide semi-annually Program Accomplishments (Column J), SCE will provide all other information in a customized report template for the Program.

2. Allowable Costs

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category <u>Note: *These allowable costs are to be allocated towards the direct implementation category.</u>	Managerial and Clerical Labor
	Implementer Labor – Clerical
	*Implementer Labor - Program Design
	*Implementer Labor - Program Development
	*Implementer Labor - Program Planning
	*Implementer Labor - Program/Project Management
	Implementer Labor - Staff Management
	Implementer Labor - Staff Supervision
	Human Resource Support and Development
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor
	Implementer Payroll Tax - Direct Implementation Labor
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
	Implementer Pension - Marketing/Advertising/Outreach

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
<p>Note: **Travel and Conference Fees associated with Implementer Labor (e.g., Program Design, Program Development, Program Planning, and Program/Project Management) are to be allocated towards the direct implementation category.</p>	Labor
	**Travel and Conference Fees
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel – Airfare
	Implementer - Travel – Lodging
	Implementer - Travel – Meals
	Implementer - Travel – Mileage
	Implementer - Travel – Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
	Implementer Labor - Accounts Payable
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	Implementer Labor – Procurement
	Implementer Labor - Shop Services
	Implementer Labor – Administrative
Implementer Labor - Transportation Services	
Implementer Labor – Automated Systems	
Implementer Labor – Communications	
Implementer Labor - Information Technology	
Implementer Labor – Telecommunications	
Marketing/Advertising/Outreach Cost Category	
	Implementer - Bill Inserts
	Implementer – Brochures

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor – Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
	Implementer Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Activity - Direct Labor
	Implementer Labor - Facilities Audits
	Implementer Labor – Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	Installation and Service – Labor
	Implementer Labor - Customer Equipment Repair and Servicing
	Implementer Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer -Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

9. Appendix C (Billing Schedule) is deleted in its entirety and replaced with the following:

Appendix C: Billing Schedule



SBCCOG Tables and
Appendix C - Partner:

Appendix C - Billing Table

Sub-Task	Implementer Costs		Subcontractor Costs ²	Total Program Cost	
	Labor ¹	Expenses ²	Labor & Expenses		
Task 1 - Program Ramp-up	Included in Task 2 through Task 4				
Task 1 (Not-to-Exceed Budget)					
Task 2 - Strategic Plan Goal 1					
A. Curriculum Development – Training for City Officials	1.1.6				
A.1. Review and evaluate existing statewide building code training programs offered by IOUs; identify gaps and enhancement opportunities.					
A.2. Host initial workshop with SCE and others to assure proper educational content and Program direction					
A.3. Develop draft three-part training curriculum and submit to SCE for review and comment					
A.4. Circulate draft training curriculum for review by SCE and industry stakeholders and other experts					
A.5. Prepare final draft of training curriculum and submit to SCE for review and approval					
Task 2 (Not-to-Exceed Budget)	\$33,007	\$0	\$0	\$33,007	
Task 3 - Strategic Plan Goal 2					
A. City Official Training – Course Delivery	2.1.1				
A.1. Review and evaluate existing statewide building code training programs offered by IOUs; identify gaps and enhancement opportunities.					
A.2. Host initial workshop with SCE and others to assure proper educational content and Program direction					
A.3. Develop draft three-part training curriculum and submit to SCE for review and comment					
A.4. Circulate draft training curriculum for review by SCE and industry stakeholders and other experts					
A.5. Prepare final draft of training curriculum and submit to SCE for review and approval					
Task 3 (Not-to-Exceed Budget)	\$34,850	\$80,923	\$40,000	\$155,773	
Task 4 - Strategic Plan Goal 3					
A. Utility Manager	3.1.2				
1. Kickoff meeting with Los Angeles County and an understanding of the timeline					
2. Identify current reporting of energy use and provide description of the benefits of the Utility Manager EEMIS program					
3. Recruit and enroll participants in Utility Manager EEMIS from Participating Municipalities					
4. Assess the value and benefits of the Program and report list of identified needs as they occur.					
5. Deliver Monthly reports from tracking system					
Task 4 (Not-to-Exceed Budget)	\$73,700	\$747,000	\$0	\$820,700	
Task 5 - Invoicing and Reporting	Included in Task 2 through Task 4				
Task 5 (Not-to-Exceed Budget)					
Task 6 - Ramp-Down and Shut-Down Program	Included in Task 2 through Task 4				
Task 6 (Not-to-Exceed Budget)					
Task 7 - Submit Final Program Report	Included in Task 2 through Task 4				
Task 7 (Not-to-Exceed Budget)					
Grand Total (All Tasks)	All	\$141,557	\$827,923	\$40,000	\$1,009,480

Notes:

- 1) **Labor:** Consultant shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Work by Consultant's employees. Such fixed hourly rates shall be inclusive of all of Consultant's overhead costs (including all taxes and insurance), administrative and general fees, and profit.

10. General. From and after the Change Order Effective Date, any reference to the SOW contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the SOW, as amended by this Change Order. Except as modified herein, all other terms and conditions of the SOW shall remain in full force and effect.

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

IMPLEMENTER:

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: Ralph L. Franklin

Title: SBCCOG Chair

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

By: Erwin Furukawa

Title: Senior Vice President,
Customer Service

Date:

THIS PAGE LEFT INTENTIONALLY BLANK

Resolution No. 2012-2

A RESOLUTION OF THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS ENDORSING CAR2GO CARSHARING FOR THE SOUTH BAY AND ENCOURAGING THE CITIES IN THE PROPOSED OPERATING AREA TO APPROVE THIS SERVICE SO THAT IT CAN BE AVAILABLE TO THE BUSINESSES AND RESIDENTS OF THE SOUTH BAY

Whereas, the South Bay Cities Council of Governments (SBCCOG) Board of Directors approved the South Bay Sustainable Strategy (SBSS) in September, 2010; and

Whereas, the SBSS calls for the need to identify and implement mobility alternatives to address congestion reduction and lifestyle enhancement goals; and

Whereas, car sharing is named as one of several initiatives in the SBSS; and

Whereas, a car sharing service can reduce the need for second or third vehicles per household; and

Whereas, the South Bay is relatively transit poor, with more than 260,000 secondary vehicles in South Bay households often making parking difficult to find and adding to personal expense; and

Whereas, Car2go successfully operates their service in at least 5 other US markets and also in cities around the world; and

Whereas, Car2go is prepared to invest in excess of \$4 million to bring its car sharing service to nine of the South Bay cities and no other car sharing service to date has proposed making the necessary investment; and

Whereas, Car2go has identified an initial operating area in the Cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Lawndale, Lomita, Manhattan Beach, Redondo Beach, Torrance and has expressed an interest in expanding the operating area to other cities in the South Bay in the future; and

Whereas, Car2go will compensate cities for lost parking revenue; and

Whereas, the South Bay will be the first multi-jurisdictional region in the United States to host car sharing services; and

Whereas, Car2go made a presentation to the SBCCOG Board on September 27 at which it was stated that Car2go is prepared to begin operations by the middle of 2013 but all nine cities in the identified operating area would need to approve a permit to exempt certain parking restrictions;

Now, Therefore: Be it resolved that SBCCOG endorses car2go to member cities and urges them to adopt the permit required for Car2go to begin operations.

PASSED, APPROVED, and ADOPTED this 25rd day of October, 2012

ATTEST:

Ralph L. Franklin
Chairperson

Marcy Hiratzka
Board Secretary

South Bay Cities Council of Governments

October 25, 2012

TO: SBCCOG Board of Directors

FROM: Steering Committee

SUBJECT: SCAG Video Conferencing Partnership Update

BACKGROUND

Discussions have been taking place since June 2012 with the Southern California Association of Governments (SCAG) about the potential of SBESC serving as a video conferencing site. SCAG will provide the video conferencing technology at minimal cost to the SBCCOG in exchange for a site in the South Bay where such events as the Regional Council Meetings could be viewed by the community. SBCCOG/SBESC will be given permission to use the equipment when not in use by SCAG.

SBCCOG will have a portable cart that would accommodate two 55" flat screens would for flexibility in working with various audience sizes in our various conference rooms. It was also determined that a bandwidth of 6M is preferred to our current capacity of 3M. This would probably be necessary in the near future in any event to meet anticipated short term growth of staff and trainings/workshops provided on-site.

At the August 13, 2012 SBCCOG Steering Committee Meeting, the Board:

1. Directed staff to partner with SCAG to create a video conferencing facility at SBESC with the costs of equipment and installation to be paid for by SCAG.
2. Approved an increase in the bandwidth to 6M at a monthly charge of \$750 which will be charged to the SBESC overhead.
3. Directed staff to work with SCAG and respond with answers to the following questions:

Q. What is the term or is there one?

A. Three-year term.

Q. Dedicated line or no need to run special lines?

A. No need to run special lines once we upgrade our bandwidth to 6Mbps

Q. How many locations can be tapped into with the 6M bandwidth? Is 6M enough?

A. Team 220 Series allows up to three additional audio/video locations and GM should be sufficient for our needs.

Q. How do we get the video bridge that SCAG is using?

A. We can use the SCAG bridge as long as there are no other conferences scheduled during that period.

- Q. What are our costs for staffing it?
 A. SBCCOG will identify a minimum of three staff members who will be trained by the Vendor to operate the Equipment. Staff time will be charged to whatever contract the video conference is serving.
- Q. Understand other possible uses – How compatible is this with other sites?
 A. SBCCOG is authorized by SCAG to utilize the Equipment for video-conferences not sponsored by SCAG, however SBCCOG agrees to assume full responsibility for any and all costs and liabilities associated with such use.
- Q. Ask other agencies that have SCAG video conferencing how they used it and how much bandwidth they need.
 A. Joseph Jaramillo (our IT consultant) has an appointment with Sandra Bresson at SCAG to visit their San Bernardino facility on Friday, October 12 at 10:00 am.
- Q. Check to see if it is coordinated with SKYPE.
 A. Checking with the manufacturer (LifeSize) for a definite answer.
- Q. Can SCAG offset increased bandwidth cost which saves on VMT, etc.?
 A. No.

In response to our request, SCAG provided a photo of the technology for SBCCOG Board review and a Facility Usage Agreement template. At the September 10, 2012 Steering Committee Meeting, the Agreement was approved pending SBCCOG legal counsel review.

NEXT STEPS

1. SCAG will develop a Request for Proposals to purchase the video conferencing equipment.
2. Installation of technology will take place at SBESC.
3. Installers will provide training on how to use the equipment for designated staff at SBESC.
4. SCAG will follow-up with training for SBCCOG/SBESC staff on an as-needed basis.
5. SCAG will provide on-site staff support for any SCAG video conferencing events.

TIMELINE for SCAG

Request for Proposals	6 weeks
Scope & Specs on Equipment	2 weeks
Installation	4 to 5 weeks
Total time to complete the project	3 to 4 months

RECOMMENDATION

SBCCOG legal counsel has reviewed the agreement, therefore the Steering Committee recommends that the Board approve the Facility Usage Agreement and direct staff to submit it to SCAG.

Prepared by Catherine Showalter with input from Suzanne Charles and Joseph Jaramillo

Facility Usage Agreement

This Facility Usage Agreement (“Agreement”) is entered into on the Effective Date by and between South Bay Cities Council of Governments, hereinafter referred to as ”SBCCOG” and the Southern California Association of Governments, hereinafter referred to as “SCAG,” collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, SCAG’s Strategic Plan calls for the development, maintenance and promotion of state of the art models, information systems and communication technologies;

WHEREAS, to further SCAG’s commitment to active engagement with its member agencies in bottom up planning processes, SCAG is expanding video conference capabilities within the region by partnering with SBCCOG and other local stakeholders;

WHEREAS, SBCCOG will provide a site at its offices for SCAG-sponsored meetings and videoconferencing capabilities between SCAG and SBCCOG; and,

WHEREAS, SCAG will procure and manage the vendor(s) (“Vendor”) selected to install and maintain the videoconference equipment at SBCCOG’s offices.

NOW, THEREFORE, the Parties enter into this Agreement with respect to the matters set forth herein:

Section I. Term

The term of this Agreement shall commence on _____ (“Effective Date”) and continue until (3-year term), and may be terminated as provided under this Agreement.

Section II. SBCCOG Responsibilities

1. SBCCOG occupies the premises located at 20285 S. Western Ave., Suite 100, Torrance, CA 90501, hereinafter referred to as the “Premises.”
2. SBCCOG authorizes SCAG to use the meeting room known as the Medium Conference Room or other location mutually agreed upon by (date), hereinafter referred to as the “Meeting Room,” located within the Premises, and to install in such Meeting Room video conference equipment, hereinafter referred to as “Equipment,” as described in Exhibit “A” attached hereto and incorporated herein by this reference.
3. SBCCOG will collaborate with SCAG staff and its Vendor to successfully establish fully functional video-conferencing capabilities, including pre-installation activities. SBCCOG shall conduct a site assessment, to provide space, layout and other site information, to assist SCAG in determining the final Equipment list and installation specifications.
4. SBCCOG shall identify a minimum of three staff members who will be trained by the Vendor to operate the Equipment.

5. SBCCOG shall trouble-shoot any problems with the Equipment functionality through the Vendor, and keep a detailed log of any problems concerning the Equipment, promptly notifying SCAG of such problems.
6. SBCCOG shall host SCAG meetings, hearings, and other SCAG-sponsored events including but not limited to the Plans and Programs Technical Advisory Committee and Subregional Coordinators' meetings.
7. SBCCOG is authorized by SCAG to utilize the Equipment for video-conferences not sponsored by SCAG, however SBCCOG agrees to assume full responsibility for any and all costs and liabilities associated with such use.
8. SBCCOG shall properly secure and insure videoconference equipment from loss or damage at full replacement value. SBCCOG shall procure and maintain, at its own expense, during the term of this Agreement liability insurance from a licensed insurance company. SBCCOG shall provide SCAG with a Certificate of Insurance evidencing insurance that includes the following: Comprehensive Liability Insurance with a minimum limit of one million dollars per occurrence combined single limit to include property, personal injury and operations. The Certificate of Insurance shall be submitted no later than ten (10) calendar days prior to the next event date and shall list SCAG as an additional insured party.
9. SBCCOG shall indemnify and hold harmless SCAG from all loss, costs and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of use of Equipment, whether such use is authorized or not, or by any act or omission of SBCCOG or any of its agents, employees, guests, patrons, or invitees. SBCCOG shall pay for any and all damage to the Equipment, or the loss or theft of Equipment or other personal property of SCAG, done or caused by such persons.

Section III. SCAG Responsibilities

1. SCAG shall collaborate with SBCCOG staff to effectively establish roles and responsibilities for video-conferencing of SCAG meetings, including pre-installation activities; host responsibilities; distribution of materials; and refreshments as applicable.
2. SCAG shall coordinate with SBCCOG staff to schedule and secure Meeting Room space with minimal staffing during meetings. SCAG staff shall provide the SBCCOG with a list of the dates of their regularly scheduled meetings that will be video conferenced no less than every six months. Should SCAG want to use the video conference equipment for an unscheduled meeting, the SBCCOG will provide meeting space but in the event that the regular conference room area is taken, attendee space may be limited.
3. SCAG shall procure and manage the Vendor selected by SCAG to install and maintain the Equipment in the Meeting Room, and intends to secure a vendor maintenance agreement that will provide for unlimited remote troubleshooting services weekdays from 8 a.m. to 5 p.m, and defective part replacement warranties. SCAG will finalize the list of Equipment and installation specifications, based on information provided by SBCCOG during its site assessment as described above in Section II, paragraph 3.

4. SCAG will provide SBCCOG with a “SCAG Videoconference User Guide,” and will ensure that technical support is provided to SBCCOG staff in connection with SCAG videoconference events, including utilization of SCAG’s Los Angeles videoconference bridge.
5. SCAG shall not be responsible for the following costs and services related to the Equipment:
 - a. Internet data service to transport network signals.
 - b. All other connections and bridges to non-SCAG videoconferences.
 - c. Webcasting and/or recording of meetings.
6. SCAG shall indemnify and hold harmless the SBCCOG from all loss, costs and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of use or occupation of the Meeting Rooms or Premises, whether such use is authorized or not, or by any act or omission of SCAG or any of its agents, employees, guests, patrons, or invitees. SCAG shall pay for any and all damage to the Meeting Rooms or Premises, or the loss or theft of personal property of SBCCOG, done or caused by such persons.

Section IV. Termination

Each party shall have the right to terminate this Agreement for cause or convenience within thirty (30) days written notice to the other party. In such event, SBCCOG shall promptly return the Equipment to SCAG. At the end of the specified term of the agreement SBCCOG shall promptly return the Equipment to SCAG.

Section V. Notices

For purposes of this Agreement, the following individuals shall serve as the principal contacts for SBCCOG and SCAG.

For SBCCOG: Catherine Showalter, Deputy Executive Director
South Bay Cities Council of Governments
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Phone: (310) 371-7222
Catherine@sbesc.com

For SCAG: Catherine Chavez, Chief Information Officer
Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, California 90017
(213) 236-1973
chavez@scag.ca.gov

Section VI. General Provisions

1. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.
2. This Agreement cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the Parties.
3. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged in this Agreement, and shall be of no further force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officers on the respective dates set forth below.

Southern California Association of Governments (“SCAG”)

South Bay Cities Council of Governments (“SBCCOG”)

By: _____
Hasan Ikhata, Executive Director

By: _____
Ralph L. Franklin, Chair

Date: _____

Date: _____

Approved as to form:

Joanna Africa, Chief Counsel

EXHIBIT A

EQUIPMENT

Part Description	Part Number	Required Qty
Life Size Team XXX (w/phone)		1
55" LCD		2
55" LCD Wall/ Cart Mount		1
Codec Wall/ Cart Mount		1
Three (3) year advanced replacement service and support for all LifeSize units and LCDs - Team XXX (qty 1) - 55" LCD (qty 2)		Per item

THIS PAGE LEFT INTENTIONALLY BLANK

South Bay Cities Council of Governments

October 25, 2012

TO: SBCCOG Board of Directors

FROM: SBCCOG Measure R Oversight Committee

SUBJECT: South Bay Highway Program Quarterly Report

BACKGROUND

The Measure R Oversight Committee has requested a quarterly report on the status of the South Bay Highway Program. This includes:

- Summary of activity for the period July 1, 2012 through September 30, 2012 (Exhibit A)
- Financial summary of the Iteris Contract and SBCCOG / Metro SBHP Funding Agreement (Exhibit B)

RECOMMENDATION

Receive and file the report and recommend transmitting it as an information item to the SBCCOG Board

Exhibit A

South Bay Measure R Highway Program Implementation Quarterly Progress Report for July – September 2012

This Progress Report covers activities undertaken by the Iteris Team and Steve Lantz (the Consultants) in support of SBCCOG Measure R South Bay Highway Program (SBHP) for the period from 7/1/2012 to 9/30/2012.

SBHP Program Management and Administration

- Regular communications were held between the consultants and SBCCOG staff to develop and deliver required agendas, minutes for the Measure R Oversight Committee and Infrastructure Working Group.
- The Consultants participated in the July, August, and September meetings of the Oversight Committee and Infrastructure Working Group.
- Iteris held internal weekly progress meetings and carried out the monthly project review.
- The Consultants submitted monthly invoices, work logs and progress as required in their contracts.
- Steve Lantz submitted a draft scope of work for a funding agreement amendment to Metro staff to bring the funding agreement between Metro and the South Bay Council of Governments (SBCCOG) into conformity with the recently executed Cooperative Agreement.
- The Measure R Oversight Committee recommended and the Board approved at their September meetings an item clarifying delegation of authority between Metro and the SBCCOG for SBHP matters.

SBHP Implementation Plan Update

- The Consultants met to kick-off the South Bay Implementation Plan process and reviewed the initial schedule developed by Iteris. Some adjustment was needed to accommodate the preparation for the 2013 Call for Projects and the 2013 Budget request to be submitted following approval by the SBCCOG Board in November.
- Iteris reviewed and updated Implementation Plan document including reformatting the organization/table of contents of the document and editing text to streamline and add new content and to remove outdated information--mostly items specific to the development of that particular iteration of the Implementation Plan (e.g.: Early Action program development).
- Iteris compiled new policies adopted by Metro and SBCCOG (e.g.: project eligibility, funding allocation and project approval process, Measure R Subfunds in Call for Projects, electronic progress reporting, delegation of authority, training, etc.) that have been modified or added since the original Implementation Plan.
- Iteris performed initial analysis on project eligibility, nexus and scoring of new Candidate Projects (identified during agency meetings noted below) and developed preliminary magnitude of cost estimates for those projects without cost estimates from the project sponsors.

- Discussions were initiated between the SBCCOG and Metro regarding the potential acceleration of South Bay Measure R highway and/or transit projects should Measure J be approved by voters in November and should the SBCCOG decide to request TIFIA loans and bonding to be repaid with SBHP funds. The SBCCOG Board decided to take no position on Measure J and made clear it has not determined if the SBCCOG has any interest in pursuing rail or highway project acceleration strategies in the future. Discussions will continue during the next quarter. The Consultants recognize that the magnitude of such policy and funding changes would require significant changes that could cause delay in completing the SBHP Implementation Plan Update.

Intergovernmental Coordination

- The Consultants met with the following agencies to review current projects for funding and schedule changes, new candidate projects, risk management, potential regional ITS projects and the STE:
 - Hawthorne
 - Lawndale
 - Los Angeles
 - El Segundo
 - Manhattan Beach
 - Gardena
 - Inglewood
 - Carson
 - Lomita
 - Torrance
- Steve Lantz provided individual SBHP orientation presentations to more than 20 potential contractors/consultants and the Metro Transportation Business Advisory Committee during 2012.
- The Consultants completed the development of the project database and associated map and PMIS report storage and retrieval site. The database will permit SBCCOG agencies web access to current and past PMIS reports as well as provide public web-based information on approved projects and candidate projects. The map is ready for project population (defining of project limits which will be undertaken in the next quarter by SBCCOG staff).
- The Consultants completed an enhancement of the project data base to accommodate tracking of the various Measure R SBHP Implementation Plan funding categories as “projects”.

Metro Call for Projects Policies and Process

- The Consultants worked with the IWG Executive Committee to recommend the policies and processes to be used for Metro Call for Projects applications to be submitted using SBHP Subfunds as the local match. The recommendations were presented to the IWG at their September meeting.
- The Oversight Committee recommended and the Board approved the actions at their September meetings.

Workshop Preparation and Presentations

- The Consultants developed initial and final versions of Best Practices Presentation
- The Consultants prepared a risk register worksheet to help those cities with Measure R projects for FY 2012-2013 identify the risks associated with project execution.
- The Consultants held a two-part workshop presenting: (1) Best Practices in Project Management and (2) Progress on the Strategic Transportation Element
- The Consultants and staff developed the Program Management Course presented by the SBCCOG and Parsons Brinckerhoff. Two of the five sessions were held during the quarter.

SBHP Project Reporting - Project Management Information System (PMIS) Monitoring Reports

- The Consultants and Metro continued development of the PMIS Measure R software
- The Consultants coordinated with Metro on finalizing the formatting of monthly and quarterly PMIS reports
- The Consultants, Metro and staff developed and promoted the mandatory Metro PMIS Reporting workshops to be held in October

SBHP Project Oversight

- The Consultants received and reviewed funding agreement, monthly, and quarterly reports submitted by SBHP lead agencies to Metro.
- The Consultants updated the Project folders in support of the Project Oversight process
- The Consultants developed the Monthly Reporting template for reporting of exceptions
- The Consultants revised Monthly and Quarterly progress report analysis and Funding Agreement tracking sheet in August and replaced the formats called for in the original scope of work with new formats for Project Progress Reports and Project Issues Reports. The new formats were implemented in the August Oversight Committee agenda and September IWG agenda.
- Discussions were initiated regarding the feasibility of constructing the Del Amo Boulevard gap closure project in the City and County of Los Angeles.
- Lead agencies were updated on the SBCCOG / Metro Communications policy regarding construction signage.
- The Consultants met with Manhattan Beach and Metro regarding coordination of Call for Projects funding and South Bay Measure R funding in the Sepulveda Bridge project.

South Bay Intelligent Transportation System (ITS) Plan

- The Consultants developed and implemented a Stakeholder Outreach Report which was used in agency meetings to further define potential ITS gap closure projects
- The Consultants met with the following agencies to review the ITS operational concepts, and identify technical and functional gaps in the South Bay ITS networks:
 - Manhattan Beach
 - Torrance

- Gardena
 - Inglewood
 - Carson
 - Lomita
 - Hermosa Beach
 - Hawthorne
 - Lawndale
 - Los Angeles City
 - El Segundo
 - Los Angeles County
- The Consultants met with the Ralph Mailloux, Executive Director of the South Bay Regional Communications Center, to discuss ITS projects aimed at supporting emergency responders.
- The Consultants developed the candidate list of Regional ITS Projects
- The consultants developed, promoted and held ITS/STE Workshop #3
- The Consultants made a presentation to IWG on ITS Plan and STE status following Workshop #3
- The Consultants distributed a survey on candidate Regional ITS Projects to IWG members.

Strategic Transportation Element (STE) of the SBHP Implementation Plan

- The Consultants revised and updated the PowerPoint presentation of the Task 1 findings and recommendations based on meeting discussions with LACMTA Manager, SBCCOG Transportation Consultant, and Iteris Program Manager
- The Consultants presented the status of current STE activities to agencies at a SBCCOG workshop that included review of the South Bay Performance Monitoring network map.
- The Consultants completed the assessment of the baseline performance conditions of the freeway corridors that will establish an operational benchmark
- The Consultants completed assessing data from various sources to start the detailed 2011 baseline performance assessment that supports the defined STE goals and objectives.
- The Consultants obtained feedback from cities on the arterial corridor limits for performance monitoring.
- The Consultants assessed detection requirements for the STE detection plan and incorporated the STE arterial detection installation and monitoring project into the ITS Master Plan.

Exhibit B - Iteris SBHP Contract Status and SBCCOG / Metro Funding Agreement Status

Iteris Contract Authority (updated through 8/31/12)	Task Order \$ Estimate	Actual at 8/31/12	Balance remaining	% Billed @ 8/31/12	% Complete @8/31/12	Completed tasks cum. savings
Initial Authority	2,000,000	\$ 2,000,000	\$ 2,000,000			
Ph. 1 Implementation Plan	(784,031)	\$ (772,824)	\$ (11,207)	100%	100%	\$ 11,207
balance	1,215,969	\$ 1,227,176	\$ 1,988,793			
TO1- Redondo Beach	(18,653)	\$ (18,652)	\$ (1)	100%	100%	\$ 1
balance	1,197,316	\$ 1,208,524	\$ 1,988,792			
TO2 - Hawthorne	(932)	\$ (932)	\$ (0)	100%	100%	\$ -
balance	1,196,384	\$ 1,207,592	\$ 1,988,792			
TO3 - El Segundo	(8,477)	\$ (8,477)	\$ (0)	100%	100%	\$ -
balance	1,187,907	\$ 1,199,115	\$ 1,988,792			
TO4 - Status of Metro FAs	(14,460)	\$ (4,898)	\$ (9,562)	100%	100%	\$ 9,562
balance	1,173,447	\$ 1,194,218	\$ 1,979,229			
TO5 - Phase 2 Core Tasks	(719,466)	\$ (303,466)	\$ (416,000)	42%	43%	
balance	453,981	\$ 890,752	\$ 1,563,229			
TO6.1 FA assist - Inglewood - N6	(13,823)	\$ (12,120)	\$ (1,703)	100%	100%	\$ 1,703
balance	440,158	\$ 878,632	\$ 1,561,526			
TO6.2 FA assist - Torrance - B7	(19,248)	\$ -	\$ (19,248)	0%	term. @ 0%	\$ 19,248
balance	420,910	\$ 878,632	\$ 1,542,278			
TO6.3 FA assist - Torrance - F51	(16,357)	\$ (3,577)	\$ (12,780)	100%	100%	\$ 12,780
balance	404,553	\$ 875,055	\$ 1,529,498			
TO 6.4 FA assist - Lawndale - N22	(6,389)	\$ (2,382)	\$ (4,007)	100%	100%	\$ 4,007
balance	398,164	\$ 872,673	\$ 1,525,491			
TO 6.5 FA assist - Hermosa Bch - F45	(9,700)	\$ (5,265)	\$ (4,435)	100%	100%	\$ 4,435
balance	388,464	\$ 867,408	\$ 1,521,056			
TO 6.6 FA assist - Lawndale - N25	(9,610)	\$ -	\$ (9,610)	0%	0	
balance	378,854	\$ 867,408	\$ 1,511,446			
TO7 - Measure R S.B. ITS Plan	(149,850)	\$ (48,057)	\$ (101,793)	32%	58%	
balance	229,004	\$ 819,351	\$ 1,409,653			
TO8 - SB Strategic Transpo. Element	(50,000)	\$ (17,006)	\$ (32,994)	30%	30%	
balance	179,004	\$ 802,345	\$ 1,376,659			
Cum. savings avail for reallocation						
Authority available for future TOs	179,004					\$ 62,943
SBCCOG / Metro SBHP Funding MOU	Task Order \$ Estimate	Actual at 8/31/12	Balance remaining	% Billed @ 8/31/12	% Complete @8/31/12	Completed tasks cum. savings
Program Administration @ 8/31/12	401,505	\$ 266,175	\$ 135,330	66%	76%	

South Bay Cities Council of Governments

October 25, 2012

TO: SBCCOG Board of Directors

FROM: Steering Committee

RE: Final status of bills of interest

ENVIRONMENTAL

AB 298 (Brownley)	Solid waste: single-use carryout bags. Would generally prohibit retail stores from providing single-use plastic bags to customers.	MONITOR	Did not pass
AB 1532 (Perez)	California Global Warming Solutions Act of 2006: Creates the Greenhouse Gas Reduction Account-within the Air Pollution Control Fund.	MONITOR	9/23/12 Chaptered
AJR 25 (Feuer)	Los Angeles Residential Helicopter Noise Relief Act of 2011. Expresses California Legislature support for S. 2019 and H.R. 2677 which direct the Administrator of the Federal Aviation Administration (FAA) to prescribe regulations for helicopter operations in Los Angeles County, California, that include requirements for helicopter flight paths and altitudes to reduce helicopter noise pollution in residential areas, increase safety, and minimize commercial aircraft delays. Requires the Administrator to exempt from such requirements helicopter operations related to emergency, law enforcement, or military activities. Directs the Administrator to make reasonable efforts to consult with local communities and local helicopter operators to develop regulations that meet the needs of local communities, helicopter operators & FAA.	Monitor	8/10/12 Chaptered
SB 1066 (Lieu)	Coastal resources: climate change. SB 1066 corrects an ambiguity in law to ensure that the California Coastal Conservancy, as part of its mission to use innovative entrepreneurial techniques to protect, restore, and enhance coastal resources and urban waterfronts, can engage in projects that address climate change impacts in these areas.	SUPPORT (5/28/12) (Ltr to Asm Nat Resources Comm 6/13/12)	9/27/12 Chaptered

TRANSPORTATION

<p>AB 1446 (Feuer)</p>	<p>Los Angeles County Metropolitan Transportation Authority: transactions and use tax. Would allow L.A. County voters to vote on an extension to the Measure R transit tax which is slated to expire in 27 years. This extension would enable Metro to bond against future Measure R revenues and build those transit projects much earlier than originally contemplated, without relying on federal or state funding. A two-thirds support vote in L. A. County would be needed to pass the tax extension.</p>	<p>SUPPORT (5/8/12) (Ltr to author 5/21/12)</p>	<p>9/30/12 Chaptered</p>
<p>AB 2405 (Blumenfeld)</p>	<p>Vehicles: high-occupancy toll lanes. Allows alternative fuel vehicles on the express lanes on the I-110 and others without a toll only after the first year of the toll road operation. In the first year, they are excluded per federal law.</p>	<p>MONITOR</p>	<p>9/27/12 Chaptered</p>

South Bay Cities Council of Governments

October 25, 2012

TO: SBCCOG Board of Directors

FROM: Steering Committee

SUBJECT: Schedule of Activities if Measure J passes

As was reported at the September 2012 Board meeting, if Measure J passes on the November 6, 2012 LA County ballot, the SBCCOG should consider analyzing the following scenarios:

- 1) Accelerate South Bay Measure R Highway program projects through bonding and federal TIFIA loans
- 2) Transfer a portion of the South Bay Measure R Highway funds from the Highway program to Rail to accelerate the Green Line construction with the option of completing the line to Torrance by bonding and executing TIFIA loans
- 3) Doing a combination of 1) and 2)
- 4) Do nothing at this time

Metro will be preparing the financial analysis for SBCCOG review and it should be available in late October. Additionally, Metro’s initial federal TIFIA loan application is assuming that the SBCCOG will want to participate with some of our funds. The actual loan application is going to be filed with the federal government in March so Metro has given the SBCCOG until February to let them know if and how we wish to be included.

Therefore, assuming passage of Measure J, SBCCOG should be ready to follow this schedule:

- November 7 & on SBCCOG staff review financial analysis provided by Metro and other considerations
- November 13 Steering Committee review of policy and political issues
- November 28 Infrastructure Working Group review of technical issues
- December 10 Measure R Oversight Committee review re: implications to highway program
- January 14 Steering Committee recommendation to SBCCOG Board
- January 24 SBCCOG Board discussion and action on the Steering Committee recommendations

THIS PAGE LEFT INTENTIONALLY BLANK



October 1, 2012

Jacki Bacharach
Executive Director
South Bay Cities Council of Governments
5033 Rockvalley Road
Rancho Palos Verdes, CA 90275

SUBJECT: SBCCOG's Energy Efficiency Plan for Q4 2012

Dear Jacki:

Now that Q3 2012 has ended, let's look back and see what the Partnership has accomplished so far this year. Through Q3, the Partnership has collectively booked 1,490,014 kWh of electric savings and 32,070 therms of gas savings. With the municipal projects that are already installed and awaiting final utility approval, the end of the year electric savings should reach 1,898,943 kWh, which exceeds the 2012 SCE goal by nearly 14%. Additionally, by the end of this year the Partnership will have exceeded its 3-year gas savings goal of 30,000 therms by more than 16%.

I am also glad to report that both Redondo Beach and Torrance moved up to the **Silver** level.

As we now focus on Q4 2012, GSE Solutions and its engineering team have laid out a plan to accomplish the following work, in order of importance, over the next 3 months:

- Provide application and calculation assistance to current and future projects.
- Create "At a Glance" reports for 14 cities.
- Complete municipal energy efficiency policy document and solicit input from cities.
- Investigate and identify street lighting opportunities.
- Coordinate and conduct energy audits.

Details of this plan are summarized by City and District in the following table.

Sincerely,

Greg W. Stevens
Principal

City	Facility	Activity
Carson	Veterans and Carson Parks	Application and calculation assistance for HVAC and lighting upgrade projects.
Carson	All	Complete “At a Glance” report.
Carson	Ten Parks	Complete energy audits.
El Segundo	City Hall, Police Department, Fire Department, Maintenance Yard, Water District Building, Sheldon Park	Application and calculation assistance for installed lighting projects.
El Segundo	All	Complete “At a Glance” report.
El Segundo	City Hall, Police Department, Fire Department, Library	Coordinate energy audits.
Gardena	Police Department	Application and calculation assistance for lighting and HVAC upgrade projects.
Gardena	All	Complete “At a Glance” report.
Gardena	City Hall, Nakaoka Center, Rush Gym, Human Services, Rowley Park, Transit Center	Conduct energy audits.
Hawthorne	City Hall	Application and calculation assistance for LED lighting and chiller upgrade projects.

City	Facility	Activity
Hawthorne	All	Complete "At a Glance" report.
Hawthorne	Police Department	Coordinate energy audit.
Hermosa Beach	All	Complete "At a Glance" report.
Hermosa Beach	City Hall, Community Center, Theater	Coordinate energy audits.
Inglewood	City Hall	Application and calculation assistance for window film project.
Inglewood	All	Complete "At a Glance" report.
Inglewood	Street Lights	Application and calculation assistance for LED lighting project.
Lawndale	All	Complete "At a Glance" report.
Lomita	City Hall	Application and calculation assistance for VFDs on supply and return fans.
Lomita	All	Complete "At a Glance" report.

City	Facility	Activity
Lomita	City Hall	Coordinate energy audit.
Manhattan Beach	City Hall, Joslyn Center	Application and calculation assistance for lighting and HVAC upgrade projects.
Manhattan Beach	All	Complete "At a Glance" report.
Manhattan Beach	City Hall	Application and calculation assistance for LED lighting and HVAC upgrade projects.
Palos Verdes Estates	Palos Verdes Stables	Application and calculation assistance for lighting upgrade project.
Palos Verdes Estates	All	Complete "At a Glance" report.
Rancho Palos Verdes	All	Complete "At a Glance" report.
Rancho Palos Verdes	City Hall, Community Development, Pumping Stations, Parks	Complete energy audits.
Rolling Hills Estates	City Hall	Application and calculation assistance for lighting upgrade project.

City	Facility	Activity
Rolling Hills Estates	All	Complete "At a Glance" report.
Rolling Hills	All	Complete "At a Glance" report.
Redondo Beach	All	Complete "At a Glance" report.
Torrance	Multiple	Application and calculation assistance for lighting upgrade project.
Torrance	Several Parks	Coordinate energy audits.
District 15	Wilmington, Harbor City, San Pedro	Coordinate and conduct as many gas audits as possible.

THIS PAGE LEFT INTENTIONALLY BLANK

South Bay Cities Council of Governments

October 25, 2012

TO: SBCCOG Board of Directors

FROM: Catherine Showalter
Deputy Executive Director, Environmental Programs

SUBJECT: Energy Upgrade California (EUC) LA County Report

BACKGROUND

The purpose of sharing highlights of the Energy Upgrade California Los Angeles report is twofold:

- 1) To keep you informed of the efforts of the EUC Call Center at SBESC; and,
- 2) To make you aware of the activities in the South Bay community as an indication of residents’ interest in taking efforts to improve energy efficiency in their homes.

DEFINITIONS

There are three EUC programs from which residents may choose and these are referred to on the following slides. In order to increase understanding of the program results, simple definitions are offered below.

Basic Path

Referred to as “building envelope” measures, these are six required measures can reduce energy consumption by an average of 10%. All measures must be completed: air sealing, attic insulation, duct sealing, hot water pipe insulation (where accessible), thermostatic shut-off valve (on showerhead), combustion appliance safety testing (including installation of carbon monoxide monitor).

Rebate amount: \$1,000

Advanced Path

This is a customized energy efficiency solution based on a comprehensive energy assessment (includes building envelope measures). Potential measures include: wall insulation, duct replacement, high-efficiency furnace, energy-efficient cooling, water heater system, energy-efficient windows, energy-efficient lighting fixtures, other custom energy-saving measures.

Rebate amount: \$1,250 - \$4,000 tied to percentage of energy savings achieved (10% - 40%)

Flex Path

Homeowners choose a combination of two or more qualifying measures with a combined point value of 100 or more. A comprehensive energy assessment is not required. Qualifying measures

include: wall or crawlspace insulation, air sealing, attic insulation and air sealing, attic radiant barrier, efficient furnace or central A/C, efficient heat pump, whole house fan, programmable thermostat, duct sealing and insulation, duct replacement and insulation, Energy Star windows, tankless or efficient hot water heater, pipe wrap, low-flow fixtures, efficient lighting fixtures, cool roof.

Rebate amount: \$1,500

RETROFITS RESERVED PER SOUTH BAY CITY

This list refers to projects for which reservations have been made with the utility company and the County of Los Angeles. They are not yet completed.

<u>City</u>	<u>Total # Projects</u>	<u>Basic/Advanced Path</u>	<u>Flex Path</u>
Carson	7	4	3
El Segundo	0		
Gardena	6	1	5
Hawthorne	11	4	7
Hermosa Beach	2	2	
Inglewood	8	2	6
Lawndale	4	2	2
Lomita	1	1	
Manhattan Beach	5	2	3
Palos Verdes Estates	3	2	1
Rancho Palos Verdes	14	9	5
Redondo Beach	10	9	1
Rolling Hills	0		
Rolling Hills Estates	3	2	1
Torrance	17	10	7
Harbor City	2	1	1
San Pedro	4	2	2
Wilmington	0		
Unincorporated LA County	210*		
TOTALS	97	53	44

* Note: The communities within unincorporated LA County were not differentiated.

STAFF RECOMMENDATION

Receive and file

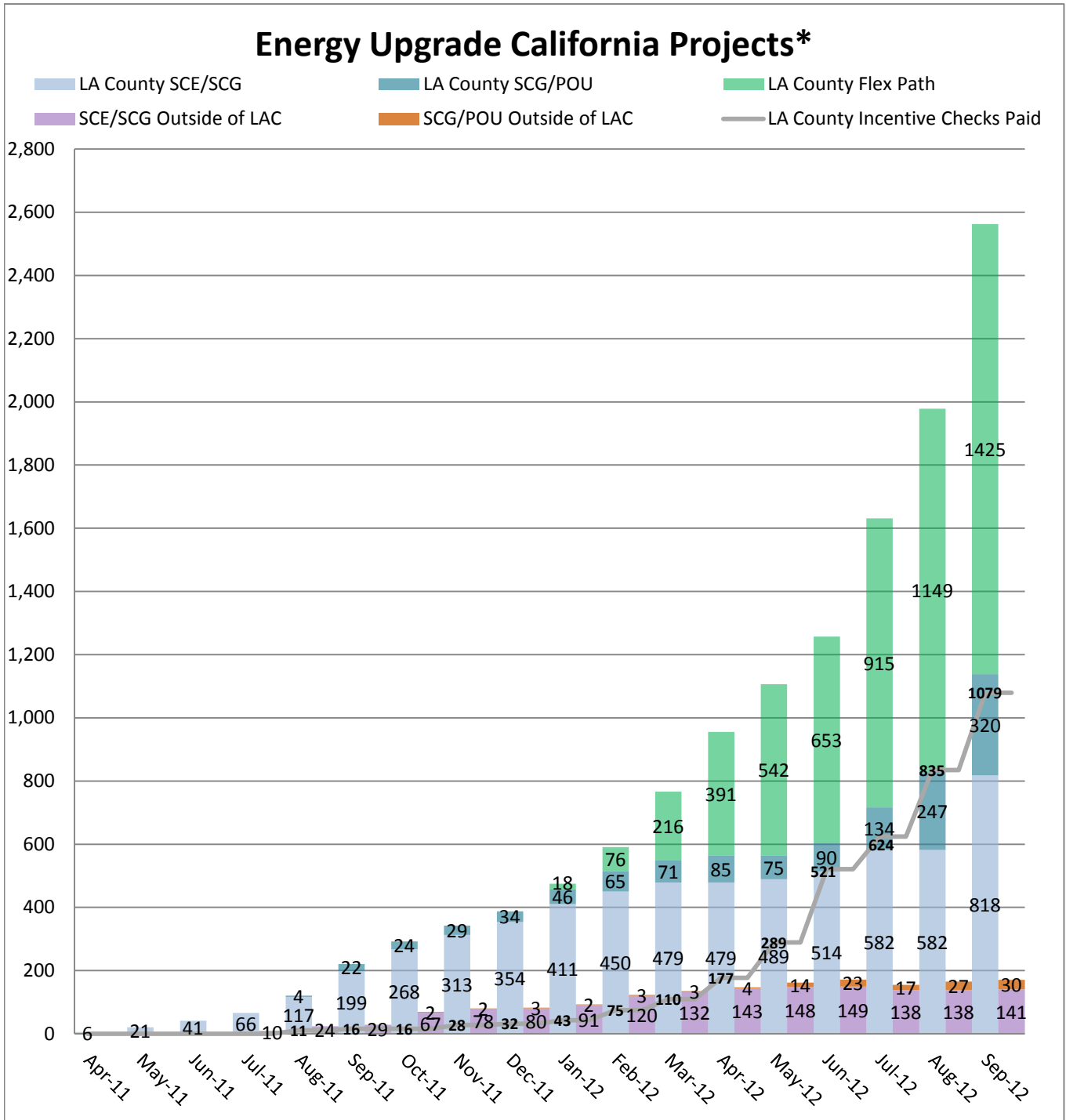
APPENDIX

Key to Energy Upgrade California terms found on slides

Term	Refers to
LA County SCE/SCG	Edison/So Cal Gas customers in Los Angeles County Basic or Advanced projects
SCE/SCG Outside of LAC	Edison/So Cal Gas customers outside of Los Angeles County Basic or Advanced projects
LA County SCG/POU	So Cal Gas customers/publicly owned utility (i.e. LADWP, Pasadena, Glendale, Burbank) in LA County Basic or Advanced projects
SCG/POU Outside of LAC	So Cal Gas customers/publicly owned utility outside LA County Basic or Advanced projects
LA County Flex Path	Flex Path is only offered in Los Angeles County and the rebate amount is paid by Los Angeles County
Incentive Checks Paid	LA County utility matching rebate checks/Flex Path rebate checks

Prepared by Catherine Showalter with input from Grace Farwell-Granger

Energy Upgrade California Overview Driving Market Transformation

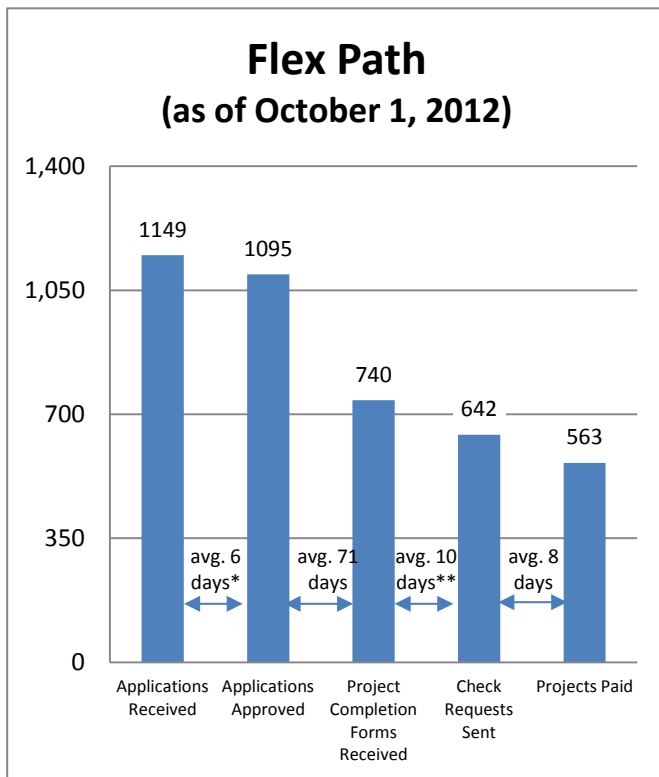


*Data provided by SCE/SCG; some data not available for August.

Breakdown of Upgrade Projects*					
Retrofit Project Type	Percent of Projects	Number of Projects	Average Savings	Average Cost	Average Rebate (Utility + LA County)
Advanced Path	42.92%	1,100	28%	\$12,651	\$5,134
Basic Path	1.48%	38	10%	\$4,329	\$2,000
Flex Path** <i>(launched 1/16/12)</i>	55.60%	1,425	16.7%	\$5,672	\$1,500**

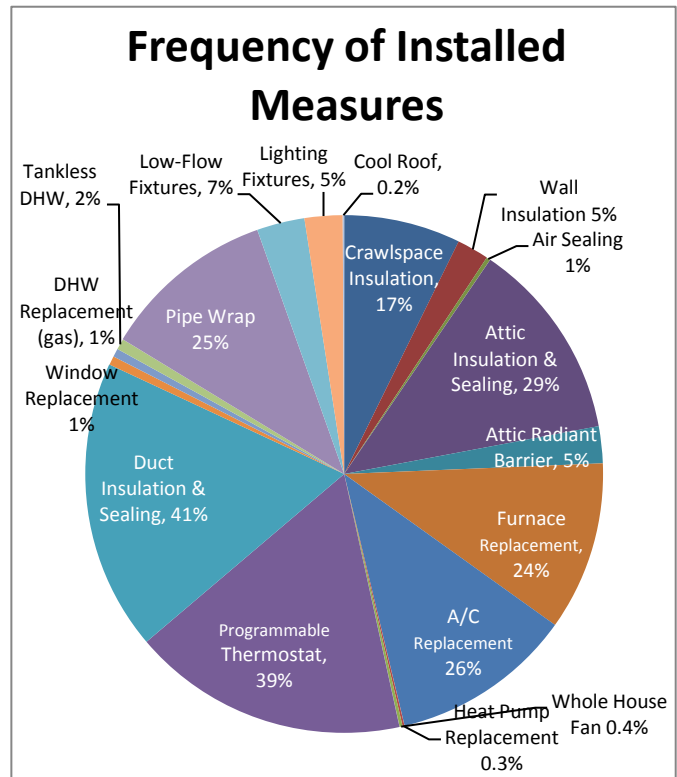
*Original SCE Estimate: 90% Basic/10% Advanced; estimated average savings <15%

**This incentive is paid by LA County only. Utility single measure rebates may apply.



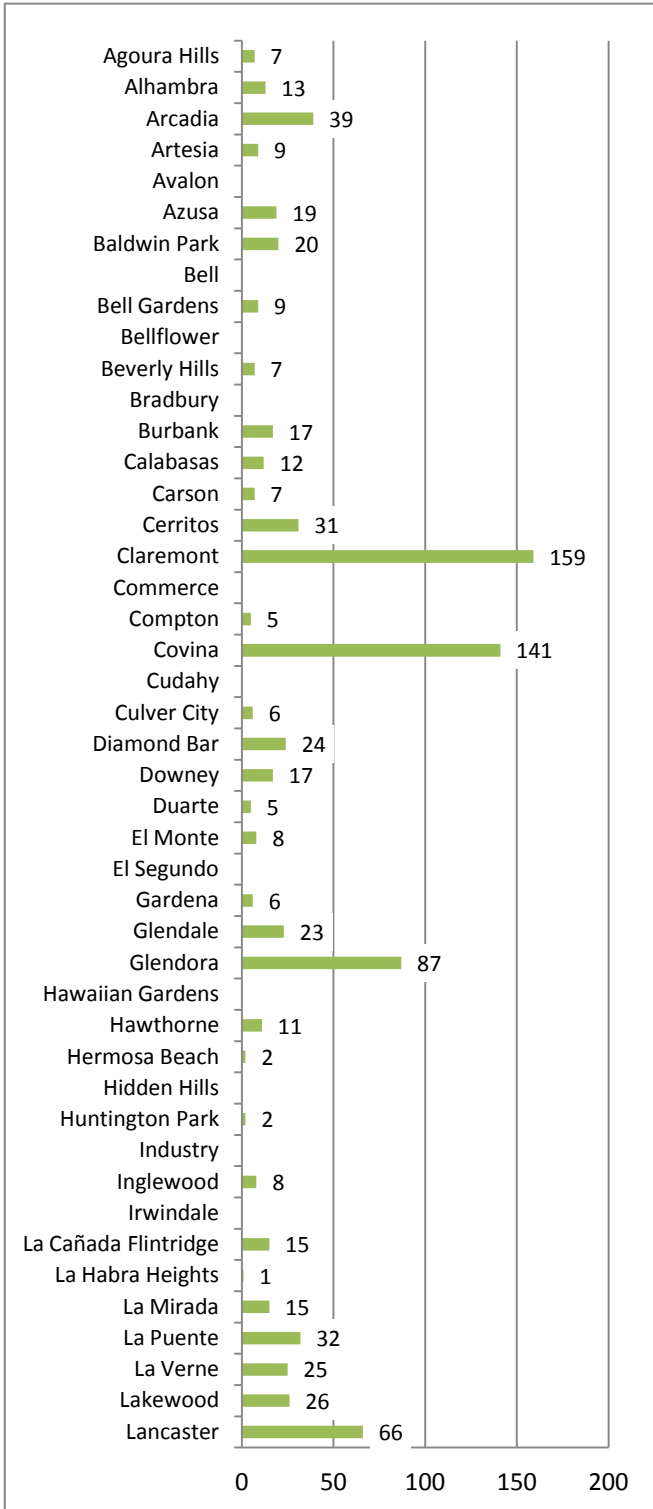
*As of May 2012, this data point has been updated to reflect the date at which an application is received and complete, including a W-9. Previous months tracked only the online form submission.

**As of May 2012, this data point has been updated to reflect the date at which a complete Project Completion Form has been received, including all supporting documentation. Previous months tracked only the online form submission.

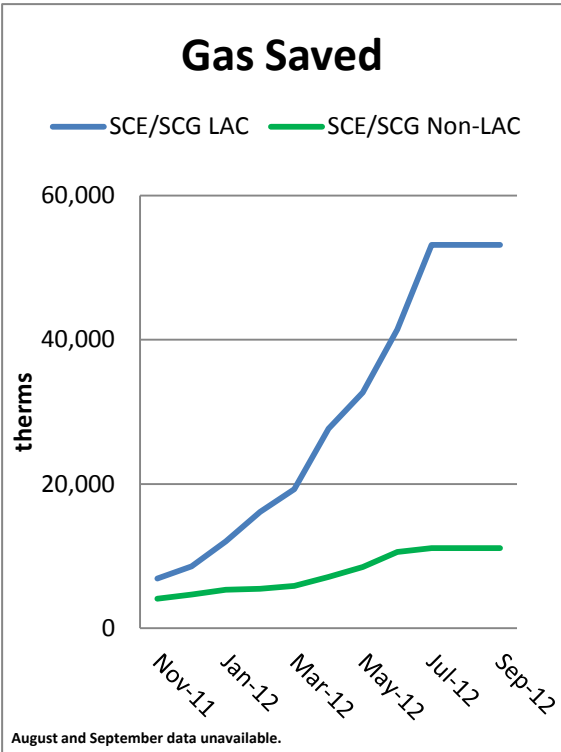


Since each Flex Path project includes two or more retrofit measures, the percentages above do not sum to 100. Each percentage represents the frequency that a particular retrofit measure is included in a Flex Path application.

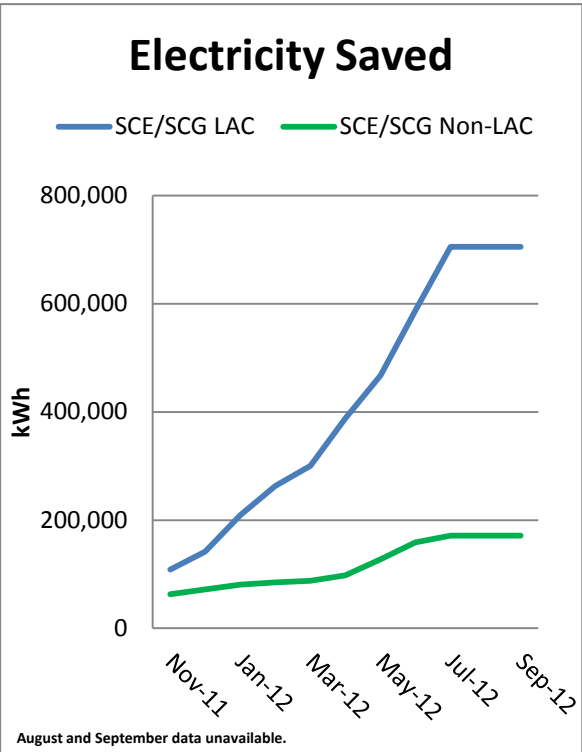
RETROFITS RESERVED PER CITY



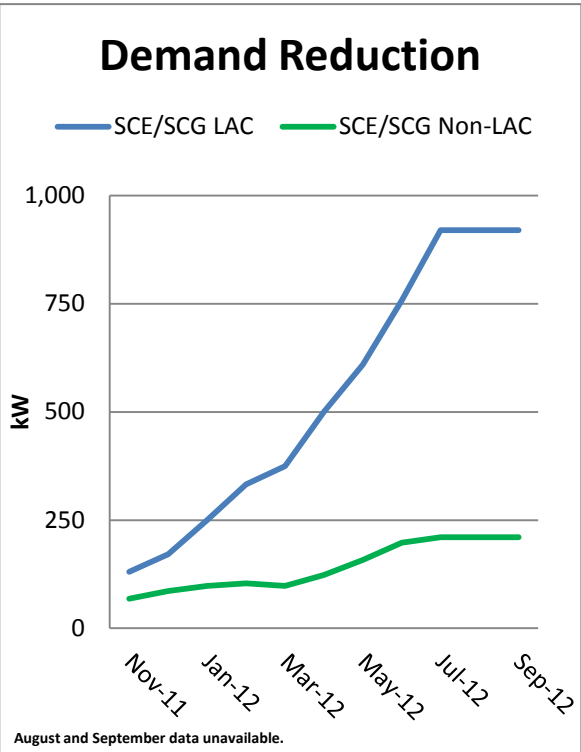
LA County Energy Savings



Decrease in the amount of natural gas per year that would have been supplied to SCG customers in SCE territory as a result of Advanced and Basic retrofit projects

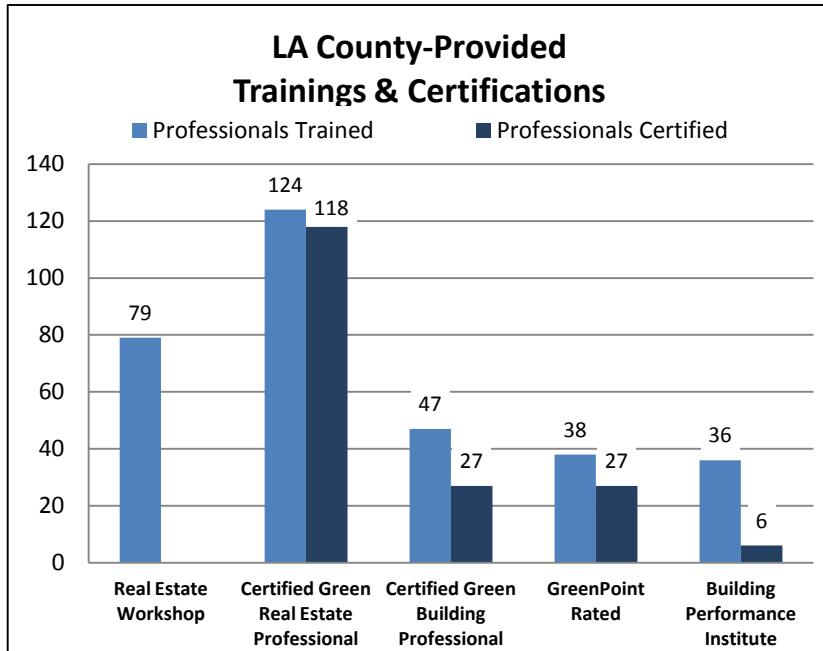


Decrease in the amount of electricity that would have been supplied per year to SCE customers as a result of Advanced and Basic retrofit projects



Decrease in the electrical demand needed to supply to SCE customers per year as a result of Advanced and Basic retrofit projects

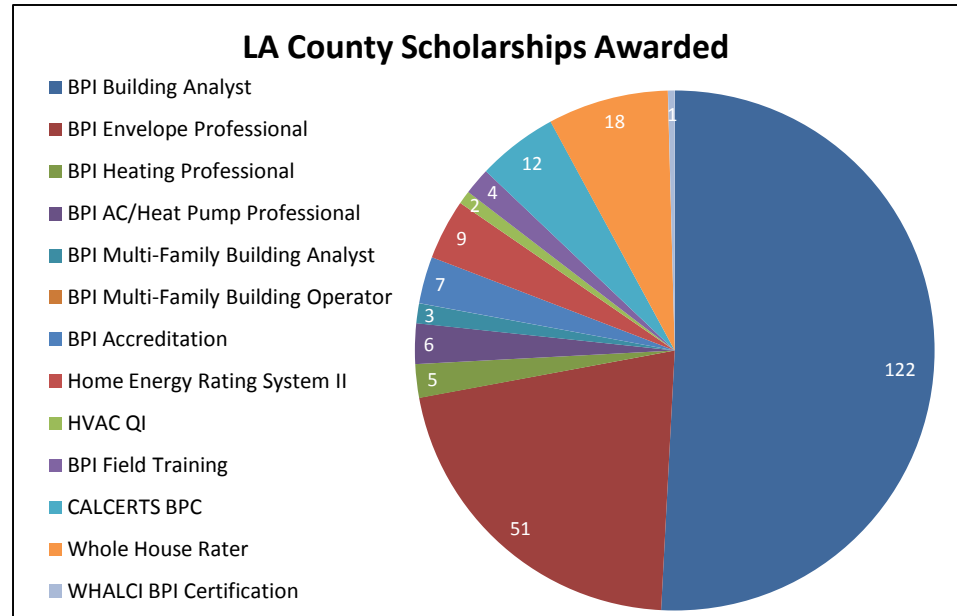
LA County Workforce Development



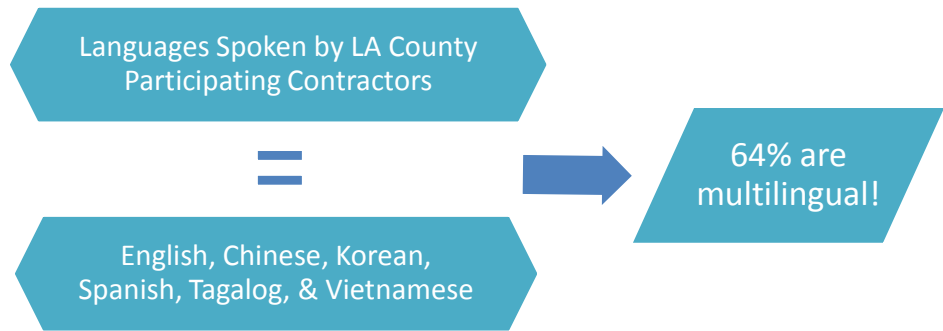
The number of people who have been trained and received the certification to date through trainings provided by Build It Green and CBPCA. Trainings were provided at LA County's direction. There is often a lag time between the date of training and when the certification is complete. Not all courses have a certification attached.

Certifications include Certified Green Real Estate Professional, Certified Green Building Professional, GreenPoint Rater Existing Home, and Building Performance Institute Building Analyst. Certifications pending test results.

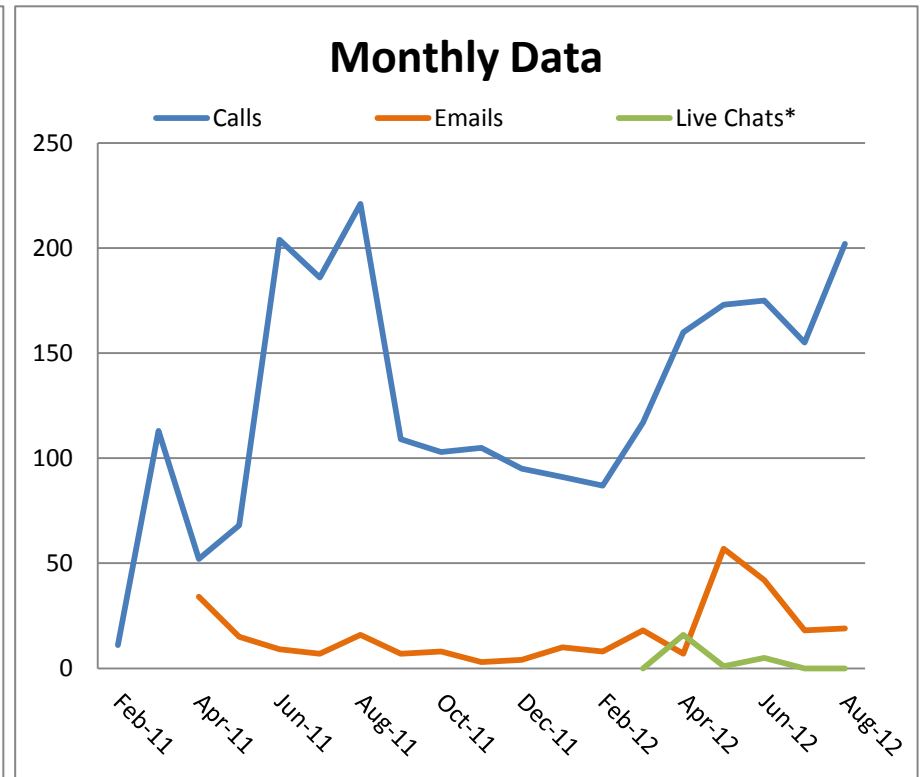
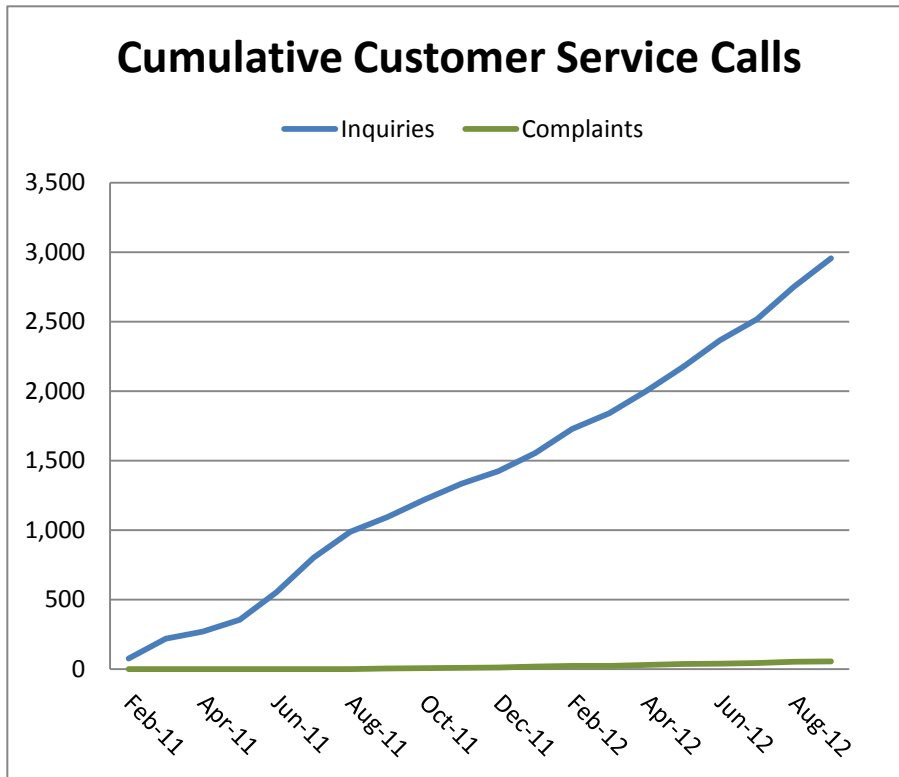
Trainings include: How to Make Money Selling Green Homes, Certified Green Real Estate Professional, Certified Green Building Professional, GreenPoint Rated Core, GreenPoint Rated Existing Home, Advanced Package and BPI Training Series.



People awarded scholarships under the Los Angeles County Contractor Scholarship program. Scholarships were awarded to individuals who showed proof of achieving a qualified certification.



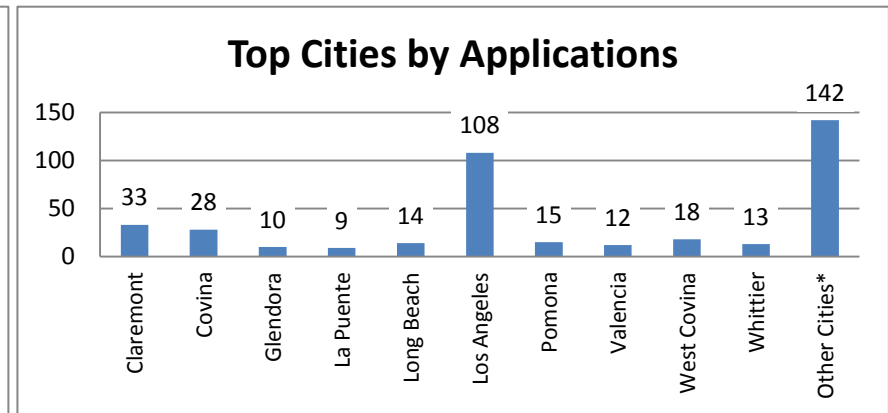
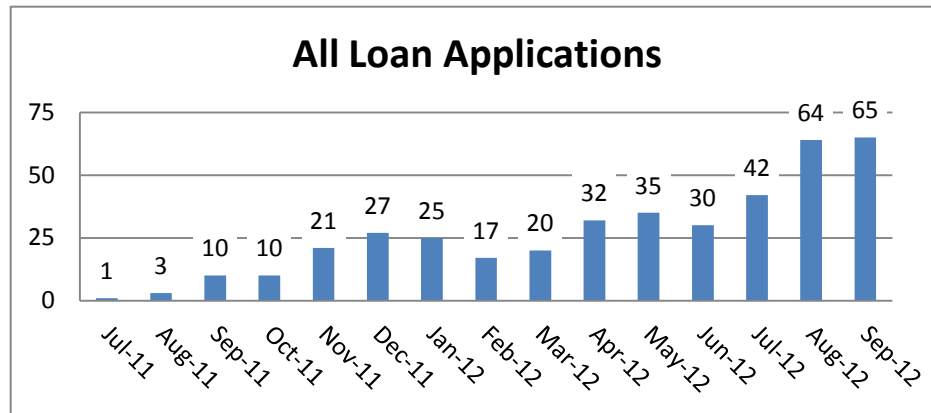
LA County Customer Service



*The "Live Chat" feature ran from March to June 2012.

	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12
South Bay Customer Service Calls for LA County	11	113	52	68	204	186	221	109	103	105	95	91	87	117	160	173	175	155	202	190
LA Helpdesk Customer Service Emails			34	15	9	7	16	7	8	3	4	10	8	18	7	57	42	18	19	26
South Bay Customer Service Online Live Chats														0	16	1	5	-	-	-

LA County Residential Financing



Dec. 2011: 2% loan offered. Rate of applications received per month increased 2.5x.
Mar. 2012: Included Flex Path projects for financing.

*Other Cities include those that have seven applications or fewer.

Summary Dashboard (Funded + Committed Loans)

	Count of Applications	Total Loan Value	10% LLR	2% Buy Down
EECBG Funds**	-	-	\$450,000.00	\$538,000.00
Closed Loans	133	\$1,813,551.59	\$236,854.35	\$233,827.25
Pending Loans	79	\$1,392,790.24	\$139,279.02	\$194,990.63
Total	212	\$3,206,341.83	\$376,133.37	\$428,817.88
Remaining EECBG Funds	-	-	\$73,866.63	\$109,182.12

**May 2012: Additional funds were added to support the 10% LLR and 2% Buy Down.

Application Status by Geographical Area

	Approved	Pending	Funded	Cancelled	Declined	Total
City of Los Angeles	24	3	30	20	31	108
Incorporated	47	4	93	59	57	260
Unincorporated	8	1	10	7	6	32
Outside LA County	n/a	n/a	n/a	1	1	2
Total	79	8	133	87	95	402

South Bay Cities Council of Governments

October 25, 2012

TO: SBCCOG Board of Directors

FROM: Steering Committee

SUBJECT: SBCCOG Boundaries

BACKGROUND

After consulting the Joint Powers Authority agreement and the Bylaws, it was discovered that there is not specific definition for the boundaries of the SBCCOG. The only place that the definition is at all described is on the website in the Chair’s message which says:

The SBCCOG is a joint powers authority of 16 cities and the County of Los Angeles that share the goal of maximizing the quality of life and productivity of our area.

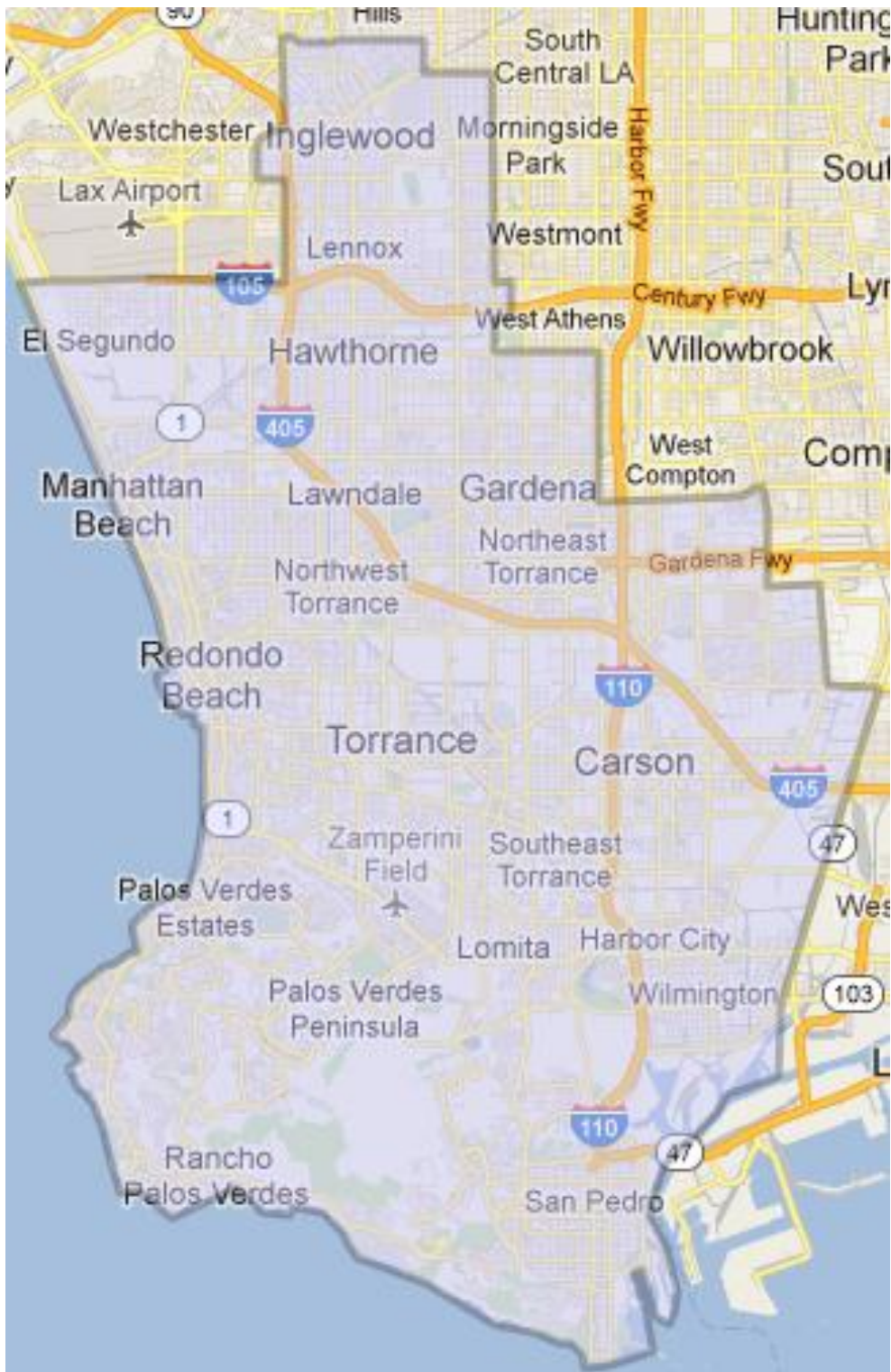
Our members are Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance, and the Harbor City/San Pedro communities of the City of Los Angeles, along with the County of Los Angeles District 2 and 4.

While this has not been a problem in the past, with the need to consider eligibility of projects within the Measure R South Bay Highway Program, a question has arisen regarding SBCCOG boundaries in the City of Los Angeles.

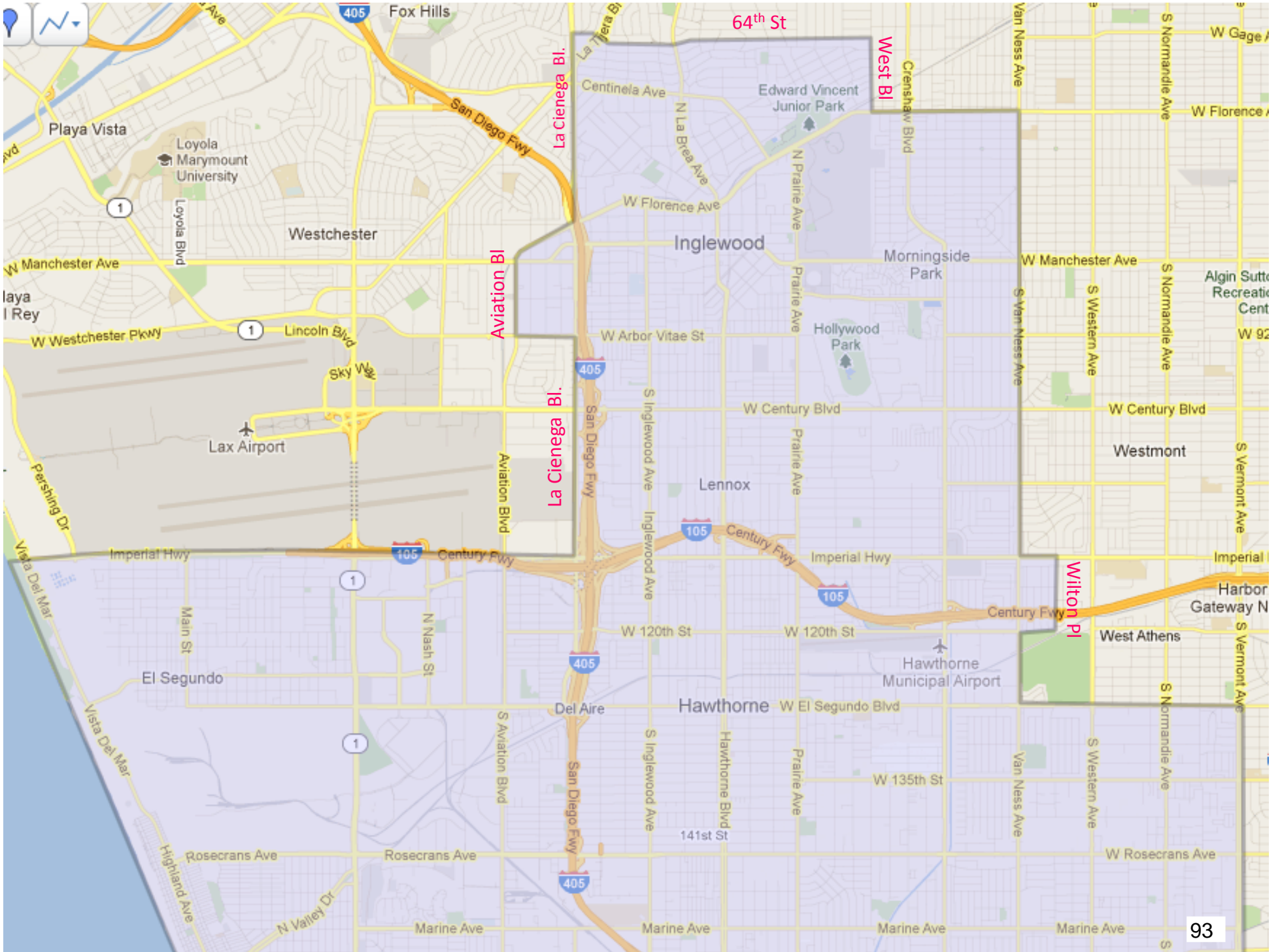
RECOMMENDATION

The Steering Committee recommends that the Board of Directors officially adopt the following boundaries:

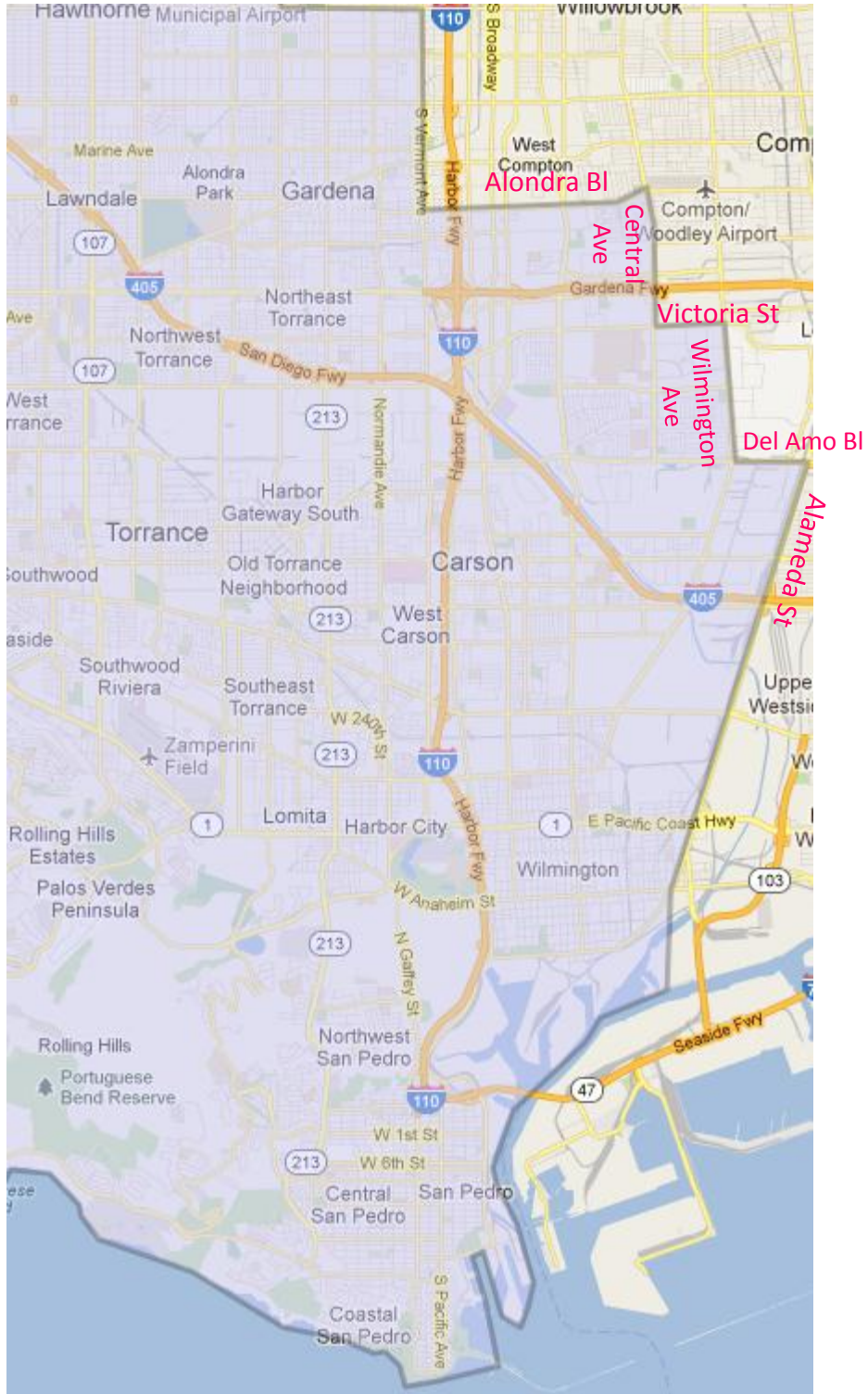
- The corporate boundaries of the 15 cities that are solely included in the South Bay.
- The county unincorporated areas contained in the following communities of Districts 2 and 4 which were designated at the time that the county joined the SBCCOG: Athens/Westmount, Del Aire, La Rambla, Lennox, West Alondra Park, West Carson, and Westfield.
- The Harbor City/San Pedro and Wilmington communities of the City of Los Angeles. The northern boundary of the City of Los Angeles ‘strip’ area of District 15 in the SBCCOG shall be as far north as the City of Carson extends (East Alondra Blvd.).



Proposed Official SBCCOG Boundaries- DRAFT 10/15/12



El Segundo BI



South Bay Cities Council of Governments

October 25, 2012

TO: SBCCOG Board of Directors

FROM: Jacki Bacharach, Executive Director

RE: Web Site Redesign

Background: The South Bay Cities Council of Governments (SBCCOG) currently operates two web sites - the SBCCOG at *www.southbaycities.org*, and the South Bay Environmental Services Center (SBESC) at *www.sbesc.com*. The web site design and functionality has not been updated for several years leaving the sites stale and hard to navigate, as well as difficult for our non-technical staff to update. To address these issues, staff sought advice from technical staff from other agencies and developed a Request for Proposal (attached) to meet the following goals:

- Serve as a resource for cities, regional agencies, and the public
- Encourage participation at SBCCOG & SBESC meetings, trainings, and events including RSVP tools
- Provide timely and interesting information on programs - LUV, Energy Efficiency, Measure R, Water Conservation, etc.
- Promote the work of the SBCCOG and SBESC
- Provide tools for cities to assess green house gas reduction strategies for gas and electricity usage
- Provide interface for cities to provide project information and maintain reporting requirements for the South Bay Measure R Hwy Program
- Enhances the SBCCOG and SBESC social media presence

Currently, the sites use two different development platforms - Drupal used for the SBCCOG site hosted by WAO.com a division of Blue Calico, Ltd and a proprietary system managed by the company Blazonco that uses PHP (HypertextPreprocessor) and CSS (Cascading Style Sheets) for the SBESC site.

Request for Proposal: The SBCCOG received 18 proposals from across the United States ranging in cost from \$7,150 - \$168,175. A selection review committee was formed to review the proposals, participate in interviews for top candidate firms, and make recommendations on selection. The Committee members included SBCCOG and SBESC staff, and IT experts from SCAG, ITERIS, and First 5 LA. Out of the 18 proposals, five firms were invited for interviews, and two firms were asked to refine their proposal for "Best and Final". The top two firms were:

- Confluence, Washington, DC

- Civic Resource Group, Los Angeles, CA

Both proposals build on the existing sites' content and bring them onto one secure content management system - Drupal. Drupal provides an open source platform with the functionality needed to meet the goals of both the SBCCOG and the SBESC. In addition, there are hundreds of modules that work with Drupal that can be used to customize and extend our sites. Just a few of the agencies that use Drupal include SCAG, The White House, and Harvard University's Science and Engineering department.

Evaluation: Further analysis is being conducted and a final recommended company should be available at the Board meeting.

Funding: The cost to redesign the sites will be funded through a number of different programs including South Bay Measure R Hwy Program, Utility Partnership, and Climate Action Planning funds. In addition, it is anticipated that some SBCCOG funds will also be needed.

Recommendation: Authorize the SBCCOG staff to negotiate contract with (NAME OF FIRM TO BE SENT SEPARATELY TO BOARD MEMBERS AND POSTED ON THE WEB PRIOR TO THE MEETING) for an amount to be approved by the Steering Committee.

Prepared by Kim Fuentes

LA Regional Water Quality Control Board Report

By Mary Ann Lutz,
Board Member LA Regional Water Quality Control Board
Mayor, City of Monrovia

Date: September & October 2012

September, 2012:

Sam Unger, Executive Director Report:

- The Carson tank farm site known as Kast or Carousel neighborhood was updated. There has been much activity there. Almost every Board member walked the site with Sam Unger. I asked a friend who works in environmental justice issues mostly relating to water, Maria Elena Kennedy to join us. The tour was very informative and gave all board members a clear understanding of the site and the challenges.

The Board Chair, Maria Meherian, member Fran Diamond and Sam Under met with Shell to discuss the situation in Carson. Shell has agreed to assist and pay for a panel of experts to review the site and present recommendations to resolve the problems. Shell has agreed to abide by whatever results come from this panel. Maria Elena Kennedy has agreed to be a part of the panel as the outreach expert; the other members have yet to be determined. At the meeting I asked that once the panel members are finalized that they come before the board to discuss their scope of work and so that we could meet them.

There have been some recent concerns. AT&T was digging an excavation hole, about 3 ft. deep, when a thick black substance began seeping out of the hole. The digging was ceased immediately and the material was taken for testing. The results of the test show that the material was crude oil. The hole was filled with clean materials and an order has been sent to Shell to investigate the leak and clean up the problem.

The residences of the neighborhood were very concerned regarding this leak and have requested for a more aggressive action. Sam will work with the City of Carson and Shell to expedite the situation.

- Sam Unger reported on the Ujima Village tank farm site. DTSC is now taking the lead on the outreach for this area. The excavation and clean-up has begun and all parties seem to be working well together.
- City of Malibu has submitted their reports that were due to us regarding the water treatment plant. The next step is the certification of the EIR.

State Water Board Report by State Board Vice Chair Fran Spivey Weber:

- Ms. Weber announced that the Governor has indicated that he will not be making any appointments or reappointments until after the election in November. Therefore all of the members waiting for reappointment will remain through the end of November using the 60-day grace period.
- Next month the State Board will hear the Cal Trans Stormwater Permit.

Agenda Item #7, Waste Discharge Requirements and Clean Water Act Section 401 Water Quality Certification:

Near the City of Santa Clarita and Valencia is an area owned by Newhall Land and Farming Company known as Newhall Ranch. This land runs alongside the Santa Clarita River. The applicant has requested waste discharge requirements for their large development.

The Newhall Ranch Resource Management and Development Plan ("RMDP") provides for resource management and development in an area encompassing 13,650.7 acres in northwestern Los Angeles County, including the 11,999-acre Newhall Ranch Specific Plan ("NRSP") area. Implementation of the RMDP will allow development of a master planned community within the NRSP area, with interrelated villages that provide housing, commercial/industrial uses, and related public facilities and open space. This development is intended to meet long-term housing demands and provide additional jobs in the region to help address demographic growth trends. The RMDP site includes roadway infrastructure improvements within areas adjacent to the NRSP necessary for traffic circulation. The five villages included are: Landmark Village, Mission Village, Homestead South Village, Homestead North Village and Potrero Village.

This master planned community is planned in phases and when complete (in many years) will include approximately 60,000 homes in 11,999 acres. The plan also includes significant additional riparian land and spineflower preserves.

The issues before this board are not to approve the master plan as land use – the Regional Water Quality Control Board does not govern land use, but rather to approve waste discharge regulations, address mitigation and floodplain protection, regulate constituents in the discharge, address the recycled water plans, low impact development policies and ensure the health of the Santa Clarita River.

This item first appeared before this board in June of 2011. At that time the Board had more questions than time permitted. There were concerns relating the floodplain, downstream impacts, the buffers between the development and the river, the recycled water program and wastewater treatment facility. It was agreed in June that the Board would continue this hearing to garner more information from the applicant.

A site tour was conducted on August 7 for Board members and the public; afterward a short continuation of the June hearing took place. After that hearing both the applicant and Water Board staff met several times to discuss the outstanding issues.

In the meeting held on September 14 the following items were addressed in the Revisited Waste Discharge Requirements:

- Newhall reached an agreement with the California Coastal Conservancy (CCC) to enter into a preliminary floodplain conservation agreement to protect floodplain values of approx. 439 acres in Ventura County.
- The modeling for floodplain mitigation was improved and clarified to address 100-year floodplain that will move approximately 110.5 acres out of the flood plain by overbanks. This plan allows the river to continue to meander and reclaim farm fields, provides access to stored sources of sediment for transport downstream to reduce downstream impacts. The plan ensures no home will be built in the 100-year floodplain.
- The revisions address the issue of chloride in the river as Newhall will be required to construct interim chloride reduction facilities that would operate until they build the first phase of the Newhall Ranch Waste Water Treatment Plant.
- The revisions address the geomorphology monitoring and management and allow for reopeners as needed and a new schedule.
- The buffers between the river and development were revised to allow for a minimum width that will benefit the habitat and intercept pollutants. These new buffer requirements will serve to minimize the effects of urban land uses on the river and riparian areas.
- The applicant has agreed to LID (Low Impact Development) standards that are more stringent than the Ventura MS4 permit and those anticipated in the new LA MS4 permit. They agreed that the volume of Stormwater in a 24 hour design storm to be 1.1 inches.

There were some concerns remaining by several in opposition to the permit. Those referred to the hydro modification impacting the river and floodplain, a desire to have even more stringent LID plans, a desire for more monitoring, increased BMP criteria and assurances that pristine areas are protected.

Overall, the board agreed that the applicant has made many concessions to comply with our requirements to protect water quality, the river and downstream impacts. The Board voted unanimously to approve the permit.

October 4 & 5, 2012:

***This is a special two-day board meeting to focus on one agenda item, Los Angeles MS4 permit. Public comment and the Executive Officer reports will be heard at the end of the meeting on October 5.**

State Water Board Report by State Board Vice Chair Fran Spivey Weber:

- The Governor signed SB 965 by Senator Wright regarding ex parte communications. The State Board Attorneys are working on ways to communicate the details of the bill. There is a provision in the bill that cuts off the ex parte communication at a time to be determined prior to an agenda item being heard. The State Board Attorneys will be giving each regional board a recommendation as to when that should take place. For example if there is a hearing on an item scheduled for December 10, 2012 a board could make a policy that all ex parte communications must cease ten days prior to the hearing (December 1, 2012).
- The State Board Adopted the Caltrans General MS4 Permit. They included a reopener for receiving water limitations and they will be recommending to each region that they add such an opener in each of their

MS4 permits. This is in hopes that they can make sure the all MS4 permits throughout the state have the same guidelines regarding receiving water.

- The State Board is interested in working with all of the regions to “harmonizing” all of the MS4 permits.
- Yesterday the State Board approved two groups of grant applications for Stormwater projects. The first group will be funded immediately. The second group will be funded but only after a few clarifying questions can be answered by the applicant.

Item 8: Los Angeles NPDES, MS4 Permit:

At the onset of the agenda item I made this statement for the record:

“In response to the urging of the Water Board counsel, I have decided to recuse myself from participating in the proceedings of this Board regarding the Los Angeles MS4. I understand the recommendation from counsel and I disagree with their conclusions. I believe that I have fully complied with the provisions of the Administrative Procedures Act, that I have taken no disqualifying actions, and that I could participate in these proceedings with an open mind, free from bias or the influence of any undisclosed communications that actually relate to this issue.

“Although I have decided to recuse myself from these proceedings regarding the LA MS4, I want the record to reflect how and why I reached this conclusion and my strong opinion that the staff’s advice to me and the Board was result-oriented and not in the best interest of this Board or the people we serve. I have made this decision, rather than resist the staff’s conclusions; solely because I believe it is best that the focus of the process is on the application and its merits, rather than on the appropriateness of my participation.

“From the outset of this process, I knew and understood the regulations and acted accordingly. In fact, it was I who reminded staff and attorneys on several occasions that I should not hear comments, or be sent communications regarding this item. I know, understand, and obey, not only the spirit but, the literal writing of the Water Code and the other laws that govern our service.

“Let me refresh your memory regarding the events that took place. Knowing at that time, I was recused from the item I consulted Water Board Attorneys and Executive Officer apprising them of my idea to gather the MS4 stakeholders together with the purpose of narrowing the MS4 issues. All agreed that this was appropriate and within my ability to do so, one even told me they felt this was a very positive step and that it would serve to improve the communication and the process for the MS4. Attorney Fordyce suggested that I keep my focus on gathering the stakeholders together and not be involved in any of the details. I agreed. I made no less than three disclosures to the public and my colleagues regarding my intentions at Water Board Meeting and at no time did any objections follow those disclosures.

“When the California Legislature changed the provision of Section 13207 to eliminate the conflict of interest provisions that had previously been interpreted to bar my participation, I immediately changed my actions to adhere to those new provisions. Again, I followed, and obeyed the spirit and literal language of the Water Code and the other laws. But it soon became clear to me that interest groups and some members of the staff were not going to let this issue drop merely because the Legislature told them to.

“I was then informed that due to this Water Code change I would need to gather all communications, paperwork, emails and notes regarding the MS4. I spent countless hours reviewing my emails, going through notes and recalling my past conversations. I have submitted all this information to the Water Board Attorneys. I have complied with every request, and feel that the communications that have been submitted and have been cleared by others to disclose are complete. Frankly, I submitted more information than was legally required. But the Board Attorneys, without legal authority and without any factual basis, have advised that because a few emails that do not relate to the substance of this permit have not been made public, my communications have not been fully disclosed. I believe that all the information provides a clear picture that confirms that I was not intimately involved with any stakeholder during the process. I have informed the board attorney of these facts, to no avail, which leads me to believe that the most recent advice was determined before and without a full and fair evaluation of the facts.

“In fact, I would submit to you that I have less information regarding the opinions and desires of the stakeholders’ positions than all other board members because I was recused from all but one workshop. All other board members heard more details and more input, with more specificity regarding this permit than I.

“With regard to bias, while the Water Board Attorney feels there is no need to address accusations from third parties, I disagree. There is and has been no evidence of bias. Not on my part. I am not sure that can be said for everyone that has been involved in this process. Not only has there been absolutely no evidence of bias brought forward, I have never demonstrated a bias for or against any stakeholder. But the staff’s strong urging that I recuse myself from this proceeding, and some stakeholders’ express advocacy of that recusal implies that I cannot be fair. I am personally offended that after nearly eight years of working on this board with one goal in mind, achieving the goals of the Clean Water Act, California Water Act and Porter-Cologne Act that this accusation would be levied. My record of impartiality on this board speaks for itself.

“I have been told that in order for me to be allowed to participate in these proceedings this Board would have to engage in a full-blown hearing whereby the documents gathered would be made public and testimony would be heard regarding the information provided by me to the attorneys. There was a formal objection filed to my participation by NRDC and Waterkeepers and it is filled with inaccurate conclusions and innuendo and I would expect these two parties would be allowed to give their testimony at the hearing. I would also bring my own witnesses to testify to the fact that I was not involved in the details of the negotiations or strategic planning with the Water Board Staff regarding this permit. In fact, Water Board Staff can testify to that fact as well. My sole focus regarding this MS4 permit prior to the change in the conflict of interest law was to gather the stakeholders together to encourage them to find common ground amongst themselves to better communicate with the Water Board Staff and this body. I did not participate in that process with them.

“I understand that after hearing all these witnesses and reviewing the documents this Board would then render a decision regarding my ability to participate. The Water Board Attorneys have urged me to recuse myself and presumably would advise the Board that I should be disqualified. To fully and fairly present my side of the argument, I would have to seek the Board’s permission to waive the attorney-client privilege so that we could talk about the basis for the legal “advice” that has been given to me. Frankly, I have a pretty good idea what the result of that long, costly and distracting process would be.

“The result of this baseless and pre-determined advice that I should recuse myself is that the views and perspective I was appointed to bring to the process will not be applied to this decision, where that perspective could not be more relevant. Perhaps this was the intent of those who raised the question in the first place. I have repeatedly been told by counsel and staff that they are concerned about the possibility of lawsuits that have been threatened by NRDC and others if I continue to participate. I wish that our counsel’s advice had been driven by what is right and just, and not the fear of litigation from one side in the proceeding. In my view, staff and this Board should be just as concerned about potential litigation that may be brought by the permittees, who may well feel that staff and the interest groups have further stacked the deck against them by eliminating my perspective from this proceeding.

“Governor Schwarzenegger appointed me to this board to bring a perspective from municipal government. Governor Brown and the legislature have eliminated the conflict of interest impediments to allow that unique perspective to be a part of this discussion. All of these good intentions have been thwarted by special interest groups and the knee-jerk reactions of our attorneys. As a result, I am being disenfranchised and so, too, are those who believe a balanced consideration of these important issues is vital to the legitimacy of this permit. It is a shame that this body and this permit will be heard without my legally permitted participation.

“I am not recusing myself because I believe I have done anything inappropriate or that I am biased in any way. I do so only in an effort to preserve the process of this permit, without subjecting you, the board, and the stakeholders to any more drama and controversy. This is an important permit for our region that will have long lasting effects, and one that deserves to be heard in the best possible scenario. It is unfortunate that the fairness of this consideration is already tainted in this way.”

I then left the meeting and will not be part of the process for the Los Angeles MS4 permit. The Board will hear reports and comments October 4 & 5; they will continue the hearing to November 8, 2012 and render a decision at that time.

The Next Board Meeting is scheduled Thursday, November 8, 2012 at the Metropolitan Water District of Southern California Board Room, 700 North Alameda Street, LA, CA 90017.

The agenda is set for the hearing for Los Angeles MS4 permit.