



# San Gabriel Valley Council of Governments

## Governing Board

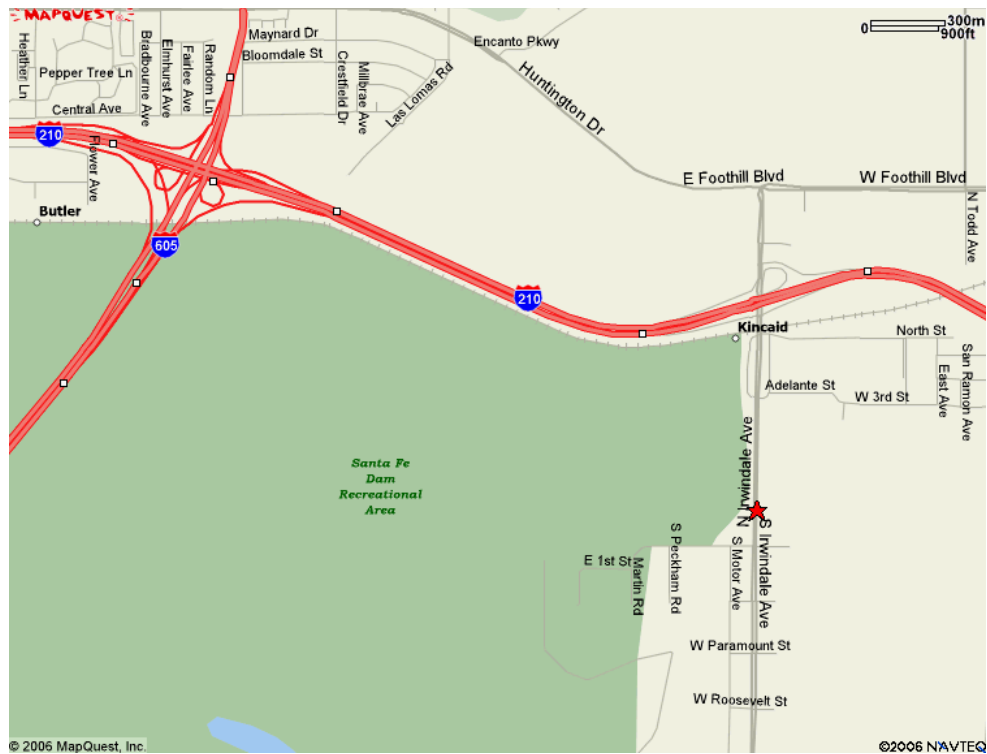
TO:	Jurisdiction	Delegate	Alternate
1	Alhambra	Barbara Messina	Steven Placido
2	Arcadia	Peter Amundson	Robert Harbicht
3	Azusa	Angel Carrillo	Uriel Macias
4	Baldwin Park	Monica Garcia	Susan Rubio
5	Bradbury	Bruce Lathrop	Monte Lewis
6	Claremont	Sam Pedroza	Joseph Lyons
7	Covina	Kevin Stapleton	John King
8	Diamond Bar	Carol Herrera	Jack Tanaka
9	Duarte	John Fasana	Margaret Finlay
10	El Monte	Norma Macias	Victoria Martinez
11	Glendora	Gene Murabito	Doug Tessitor
12	Industry	Tim Spohn	Jeff Parriott
13	Irwindale	H. Manuel Ortiz	Julian A. Miranda
14	La Canada Flintridge	Dave Spence	Laura Olhasso
15	La Puente	Charlie Klinakis	Violeta Lewis
16	LaVerne	Charlie Rosales	Robin Carder
17	Monrovia	Mary Ann Lutz	Becky Shevlin
18	Montebello	Jack Hadjinian	William Molinari
19	Monterey Park	Teresa Real Sebastian	Mitchell Ing
20	Pasadena	Terry Tornek	Margaret McAustin
21	Pomona	Stephen Atchley	Freddie Rodriguez
22	Rosemead	Margaret Clark	Steven Ly
23	San Dimas	Denis Bertone	Jeff Templeman
24	San Gabriel	David Gutierrez	Juli Costanzo
25	San Marino	Richard Sun	Richard Ward
26	Sierra Madre	John Harabedian	Nancy Walsh
27	South El Monte	Joseph Gonzales	Louie Aguinaga
28	South Pasadena	Michael Cacciotti	Robert Joe
29	Temple City	Fernando Vizcarra	Tom Chavez
30	Walnut	Tom King	Tony Cartagena
31	West Covina	Steve Herfert	Fred Sykes
32	LA County Supervisorial District #1	Martha Molina-Aviles	Teresa Villegas
33	LA County Supervisorial District #4	Dickie Simmons	Mike Hughes
34	LA County Supervisorial District #5	Sandra Thomas	Gino Sund
35	San Gabriel Valley Water Districts	Bob Kuhn	Joseph Reichenberger

Direction to CTAC Center – 6090 North Irwindale Avenue, Irwindale, CA

Exit 210 Freeway on Irwindale Avenue.

Turn south on Irwindale Avenue

At first light, turn left into the Gateway Business Center.





## **AGENDA AND NOTICE**

### **SGVCOG GOVERNING BOARD MEETING**

Thursday, September 20, 2012

6:00 PM

**Please note location**

**Southern California Edison's CTAC**  
**6090 North Irwindale Avenue, Irwindale, CA**

Barbara Messina, President  
Mary Ann Lutz, First Vice President  
Joseph Gonzales, Second Vice President  
Gene Murabito, Third Vice President

**Agenda and related materials for this agenda are  
available on our website at:**  
**[www.SGVCOG.org](http://www.SGVCOG.org)**

**Please turn off cell phones and pagers while meeting is in progress.**

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Written materials relating to an item on any Regular Meeting Agenda of the Governing Board of the San Gabriel Valley Council of Governments that are distributed to the Governing Board within 72 hours of the Meeting will be available for public inspection at the San Gabriel Valley Council of Governments, 1000 S. Fremont Ave., Building A10, Room 10210, Alhambra, CA, during normal business hours.

At a regular meeting, members of the public may comment on any matter within the jurisdiction of the Board during the public comment period and may also comment on any item on the agenda at the time it is taken up by the Board. At a special meeting, members of the public may only comment on items that are on the agenda. Members of the public wishing to speak should fill out a comment card. We ask that members of the public come forward to be recognized by the Chair and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a time limit on individual remarks at the beginning of discussion.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.

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## **PRELIMINARY BUSINESS**

**6:00 PM**

- 1.0** Call to Order
- 2.0** Pledge of Allegiance
- 3.0** Roll Call
- 4.0** Public Comment *(If necessary, the President may place reasonable time limits on all comments)*
- 5.0** Changes to Agenda Order; Identify emergency items arising after agenda posting and requiring action prior to next regular meeting *(It is anticipated that the Governing Board may take action on the following matters)*

## **CONSENT ITEMS** *(It is anticipated that the Governing Board may take action on the following matters)*

- 6.0 Approval Items** (RECOMMENDED ACTION: Approve)
  - 6.1 Adopt Governing Board Meeting Minutes – August 16, 2012
  - 6.2 Approve Monthly Cash Disbursements/Balances/Transfers
  - 6.3 Closure of Puente Hills Landfill  
RECOMMENDED ACTION: Consider sending a letter of support extending the closure of the Puente Hills Landfill to October 31, 2018.
  - 6.4 Biennial Review of SGVCOG Conflict of Interest Code  
RECOMMENDED ACTION: Reconfirm SGVCOG Conflict of Interest Code
  - 6.5 Ratification of the Agreement and Contract Amendment Deleting Amendments 1, 2 and 3 to Management Services Agreement with Arroyo Associates, Inc. and Related Temporary Employment Agreements with Marisa Creter, Genevieve Blanche and Caitlin Sims, all effective as of September 3, 2012.  
RECOMMENDED ACTION: Ratify the Agreement and Contract Amendment Deleting Amendments to the Management Services Agreement with Arroyo Associates, Inc. and related Temporary Employment Agreements with Marisa Creter, Genevieve Blanche and Caitlin Sims previously authorized by the Governing Board
- 7.0 Receive and File** (RECOMMENDED ACTION: Receive and File)
  - 7.1 City Managers Steering Committee Meeting Minutes
  - 7.2 Transportation Meeting Minutes
  - 7.3 ACE Construction Authority Minutes
  - 7.4 Correspondence

## **CLOSED SESSION** *(It is anticipated that the Governing Board may take action on the following matters)*

- 8.0** Conference with legal counsel re: potential litigation pursuant to Government Code section 54956.9(b)(3)(A) and (C) – claim for insurance coverage from Nicholas Conway for expenses re: DA investigation/potential Government Code section 1090 claim.
- 9.0** Conference with legal counsel – anticipated litigation pursuant to Government Code Section 54956.9(b)(1) – potential number of cases: one.
- 10.0** Public Employment – Government Code Section 54957  
Title – Executive Director

**GENERAL COUNSEL** *(It is anticipated that the Governing Board may take action on the following matters)*

**11.0** Status of Public Records Requests

RECOMMENDED ACTION: For Information Only

**12.0** ACE Independent Agency Feasibility Analysis and Draft Project Transfer Agreement

RECOMMENDED ACTIONS: Review and forward the City Managers TAC/Steering Committee questions regarding proposed ACE/SGVCOG separation and direct questions to the ACE CEO.

**PRESIDENT'S REPORT** *(It is anticipated that the Governing Board may take action on the following matters)*

**13.0** SGVCOG Strategic Planning Session

RECOMMENDED ACTION: *For Information Only*

**14.0** Operation and Organization Review Ad Hoc Committee

**14.1** Operation and Organization Review Ad Hoc Committee Recommendations

RECOMMENDED ACTIONS:

1. Tentatively approve Staffing Option #2 (Hiring full-time Executive Director and staff as employees of the SGVCOG), as recommended by the City Managers' TAC.

2. Direct the City Managers' Steering Committee to review the annual budget matrix (Exhibit 1) and provide analysis, including PERS impacts in light of AB 340 and potential exemptions from the existing PERS contract.

**EXECUTIVE DIRECTOR** *(It is anticipated that the Governing Board may take action on the following matters)*

**15.0** Brown Act Workshop

**15.1** Brown Act Workshop Date

RECOMMENDED ACTION: Confirm date for the Brown Act Workshop

**15.2** October 18, 2012 Governing Board Meeting

RECOMMENDED ACTION: Confirm location and time of October 18th Governing Board Meeting.

**COMMITTEE REPORTS** *(It is anticipated that the Governing Board may take action on the following matters)*

**Housing, Community, and Economic Development – G. Murabito**

**Energy, Environment and Natural Resources Committee – S. Pedroza**

**16.0** Energy Efficiency & Climate Change Conference

RECOMMENDED ACTION: Receive and file

**Transportation Committee – J. Fasana**

**17.0** Transportation Summit

RECOMMENDED ACTION: Receive and file

**ACE Construction Authority – D. Gutierrez**

**18.0** ACE Monthly Report

RECOMMENDED ACTION: Receive and file

## **LIAISON REPORTS**

**19.0** Gold Line Foothill Extension Construction Authority – S. Pedroza

**20.0** San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy – D. Bertone

**21.0** Los Angeles Regional Water Quality Control Board – M. Lutz

**BOARD MEMBER ITEMS** *(It is anticipated that the Governing Board may take action on the following matters)*

## **ANNOUNCEMENTS**

**ADJOURN**

**8:00 PM**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
GOVERNING BOARD MEETING MINUTES**

**August 16, 2012**

**PRELIMINARY BUSINESS**

**1.0 Call to Order**

Vice President Lutz called the meeting of the Governing Board of the San Gabriel Valley Council of Governments (SGVCOG) to order in Sierra Madre Room of Southern California Edison's CTAC, 6090 North Irwindale Avenue, Irwindale, CA at 6:04 PM, which was followed by the Pledge of Allegiance.

**2.0 Pledge of Allegiance**

**3.0 Roll Call**

Roll was called and the following people were in attendance. A quorum was present.

**Governing Board Members Present**

Alhambra  
Arcadia  
Azusa  
Baldwin Park  
Bradbury  
Covina  
Diamond Bar  
Duarte  
El Monte  
Glendora  
Industry  
LaVerne  
Monrovia  
Montebello  
Monterey Park  
Pasadena  
Pomona  
Rosemead  
San Dimas  
San Marino  
Sierra Madre  
South El Monte  
South Pasadena  
Temple City  
West Covina  
LA Supervisorial District 1  
LA Supervisorial District 4  
SGV Water Districts JPA

Steven Placido  
Peter Amundson  
Angel Carrillo  
Monica Garcia  
Bruce Lathrop  
Kevin Stapleton  
Jack Tanaka  
John Fasana  
Norma Macias  
Gene Murabito  
Tim Spohn  
Charlie Rosales  
Mary Ann Lutz  
Jack Hadjinian  
Teresa Real Sebastian  
Terry Tornek  
Freddie Rodriguez  
Steven Ly  
Denis Bertone  
Richard Ward  
John Harabedian, Nancy Walsh  
Joseph Gonzales  
Michael Cacciotti  
Fernando Vizcarra  
Steve Herfert  
Martha Molina-Aviles  
Mike Hughes  
Bob Kuhn

**Absent**

Claremont  
La Canada Flintridge  
La Puente  
San Gabriel  
Walnut  
LA County Supv. Dist. 5

**Staff**

Interim Executive Director  
Jones & Mayer  
Staff  
Staff  
Staff

Fran Delach  
Richard Jones  
Marisa Creter  
Genevieve Blanche  
Kathy Boyd

**Guests****SCAQMD**

ACE Construction Authority  
 ACE Construction Authority  
 SGV Consortium on Homelessness  
 Glendora  
 League of California Cities  
 SCAQMD  
 SGV Consortium on Homelessness  
 Glendora

Rainbow Yeung  
 Gil Aguirre  
 Rick Richmond  
 Paul Hubler  
 Scott Chamberlain  
 Mark Smith  
 Jennifer Quan  
 Carolyn Hamilton  
 Lisa Bartkowski  
 Ed Brubaker

**4.0 Public Comment**

Rainbow Yeung, SCAQMD, introduced Carolyn Hamilton, who will be representative for some of the COG cities, and distributed information on upcoming meetings for the proposed 2012 Air Quality Management Plan. She also distributed an invitation to the 24th Annual Clean Air Awards.

Scott Chamberlain updated the Governing Board on the SGV Consortium and Regional Homeless strategy and upcoming important dates.

**5.0 Changes to Agenda Order; Identify Subsequent Need or Emergency items**

Vice President Lutz announced Item 20, Metro Congestion Mitigation Fee Feasibility Study Presentation, would be moved to after Item 7, Receive and File Consent Items.

**CONSENT ITEMS****6.0 Approval Items**

6.1 Adopt Governing Board Meeting Minutes

6.2 Approve Monthly Cash Disbursements/Balances/Transfers

Bruce Lathrop corrected item 10.0 in the Governing Board minutes to replace the words "public comments" with "insurance claim" on the 4th line of the 3rd paragraph. A motion was made to approve Approval Items 6.1 with corrections and 6.2. (M/S/C: Bertone/Fasana; Unanimous)

**7.0 Receive and File**

7.1 City Managers Steering Committee Meeting Minutes

7.2 Transportation Meeting Minutes

7.3 ACE Construction Authority Minutes

7.4 Correspondence

A motion was made to receive and file the all items in 7.0. (M/S/C: Gonzales/Murabito; Unanimous)

**PRESENTATIONS/ANNOUNCEMENTS/INTRODUCTIONS****20.0 Congestion Mitigation Fee Feasibility Study**

John Fasana reviewed the background and need for the study prior to introducing Robert Calix of Metro. Robert Calix presented the draft Congestion Mitigation Fee Feasibility Study and confirmed Metro's continued effort to work with cities in finalizing the study.

**8.0 Pacific Municipal Consultants (PMC) Presentation related to Southern California Edison California Long-term Energy Efficiency Strategic Plan.**

Vice President Lutz reviewed, as an introduction to the PowerPoint presentation, the major deliverables from the SCE California Long-Term Energy Efficiency Strategic Plan including Greenhouse Gas Emissions Inventory and energy action plans for both municipal operations and community-wide activities to help to meet AB 32 and other General Plan Update requirements. PowerPoint presentation by Tammy Seale, Project Manager, and Norma DeCuir, included the development of Energy Action



Plans for our 27 participating cities in becoming more energy efficient and reducing energy costs to each city.

## **GENERAL COUNSEL**

### **9.0 Status of Public Records Requests**

General Counsel stated they had received a public records request from Mr. Aguirre on July 17th and that the requested items had been forwarded to Mr. Aguirre.

### **10.0 ACE Independent Agency Feasibility Analysis and Draft Project Transfer Agreement**

Governing Board was advised this item would be continued pending further review by the City Managers' Steering Committee pertaining to issues and impacts of the Draft Project Transfer Agreement. The Interim Executive Director has been asked to consolidate a list of questions to be asked of ACE staff which will be reviewed by the City Managers' Steering Committee and City Managers' Committee. These questions will be presented to the Governing Board at the September 2012 meeting prior to forwarding to ACE Construction Authority.

## **PRESIDENT'S REPORT**

### **11.0 SGVCOG Bylaws**

#### **11.1 Amendment One**

After a brief review of Bylaws' Amendment One, stating that only the immediate past President would be on the Executive Committee instead of all past Presidents, a motion was made to adopt Amendment One to the Sixth Amended and Restated Bylaws of the SGVCOG. (M/S/C: Bertone/Murabito; 25 Ayes, 2 Noes (Water Companies JPA, Industry), 0 Abstain; Motion Carried)

#### **11.2 Creation of Ad Hoc Committee**

The Interim Executive Director and Legal Counsel reviewed the purpose of appointing a committee to review the current bylaws. A motion was made to create an Ad Hoc Committee to review possible additional updates to the SGVCOG Bylaws and to appoint Kevin Stapleton, Peter Amundson, and Teresa Real Sebastian to this Ad Hoc Committee. (M/S/C: Gonzalez/Kuhn; 26 Ayes, 1 No (Rosemead), 0 Abstain; Motion Carried) Steven Ly suggested the Ad Hoc Committee be given more direction regarding Bylaws revisions. All suggested changes will be brought back to the Governing Board for approval.

### **12.0 SGVCOG Strategic Planning Session**

Vice President Lutz suggested a date be chosen by a show of hands for the next Strategic Planning Session. Availability was as follows: October 26 – 13 Board members; November 19 – 7 Board members; November 20 – 8 Board members; November 30 – 18 Board members, and February 13 – 10 Board members. It was called to the attention of the Board that some cities might be closed on a Friday if they would like staff to attend the planning session with them. As 18 Board members would be available on Friday, November 30<sup>th</sup>, a motion was made to schedule the COG Strategic Planning Workshop on Friday, November 30, 2012. (M/S/C: Murabito/Cacciotti; Unanimous)

### **13.0 Operation and Organization Review Ad Hoc Committee**

#### **13.1 Operation and Organization Review Ad Hoc Committee Recommendations**

The Interim Executive Director reviewed the staff report. Joe Gonzales explained the Committee's evaluation process for the recommendations. The committee's preferred recommendation is for the organization to ultimately hire a full-time permanent Executive Director, and contract with individuals or a consulting firm to provide the day-to-day analytical and technical/clerical staffing. Each Committee member also confirmed their support for the recommended plan. It was brought to the Board's attention that the City Managers' Steering Committee would like to review the recommendations. It was advised that City Managers'

review should be expedient and include a cost evaluation of the three recommendations as well as cost of startup, housing, and equipment compared to MSA. Review should include detangling legal aspects and being legally compliant. After discussion, a motion was made that the recommended options submitted by the Operation and Organization Review Ad Hoc Committee be referred to the City Managers TAC for recommendations including what can be done legally and associated costs with each option. (M/S/C: Stapleton/Rosales; 25 ayes, 1 no (Pasadena), 0 Abstain; Motion Carried) Interim Executive Director will work with the City Managers' Steering Committee to complete the review and return the City Managers' recommendations to the Governing Board for review and possible action at the September 2012 meeting.

#### **13.2 Temporary Change in Employment Status**

Legal Counsel and Interim Executive Director reviewed the need for corrective actions necessary to ensure the continuation of the SGVCOG's work plan as well as address potential liabilities related to perceived conflicts of interest. In order to continue progress on SGV Energy Wise Partnership (SCE), SCE's California Long Term Energy Efficiency Strategic Planning Grant and Energy Upgrade California, Los Angeles County, it would be necessary to temporarily employ the three core staff engaged in the grants as SGVCOG employees. In order to comply with State regulations, the "temporary employment arrangement" shall not exceed 1,000 hours for each employee. A motion was made to authorize Legal Counsel and the Interim Executive Director to immediately initiate:

- 1) Termination of Amendments to the MSA between AAI and SGVCOG.
- 2) Development and execution of temporary employment agreements with the three staff members currently working on the three active grant programs (CEESP, Energy Wise, and Energy Upgrade).
- 3) These actions are to be accomplished in a way that is legally justifiable and consensual to all parties to minimize liability to the COG.

(M/S/C: Fasana/Cacciotti; 20 Ayes, 4 Noes (Bradbury, West Covina, South El Monte, Glendora), 0 Abstain; Motion Carried)

In answer to a question regarding PERS impact, Interim Executive Director confirmed PERS would not be affected if employees do not exceed 999 hours.

#### **14.0 ACE Delegate and Alternate**

After a brief explanation by Vice President Lutz, a motion was made to reaffirm appointments to ACE Construction Authority Board: COG's President to serve as Delegate and COG's 1<sup>st</sup> Vice President to serve as Alternate. (M/S/C: Ly/Fasana; Unanimous)

### **EXECUTIVE DIRECTOR**

#### **15.0 Draft Quantification of SGVCOG Membership Value**

Board members with questions were asked to contact the Interim Executive Director.

#### **16.0 Brown Act Workshop**

A motion was made to approve expenditure up to \$2,500 for Brown Act Workshop to be presented by Jones and Mayer. (M/S/C: Bertone/Herfert; Unanimous)

### **COMMITTEE REPORTS**

#### **Housing, Community, and Economic Development**

## **Energy, Environment and Natural Resources Committee**

- 17.0** EENR Monthly Report  
Board was referred to report in the packet.
- 18.0** San Gabriel Valley Water Forum  
Board was referred to packet.

## **Transportation Committee – J. Fasana**

- 19.0** Transportation Summit  
Board was referred to invitation in the packet - October 3rd.
- 20.0** Congestion Mitigation Fee Feasibility Study  
This item was moved to after consent items in the meeting.
- 21.0** MTA Sustainability Policy  
This item was carried over to next month.

## **ACE Construction Authority – D. Gutierrez**

- 22.0** ACE Monthly Report  
Board was referred to the written report in the packet.

## **LIAISON REPORTS**

- 23.0** Gold Line Foothill Extension Construction Authority - No report
- 24.0** San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy - No report
- 25.0** Los Angeles Regional Water Quality Control- No report

## **BOARD MEMBER ITEMS - None**

Meeting adjourned to closed session at 8:20 PM

## **CLOSED SESSION**

Conference with legal counsel re: potential litigation pursuant to Government Code section 54956.9(b)(3)(A) and (C) – claim for insurance coverage from Nicholas Conway for expenses re: DA investigation/potential Government Code section 1090 claim.

The meeting was reconvened out of closed session at 8:35 PM. Legal Counsel reported out of closed session that there was no reportable action.

## **ANNOUNCEMENTS - None**

## **ADJOURN**

**SGVCOG**  
**Check Register**  
**August 2012**

Check		Name	Description	Paid
Date	Num			
08/15/2012	6277	Arroyo Associates, Inc.	MSA - Amend 3	2,892.82
08/15/2012	6278	Athena Parking (Alhambra)	Parking	35.00
08/15/2012	6279	CBE Office Solutions	Printing/Reproduction	22.38
08/15/2012	6280	Kelly Associates	Interim Executive Director	8,595.00
08/15/2012	6281	Technology Resources Group	Information Technology	62.50
08/15/2012	6282	SGV Assistants to City Mgrs. A	Dues/Subscriptions	55.00
08/15/2012	6283	Jones & Mayer	Legal	1,480.00
08/15/2012	6284	Jones & Mayer	Legal	2,000.00
08/15/2012	6285	Jones & Mayer	Legal	1,740.94
08/15/2012	6286	Jones & Mayer	Legal	1,036.00
08/15/2012	6287	RMR Awards	Plaques/Nameplates	65.00
08/15/2012	6288	Jones & Mayer	Legal	166.50
08/15/2012	6289	Arroyo Associates, Inc.	MSA	36,240.14
08/15/2012	6290	Arroyo Associates, Inc.	MSA - Amend 1	8,750.00
08/21/2012	6291	Coolhaus	Energywise	512.60
08/21/2012	6292	Charles Conway	Accountant	1,083.00
08/23/2012	6293	Arroyo Associates, Inc.	MSA - Amend 3	12,221.53
08/23/2012	6294	FIA Card Services	Project Reimbursement, Flyers	2,693.61
08/28/2012	6295	De Lage Landen	Printing/Reproduction	113.41
				<u>79,765.43</u>

SGVCOG

Banking

FY 2013 Bank Balances (per Bank)

Month	Total	Checking	Savings			
			Metals	2766	MS4	LAIF
Jul	\$ 1,036,716.25	\$ 646,085.09	\$ 55,285.02	\$ 1,579.61	\$ 110,211.80	\$ 223,554.73
Aug	1,374,748.58	979,117.42	55,285.02	1,579.61	115,211.80	\$ 223,554.73
Sep	-					
Oct	-					
Nov	-					
Dec	-					
Jan	-					
Feb	-					
Mar	-					
Apr	-					
May	-					
Jun	-					

FY 2013 Transfers

Month	Checking	2766	Metals	MS 4	LAIF
Jul	\$ -	\$ -	\$ -	\$ -	\$ -
Aug	-	-	-	-	-
Sep	-	-	-	-	-
Oct	-	-	-	-	-
Nov	-	-	-	-	-
Dec	-	-	-	-	-
Jan	-	-	-	-	-
Feb	-	-	-	-	-
Mar	-	-	-	-	-
Apr	-	-	-	-	-
May	-	-	-	-	-
Jun	-	-	-	-	-



# San Gabriel Valley Council of Governments

1000 S. Fremont Ave. Unit 42, Alhambra, California 91803 Phone: (626) 457-1800 FAX: (626) 457-1285 E-Mail SGV@sgvcog.org

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DATE: September 20, 2012

TO: Governing Board Delegates and Associates

FROM: F.M. Delach, Interim Executive Director

RE: **Closure of Puente Hills Landfill**

## **Recommended Action**

Adopt a position of support on the postponement of the scheduled closure of the Puente Hills Landfill and direct the Interim Executive Director to submit a letter of support.

## **Background**

In 1984, the San Gabriel Valley was home to six of Los Angeles County's landfills, making the Valley the largest assemblage of the County's landfill system. Over the last 10 years, many have been shut down, with one remaining in the subregion: Puente Hills landfill. However, the San Gabriel Valley continues to handle much of Los Angeles County's solid waste through the Puente Hills Landfill, which services homes and businesses in over 60 cities in Los Angeles County.

On September 2002, the Governing Board approved a motion to support sending a letter to the Chair of the County of Los Angeles' Regional Planning Commission expressing support for continued operation of the Puente Hills Landfill for its full and intended capacity. In 2003, the Puente Hills landfill was granted its current permit extension to operate until October 31, 2013.

Without Puente Hills landfill, San Gabriel Valley must move its solid waste to landfills outside the Los Angeles County area. Trucking materials further distances would be environmentally degrading and costly as higher gate fees and higher fuel costs would lead to increased disposal rates for ratepayers. Postponing the closure of the Puente Hills landfill until October 31, 2018 would provide numerous benefits including ratepayer savings, job retention, increased revenues to conduct safety measures, and additional funding for wildlife preservation.

## **Committee Review**

At its August meeting, the Solid Waste Working Group voted to recommend that the Governing Board adopt a position of support for a five year postponement of Puente Hills landfill.



# San Gabriel Valley Council of Governments

1000 S. Fremont Ave., Unit 42, Room 10210, Alhambra, CA 91803 Phone: (626) 457-1800 FAX: (626) 457-1285 E-Mail [SGV@sgvcog.org](mailto:SGV@sgvcog.org)

## OFFICERS

*President*  
Barbara Messina

*1<sup>st</sup> Vice President*  
Mary Ann Lutz

*2<sup>nd</sup> Vice President*  
Joseph Gonzales

*3<sup>rd</sup> Vice President*  
Gene Murabito

## MEMBERS

Alhambra

Arcadia

Azusa

Baldwin Park

Bradbury

Claremont

Covina

Diamond Bar

Duarte

El Monte

Glendora

Industry

Irwindale

La Cañada Flintridge

La Puente

La Verne

Monrovia

Montebello

Monterey Park

Pasadena

Pomona

Rosemead

San Dimas

San Gabriel

San Marino

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina

First District, LA County  
Unincorporated Communities

Fourth District, LA County  
Unincorporated Communities

Fifth District, LA County  
Unincorporated Communities

SGV Water Districts

September 20, 2012

Honorable Gloria Molina, First District Supervisor, Room 246  
Honorable Mark Ridley-Thomas, Second District Supervisor, Room 866  
Honorable Zev Yaroslavsky, Chair and Third District Supervisor, Room 821  
Honorable Don Knabe, Fourth District Supervisor, Room 822  
Honorable Michael D. Antonovich, Fifth District Supervisor, Room 869  
Los Angeles County Board of Supervisors  
Hall of Administration  
Los Angeles, California 90012

Dear Honorable Supervisors:

On behalf of the San Gabriel Valley Council of Governments, I am writing to ask you to postpone the closure of the Puente Hills Landfill and to urge your Board to consider amending the Conditional Use Permit (CUP) to keep the landfill open until October 31, 2018.

The San Gabriel Valley Council of Governments, which represents 31 cities as well as 3 Supervisorial Districts in Los Angeles County, is greatly concerned about the scheduled October 31, 2013 closure date for the Puente Hills Landfill. As Los Angeles County's largest landfill, Puente Hills receives approximately 6,000-12,000 tons of trash a day and its impending closure will force haulers to transport this trash to distant landfills at a greater expense. It is also logical to assume that if Puente Hills closes in 2013, the remaining landfills will exploit the increased demand for landfill space by raising their gate fees. Inevitably, the San Gabriel Valley residents will then face higher rates due to these additional costs.

Because of the direct and indirect impacts that the 2013 closure has on San Gabriel Valley, it is important that the Board considers postponing the closure of Puente Hills. A five-year postponement will provide a much needed solution to the above mentioned and other economic dilemmas. Additionally, there are a number of key benefits to keeping the landfill open including the following:

1. **Ratepayer savings:** Assuming even modest savings, by keeping the landfill open for five more years and disposing trash locally, the cumulative savings to ratepayers would be in the millions of dollars.
2. **Job retention:** The Los Angeles Sanitation District employs over 100 individuals. Many of those positions will be lost when the landfill closes.
3. **Financial benefits:** If the landfill is kept open for five more years, the cumulative benefit to the County received from the landfill for business license fees (\$30 million), habitat preservation (\$10 million), HHW roundups (\$7.5 million), habitat preservation (\$10 million), Community Development Fund (\$2 million), and conversion technology studies (\$500,000) is \$60 million.
4. **Increased revenues for safety measures:** A five-year postponement would collect additional gate fees to fund safety measure costs related to the landfill's closure. These measures include capturing landfill gas to prevent it from migrating into the community and contaminating groundwater supplies. Additional revenues that can be used for funding these closure costs are vitally important.

5. **Environmental benefits:** The Puente Hills Landfill Native Habitat Preservation Authority would collect an additional \$10 million from the landfill should the landfill close in 2018. The Habitat Authority presently maintains 3,860 acres of wildlife preserve. Additional funding can provide the Habitat Authority with the revenue to purchase more land for the protection of wildlife.

Based on the disposal rate of 6,000-8,000 tons per day, the landfill's remaining capacity of over 10 million tons would be sufficient to keep Puente Hills open until 2018. Closing Puente Hills in 2013, by contrast, would forfeit the unused capacity in addition to sacrificing the economic and environmental benefits.

The San Gabriel Valley respectfully urges you to support the postponement of the scheduled closure of the Puente Hills Landfill, and to amend the CUP to keep it open until October 31, 2018. Should you have any questions about SGVCOG's support for this postponement, please contact our office at (626) 457-1800.

Sincerely,

Barbara Messina  
President





# San Gabriel Valley Council of Governments

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DATE: September 13, 2012

TO: Governing Board Delegates and Alternates

FROM: Fran Delach, Interim Executive Director

RE: Biennial Review of SGVCOG Conflict of Interest Code

## RECOMMENDED ACTION:

Authorize the Interim Executive Director to reconfirm SGVCOG Conflict of Interest Code.

## BACKGROUND:

The Los Angeles County Board of Supervisors is responsible for reviewing San Gabriel Valley Council of Governments' Conflict of Interest Code. State law directs all agencies that have adopted a Conflict of Interest Code to review their code and make any changes necessitated by changed circumstances.

All agencies are required to submit to the Board of Supervisors a Biennial Review Certification Form signed by the agency head, and if needed, a revised Conflict of Interest Code with supporting documentation no later than October 1, 2012.

Conflict of Interest Code  
of the

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)**

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by reference. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

Place of Filing of Statements of Economic Interests

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Board Members, Governing Board Members, Alternate Board Members, as appropriate, and its agency head (Agency/Department Head, Executive Officer or Chief Executive Officer, Superintendent, or Director), and forward the originals of such statement to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

## **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)**

### **EXHIBIT "A"**

#### **CATEGORY 1**

Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Persons are not required to disclose property used primarily as their residence or for personal recreational purposes.

#### **CATEGORY 2**

Persons in this category shall disclose all investments and business positions.

#### **CATEGORY 3**

Persons in this category shall disclose all income and business positions.

#### **CATEGORY 4**

Persons in this category shall disclose all business positions, investments in, or income (including gifts and loans) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned to this disclosure category.

#### **CATEGORY 5**

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interest in the categories assigned to that designated position.

In addition, individuals who, under contract, participate in decisions which affect financial interests by providing information, advice, recommendation or counsel to the agency which could affect financial interest shall be required to file Statements of Economic Interests, unless they fall within the Political Reform Act's exceptions to the definition of consultant. The level of disclosure shall be as determined by the executive officer (or head) of the agency.

## **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)**

### **EXHIBIT "B"**

The following positions entail the making or participation in the making of decisions which may foreseeably have a material effect on financial interests:

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Governing Board Representative	1, 2, 3
Alternate Governing Board Representative	1, 2, 3
Executive Director	1, 2, 3
(1) Consultants	5

- (1) Only consultants defined by Title 2, Section 18701 (a) (2) of the California Code of Regulations shall be required to disclose information in accordance with the above. The Executive Director may determine, in writing, that a particular consultant is not defined by Title 2, Section 18701 (a) (2) of the California Code of Regulations and is therefore not required to disclose information or that a particular consultant is only required to perform a limited range of duties and thus is not required to fully comply with the disclosure statements. If a consultant is excepted for the latter reason, then a statement of the extent of disclosure requirements shall be included in the Executive Director's determination. The Executive Director's determination is a matter of public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Effective: 4/13/05**



# San Gabriel Valley Council of Governments

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DATE: September 20, 2012

TO: Governing Board Delegates and Alternates

FROM: F.M. Delach, Interim Executive Director

RE: Ratification of the Agreement and Contract Amendment Deleting Amendments 1, 2 & 3 to the Management Services Agreement with Arroyo Associates, Inc. and Related Temporary Employment Agreements with Marisa Creter, Genevieve Blanche, and Caitlin Sims.

**Recommended Action:**

Ratify the Agreement and Contract Amendment Deleting Amendments to the Management Services Agreement with Arroyo Associates, Inc. and Related Temporary Employment Agreements with Marisa Creter, Genevieve Blanche, and Caitlin Sims effective September 3, 2012 as directed by the Governing Board at its last meeting.

**Background:**

At the meeting of August 16, 2012, the SGVCOG Governing Board approved the establishment of an agreement to eliminate the three Amendments to the Management Services Agreement with Arroyo Associates, Inc. and temporarily hire the three staff working on the SGVCOG Grant Programs.

Pursuant to the Governing Boards' action staff has prepared the attached Agreement/Contract Amendment; Deleting Amendments 1, 2, & 3 to the Management Services Agreement with Arroyo Associates, Inc. and Related Temporary Employment Agreements implemented on September 3, 2012 with Marisa Creter, Genevieve Blanche, and Caitlin Sims. The Board is requested to approve the Agreements effective September 3, 2012.

**AGREEMENT BETWEEN  
THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
AND  
ARROYO SECO ASSOCIATES, INC.**

This Agreement is made and entered into this 1<sup>st</sup> day of September, 2012 (“Effective Date”), by and between the San Gabriel Valley Council of Governments (“SGVCOG”) and Arroyo Seco Associates, Inc., a California corporation (“Firm”), individually referred to as “Party” and collectively referred to as the “Parties.”

**Recitals**

WHEREAS, the Parties previously entered into a Management Services Agreement (the “MSA”) for Firm to provide services for the administration, management, and operation of the SGVCOG; and

WHEREAS, the SGVCOG desires to make certain changes to its organization and the Firm desires to work with the SGVCOG to implement those changes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **Termination of Amendments to the Management Services Agreement.**

The Parties agree to amend the MSA in accordance with Section 12(E) to terminate Amendment One, Amendment Two, and Amendment Three to the MSA (“Amendments”) as of the Effective Date of this Agreement. The Parties expressly acknowledge their intent for this Agreement to serve as an amendment to the MSA pursuant to Section 12(E) of the MSA. The amendments to be terminated are attached hereto as Exhibit “A” to this Agreement and incorporated fully herein by this reference. The Firm will be compensated for its services under these amendments up to the date of termination.

2. **Grant Administration and Employment.**

As of the Effective Date of this Agreement, the SGVCOG will employ on an interim basis the following Firm employees, who will concurrently cease employment with the Firm: Genevieve Blanche, Marisa Creter, and Catlin Sims (individually, “Employee”; collectively, “Employees”). The SGVCOG will enter into separate employment agreements with each of the Employees for the performance of specified grant administration duties. The SGVCOG shall match each Employee’s compensation and terms of employment with the Firm unless agreed to otherwise between an Employee and the SGVCOG.

3. **Responsibilities of the Parties.**

(a) The Firm agrees to assume all responsibility for any obligation or liability arising out of the employment of the Employees through August 31, 2012, including worker’s compensation claims and issues, accrued vacation, sick leave, bonus entitlement and any pay through that date.

(b) SGVCOG agrees to assume all responsibility for any obligation or liability arising out of the employment of the Employees beginning September 1, 2012, through the period of the Employees’ employment with the SGVCOG, including worker’s compensation claims and issues, accrued vacation,

sick leave, bonus entitlement and any pay through that date.

4. Indemnification.

(a) SGVCOG and its respective elected and appointed boards, officials, officers, agents, employees, members and volunteers (individually and collectively, "Indemnitees") shall have no liability for, and the Firm shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or caused by any of the Employees during the course of their employment by the Firm. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Firm has agreed to indemnify Indemnitees as provided above, the Firm, upon notice from SGVCOG, shall defend Indemnitees at the Firm's expense by counsel acceptable to SGVCOG, such acceptance not to be unreasonably withheld.

(b) The Firm and its respective officers, agents, employees, members and volunteers (individually and collectively, "Firm Indemnitees") shall have no liability for, and SGVCOG shall indemnify, defend, protect and hold harmless Firm Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Firm Indemnitees may suffer or incur or to which Firm Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or caused by any of the Employees during the course of their employment by the SGVCOG from and after September 1, 2012. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which SGVCOG has agreed to indemnify Firm Indemnitees as provided above, SGVCOG, upon notice from the Firm, shall defend Firm Indemnitees at SGVCOG's expense by counsel acceptable to the Firm, such acceptance not to be unreasonably withheld.

(c) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

5. Insurance.

(a) The Firm agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in this section. All insurance policies shall be subject to approval by SGVCOG as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the SGVCOG. The Firm agrees to provide SGVCOG with copies of required policies or certificates evidencing the required policies upon request.

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVCOG.

C. Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Firm and all risks to such persons under this Agreement.

D. Errors and omissions liability insurance appropriate to the Firm's profession.

(2) Limits of Insurance. The Firm shall maintain limits of insurance no less than:

A. General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

D. Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

(b) Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this section shall be endorsed and state the coverage shall not be cancelled by the insurer or the Firm except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to SGVCOG. The Firm shall provide to SGVCOG notice of suspension or voiding of coverage, or reduction in coverage, or limits below those required in this Section 14.

(2) General Liability and Automobile Liability Coverages.

A. SGVCOG, and its respective elected and appointed officers, officials, members and employees are to be covered as additional insureds as respects: liability arising out of activities the Firm performs; products and completed operations of the Firm; premises owned, occupied or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to SGVCOG, and its respective elected and appointed officers, officials, members or employees.

B. The Firm's insurance coverage shall be primary insurance with respect to SGVCOG, and its respective elected and appointed officials, its officers, members and employees. Any insurance or self insurance maintained by SGVCOG, and its respective elected and appointed officers, officials, members or employees, shall apply in excess of, and not contribute with, the Firm's insurance.



C. The Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVCOG, and its respective elected and appointed officers, officials, members or employees.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the SGVCOG otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against SGVCOG, and its respective elected and appointed officers, officials, members and employees for losses arising from services performed by the Firm.

(c) Other Requirements. The Firm agrees to deposit with SGVCOG, at or before the effective date of this contract, certificates of insurance necessary to satisfy SGVCOG that the Firm has complied with the insurance provisions of this Agreement. The SGVCOG's general counsel may require that the Firm furnish SGVCOG with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. SGVCOG reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(1) The Firm shall furnish certificates and endorsements from each subcontractor identical to those the Firm provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by SGVCOG, such approval not to be unreasonably withheld.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit the Firm's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

6. Breach of Agreement.

Any failure to perform or adhere to the terms of this Agreement by either Party shall constitute a breach of this Agreement, and the other Party shall be entitled to all remedies available under the law.

7. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG:

Executive Director  
San Gabriel Valley Council of Governments  
1000 South Fremont Avenue, Unit 42, Suite 10210  
Pasadena, California 91107-3970

with a copy to:

Richard D. Jones, Esq.  
General Counsel  
San Gabriel Valley Council of Governments  
Jones & Mayer  
3777 N. Harbor Boulevard  
Fullerton, CA 92835

To the Firm:

Arroyo Seco Associates, Inc.  
c/o Kenneth P. White, Esq.  
Brown, White & Newhouse, LLP  
333 S. Hope Street, Suite 4000  
Los Angeles, CA 90071

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

7. Authority to Execute.

The person or persons executing this Agreement represent and warrant that they have the authority to so execute this Agreement and to bind the Parties to the performance of its obligations hereunder.

8. Binding Effect.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9. Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

10. Law to Govern; Venue.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

11. Attorney Fees, Costs and Expenses.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney fees, costs and expenses, in addition to any other relief to which it may be entitled.

12. Entire Agreement.

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between the Firm and SGVCOG prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

13. Section Headings.

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

14. Severability.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ARROYO SECO ASSOCIATES, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard D. Jones, General Counsel

EXHIBIT A

DRAFT

## AMENDMENT ONE

### MANAGEMENT SERVICES AGREEMENT

**THIS AMENDMENT ONE** to that certain **MANAGEMENT SERVICES AGREEMENT**, DATED July 1, 2004, by and between Arroyo Seco Associates, Inc. ("FIRM") and the San Gabriel Valley Council of Governments ("SGVCOG") shall be dated as of July 1, 2008. In consideration of the mutual agreements and covenants herein and other good and valuable consideration, the parties agree as follows.

**SECTION 1.** Attachment One, which is attached to and a part of this Amendment One, shall be attached to and made a part of the Management Services Agreement.

**SECTION 2.** In Section 8 of the Management Services Agreement replace "Michael Miller" with "David Spence" as the name of the President of the SGVCOG.

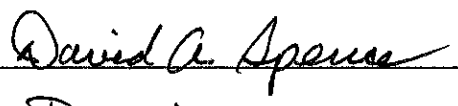
#### APPROVED AND EXECUTED

**ARROYO SECO ASSOCIATES, INC.**

By 

Title President

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

By 

Title President

ATTACHMENT ONE  
MANAGEMENT SERVICES AGREEMENT

GRANT AND COMMITTEE COORDINATION

A. **Additional Retainer Services.** Firm shall provide SGVCOG with additional services ("Additional Retainer Services") as described in this Attachment One, in response to additional workload encountered by SGVCOG in connection with the formation and operation of new committees and the coordination of new programs that are being overseen by SGVCOG. The Additional Retainer Services to be provided to SGVCOG by FIRM shall include the following:

- (1) Coordinate, review and oversee all work and activities performed by staff, consultants or others in connection with the Homeless Services Needs Assessment, the CPUC Local Government Partnership Program and the Watershed Coordinator Program (collectively, the "Programs");
- (2) Provide staff support to and organize Steering Committees for each of the Programs;
- (3) Prepare liaison reports for the Steering Committees, as needed.
- (4) Assist in all activities associated with the SGVCOG Housing Committee; and
- (5) Assist in the identification of additional programs suitable for SGVCOG and participate in the preparation of proposal and related materials in connection with such additional programs.

B. **Term of Additional Retainer Services.** The Additional Retainer Services described in this Attachment One shall commence on July 1, 2009 and continue until terminated by the Governing Board of SGVCOG. Notwithstanding Section 7 of the Management Services Agreement, the SGVCOG Governing Board may terminate the Additional Retainer Services described in this Attachment One for any reason upon thirty (30) day written notice to FIRM. The need for the Additional Retainer Services described in this Attachment One shall be evaluated by the Governing Board of the SGVCOG whenever necessary, but at least annually at the Regular May Meeting of the Governing Board.

C. **Compensation.** For the Additional Retainer Services described herein, Firm shall be compensated in the amount of \$8,750.00 for each month for which Additional Retainer Services are provided. If Additional Retainer Services are provided for a part of any month, compensation to FIRM will be adjusted on a pro rata basis. Notwithstanding Section 6 of the Management Services Agreement, no periodic adjustment to the monthly compensation to be paid FIRM for Additional Retainer Services is included in this Attachment One because of uncertainties associated with the time duration of the Additional Retainer Services and any such compensation adjustment will require action by the Governing Board of the SGVCOG and an amendment to the Management Services Agreement. Firm will bill SGVCOG and SGVCOG will pay FIRM in the same manner and in accordance with the same schedule as identified in the Management Services Agreement.

D. **Terms and Conditions.** Except as may be noted in this Attachment One, all terms and conditions of the Management Services Agreement, including those terms and conditions that are applicable when FIRM is fulfilling obligations required by Section 2 of the Management Services Agreement, are applicable to this Attachment One. However, if there are any inconsistencies or conflicts between the terms and conditions of the Management Services Agreement and the terms and conditions of this Attachment One, the terms and conditions of this Attachment One shall prevail.

ATTACHMENT TWO  
MANAGEMENT SERVICES AGREEMENT

GRANT AND COMMITTEE COORDINATION

**A. Additional Retainer Services.** FIRM shall provide SGVCOG with additional services ("Additional Retainer Services") as described in this Attachment Two, in response to additional workload encountered by SGVCOG in connection with the coordination of new programs that are being overseen by SGVCOG. The Additional Retainer Services to be provided to SGVCOG by FIRM shall include the following:

Coordinate, review and oversee all work and activities performed by staff, consultants or others in connection with Southern California Edison's California Long-Term Energy Efficiency Strategic Plan (CEESP) program pursuant to the SOUTHERN CALIFORNIA EDISON CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT

**B. Term of Additional Retainer Services.** The Additional Retainer Services described in this Attachment Two shall commence on upon execution of the SOUTHERN CALIFORNIA EDISON CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT, between Southern California Edison and the SGVCOG and continue until completion of that contract, which is anticipated to be no later than December 31, 2012. Notwithstanding Section 7 of the MANAGEMENT SERVICES AGREEMENT, the SGVCOG Governing Board may terminate the Additional Retainer Services described in this Attachment Two for any reason upon thirty (30) day written notice to FIRM.

**C. Compensation.** For the Additional Retainer Services described herein, FIRM shall bill in arrears monthly and all charges will be based on level of effort and the fully burdened hourly rate of the FIRM's staff working on this grant. The current fully burdened rates (as of 7/1/2010) are shown below:

Title	Hourly Rate
President	\$156
Office Manager	\$83
Associate IV	\$92
Associate III	\$83
Associate II	\$63
Associate I	\$50
Intern	\$33

\*Rates and positions are subject to change upon written notification from the Firm.

FIRM shall submit an invoice to the SGVCOG monthly and by the 10<sup>th</sup> day of the calendar month for work completed the preceding month. The invoice shall identify charges and hours and comply with any other requirements of the CEESP contract.

**D. Terms and Conditions.** Except as may be noted in this Attachment Two, all terms and conditions of the MANAGEMENT SERVICES AGREEMENT, including those terms and conditions that are applicable when FIRM is fulfilling obligations required by Section 2 of the MANAGEMENT SERVICES AGREEMENT, are applicable to this Attachment Two. However, if there are any inconsistencies or conflicts between the terms and conditions of the MANAGEMENT SERVICES AGREEMENT and the terms and conditions of this Attachment Two, the terms and conditions of this Attachment Two shall prevail.

## AMENDMENT TWO

### MANAGEMENT SERVICES AGREEMENT

**THIS** AMENDMENT TWO to that certain MANAGEMENT SERVICES AGREEMENT, DATED July 1, 2004, by and between Arroyo Seco Associates, Inc. ("FIRM") and the San Gabriel Valley Council of Governments ("SGVCOG") shall be effective as of July 1, 2010.

In consideration of the mutual agreements and covenants herein and other good and valuable consideration, the parties agree as follows:

**SECTION 1.** Attachment Two, which is attached to and a part of this AMENDMENT TWO, shall be attached to and made a part of the MANAGEMENT SERVICES AGREEMENT.

**SECTION 2.** Except as set forth in this AMENDMENT TWO, all terms and conditions of the MANAGEMENT SERVICES AGREEMENT shall remain the same.

#### APPROVED AND EXECUTED

ARROYO SECO ASSOCIATES, INC.

By Lee J. Conway

Title Executive Director

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By Charles D. G.

Title PRESIDENT



ATTACHMENT THREE  
MANAGEMENT SERVICES AGREEMENT

GRANT AND COMMITTEE COORDINATION

**A. Additional Retainer Services.** FIRM shall provide SGVCOG with additional services ("Additional Retainer Services") as described in this Attachment Three, in response to additional workload encountered by SGVCOG in connection with the coordination of new programs that are being overseen by SGVCOG. The Additional Retainer Services to be provided to SGVCOG by FIRM shall include the following:

Coordinate, review and oversee all work and activities performed by staff, consultants or others in connection with the Energy Upgrade California initiative of the County of Los Angeles, funded by the California Energy Commission and U.S. Department of Energy's Betterbuilding program.

**B. Term of Additional Retainer Services.** The Additional Retainer Services described in this Attachment Three shall commence upon execution of the Energy Upgrade California Sub-Recipient Agreement, between the County of Los Angeles and the SGVCOG, and continue for the term of that agreement, which is three (3) years, or until the Department of Energy finds and certifies that the SGVCOG is in full compliance with the DOE Award requirements and issues final award approval, whichever is later. Notwithstanding Section 7 of the MANAGEMENT SERVICES AGREEMENT, the SGVCOG Governing Board may terminate the Additional Retainer Services described in this Attachment Three for any reason upon thirty (30) day written notice to FIRM.

**C. Compensation.** For the Additional Retainer Services described herein, FIRM shall bill in arrears monthly and all charges will be based on level of effort and the fully burdened hourly rate of the FIRM's staff working on this grant, in an amount not to exceed \$125,000 over a three fiscal year period (FY 2010-11, 2011-12, and 2012-13).

FIRM shall submit an invoice to the SGVCOG monthly and by the 10<sup>th</sup> day of the calendar month for work completed the preceding month. The invoice shall identify charges and hours and comply with any other requirements of the Energy Upgrade Sub-Recipient Agreement.

**D. Terms and Conditions.** Except as may be noted in this Attachment Three, all terms and conditions of the MANAGEMENT SERVICES AGREEMENT, including those terms and conditions that are applicable when FIRM is fulfilling obligations required by Section 2 of the MANAGEMENT SERVICES AGREEMENT, are applicable to this Attachment Three. However, if there are any inconsistencies or conflicts between the terms and conditions of the MANAGEMENT SERVICES AGREEMENT and the terms and conditions of this Attachment Three, the terms and conditions of this Attachment Three shall prevail.

AMENDMENT THREE

MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT THREE to that certain MANAGEMENT SERVICES AGREEMENT, DATED July 1, 2004, by and between Arroyo Seco Associates, Inc. ("FIRM") and the San Gabriel Valley Council of Governments ("SGVCOG") shall be effective as of March 17, 2011.

In consideration of the mutual agreements and covenants herein and other good and valuable consideration, the parties agree as follows:

**SECTION 1.** Attachment Three, which is attached to and a part of this AMENDMENT THREE, shall be attached to and made a part of the MANAGEMENT SERVICES AGREEMENT.

**SECTION 2.** Except as set forth in this AMENDMENT THREE, all terms and conditions of the MANAGEMENT SERVICES AGREEMENT shall remain the same.

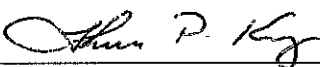
APPROVED AND EXECUTED

ARROYO SECO ASSOCIATES, INC.

By 

Title President

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By 

Title PRESIDENT

## **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

### **AT-WILL TEMPORARY EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into as of the 3rd day of September 2012 (the "Effective Date"), between the San Gabriel Valley Council of Governments (hereinafter referred to as the "COG") and Marisa Creter hereinafter referred to as "Employee 1" or the "Employee"). The COG and Employee are sometimes referred to in this Agreement as "Party" and collectively as "Parties." The above named Parties hereby mutually agree and promise as follows:

#### **1. Term.**

This Agreement shall be deemed effective for an initial term beginning September 3, 2012, and continuing for a period of six months to March 3, 2013, ("Initial Term"), and shall remain in effect unless terminated earlier in accordance with Section 10, or extended in writing after approval by both Parties.

#### **2. Salary.**

2.1 Salary: Employee's monthly salary shall be six thousand eight hundred thirty three dollars and thirty four cents (\$6,833.34) effective September 3, 2012. Any reduction of salary or benefits contained herein, without the prior written approval of employee, shall be construed as termination of this agreement "not for cause" pursuant to section 9.2 herein, unless such reduction is "for cause" pursuant to Section 9.3.

#### **3. Performance Evaluation.**

From time to time as may be appropriate, the Executive Director shall conduct an evaluation of Employee. The evaluation of Employee's performance shall be based on the Executive Director's review of Employee's fulfilling her obligations as set forth in all of the following: this Agreement, a work plan approved by the Executive Director and any other written directive issued to Employee by the Executive Director. Notwithstanding any provision herein to the contrary, Employee serves at the will and pleasure of the Executive Director, as set forth in Section 9.

#### **4. Standard Benefits.**

Except as otherwise expressly provided for in this Agreement, the COG shall provide to Employee an amount of \$150.00 monthly toward the Employee's medical benefit insurance.

#### **5. Transportation.**

5.1 Automobile: The Employee shall receive \$350.00 monthly to compensate for the use of her personal automobile in the conduct of COG business. Employee shall provide proof that the

automobile is insured for business use naming the COG as additionally insured for liability purposes.

## **6. Paid Leave Time**

### **6.1 Vacation Leave**

Employee shall accrue two (2) days of Paid Vacation Leave Time per month during the term of this Agreement. Employee shall be entitled to utilize available time off on days mutually acceptable to the Executive Director. Employee shall be compensated for unused time off upon voluntary separation, except however, if Employee transfers to a permanent position; in which case Employee shall be entitled to carry-over any unused leave balance.

### **6.2 Holidays**

Employee shall be entitled to paid holiday time off on: New Year's Day, Martin Luther King Day, President's Day, Good Friday (1/2 Day), Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving and following Friday, Christmas Eve, and Christmas.

### **6.3 Sick Leave**

Employee shall accrue one (1) day of Paid Time Off for Sick Leave purposes during the term of this Agreement. Employee shall be entitled to utilize sick leave for personal or immediate family illnesses upon notification to the Executive Director. If Employee transfers to a permanent position, Employee shall be entitled to carry-over any unused leave balance.

### **6.4 Administrative Leave**

Employee shall be entitled to Administrative Leave/Comp-Time on an hour-for-hour basis, for time worked in excess of a normal forty (40) hour work week. Employee shall be entitled to cash out unused Administrative Leave earned under this agreement upon separation. If Employee transfers to a permanent position, Employee shall be entitled to carry-over any unused Administrative Leave balance.

## **7. Expense Reimbursements**

Employee shall be reimbursed for reasonable business expenses incurred during the performance of her duties including attendance at professional meetings, conferences and training, provided such attendance is approved in advance by the Executive Director. Employee must provide copies of receipts or other detail to the Executive Director prior to receiving reimbursement of business expenses.

## **8. Duties.**

Employee shall perform the duties of Employee 1, as reflected in the list attached hereto as Exhibit "A". Said duties shall not be substantively modified without prior written approval of Employee.

## **9. Termination.**

### **9.1 At-Will Employee**

Employee shall serve at the will and pleasure of the Executive Director and may be removed from office (terminated) at any time for any reason or no reason. Nothing in this Agreement shall prevent the Executive Director from terminating this Agreement and the services of Employee at his/her sole discretion.

### **9.2 Termination Without Cause.**

If Employee is terminated without cause, she shall receive as severance the then base monthly salary rate for three ( 3 ) months. A severance payment received under this Section 9 shall be Employee's sole and exclusive remedy for any and all claims for damages related to her employment or termination thereof pursuant to this Agreement. As a condition to receiving the severance payment, Employee must first execute a waiver acknowledging that she fully understands and accepts this Section 9 and further acknowledging that by accepting the severance payment she is waiving all further remedies or claims, known or unknown for damages against the COG, its officers or employees related to her employment pursuant to this Agreement. The waiver shall read as follows:

### **WAIVER AND RELEASE**

I, the undersigned, do hereby acknowledge and attest that I have read and understood section 9.2 of my Employment Agreement with the San Gabriel Valley Council of Governments ("the COG") and hereby agree that by accepting three (3) months' severance in the amount of \$\_\_\_\_\_, I agree to waive all rights to further claims, remedies, or legal action against the COG its officers and employees.

In exchange for receipt of the Severance Payment, I and my representatives, heirs, successors, and assigns do hereby completely release and forever discharge the COG and its related entities and their present and former officers, directors, council members, agents, employees, attorneys, and successors (collectively, "Released Parties") from all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which Employee may have now or in the future arising from any act or omission or condition occurring on or prior to the date this waiver is signed whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation (collectively, the "Released Claims"). Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, bonuses, leave pay, or medical insurance, or any other fringe benefit.

Employee knowingly and voluntarily waives any and all rights or benefits that she may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**

TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, the Employee acknowledges that she has read and understands this waiver and voluntarily and knowingly is waiving her rights under Section 1542 to pursue unknown or unanticipated claims, rights, demands, action obligations, liabilities and causes of action of any kind.

---

Initials of Employee

Employee shall not file any claim, sue or initiate against any Released Party any compliance review, action, or proceeding, or participate in the same, individually or as a member of a class, under any contract (express or implied), or any federal, state, or local law, statute, or regulation pertaining in any manner to the Released Claims.

Approved and Agreed to By:

---

Employee

### 9.3 Termination for Cause.

If Employee is terminated for cause, then employee shall not be entitled to any severance benefits. Termination "for cause", for the purpose of this paragraph, shall include, but not be limited to mean if Employee: acts in bad faith and to the detriment of the COG; refuses or fails to act in accordance with any specific direction or order of the Executive Director; exhibits misconduct or dishonesty in regard to her employment; is convicted of a misdemeanor or felony crime, including but not limited to, crimes involving moral turpitude as defined by relevant case law substantially related to her functions and duties, theft, embezzlement, unlawful discrimination, commission of a felony, willful destruction of property, material dishonesty, gross misconduct, repeated unexcused absences, or any other significant acts or omissions determined by the Executive Director to render the Employee unfit to continue her Employment with the COG.

### 9.4 Resignation.

If Employee desires to resign her position, she will provide the Executive Director with at least fourteen (14) calendar days' notice, in writing. In the event Employee resigns from her employment with COG, the Employee shall not be entitled to any severance pay.

## **10. General Provisions.**

10.1 This Agreement supersedes any and all other rules of civil service or agreements, either oral or written, between the parties hereto with respect to the employment of Employee by the COG and contains all of the covenants and agreements between the parties with respect to the employment of Employee by the COG.

10.2 Each party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

10.3 Any modification of this Agreement will be effective only if made in writing and signed by both the Employee and the Executive Director.

10.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

10.5 This Agreement shall be governed by and construed in accordance with the law of the State of California.

10.6 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement.

10.7 Employee acknowledges that she has had an opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2012.

**EMPLOYEE**

\_\_\_\_\_  
Marisa Creter

**San Gabriel Valley Council of Governments**

\_\_\_\_\_  
Francis M. Delach  
Interim Executive Director

ATTEST:

\_\_\_\_\_  
Richard D. Jones  
General Counsel



## Exhibit A – Job Duties and Responsibilities

## **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS EMPLOYEE 1**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

### **DEFINITION:**

Under administrative direction, assists the Executive Director in the analysis and solution of regional local government and special district problems, with particular emphasis on SGVCOG administrative programs, policies and procedures; manages the Information Technology methods for the SGVCOG; performs responsible and complex administrative work; manages grants, directs or conducts special surveys; performs other related duties as required.

### **DISTINGUISHING CHARACTERISTICS:**

The **Employee 1** is an administrative management level class, which assists the Executive Director in conducting the business of the SGVCOG including grant management and special studies related to Valley wide issues.

Incumbents are expected to operate with a great deal of independence and sensitivity to issues. This class may provide represent the Executive Director as assigned. The incumbent manages the Information Technology systems for the SGVCOG.

### **SUPERVISION RECEIVED/EXERCISES:**

Receives administrative direction and supervision from the Executive Director. Exercises direct and indirect supervision over assigned professional and support function staff.

### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Participates, as assigned, in the development and implementation of goals, objectives, policies and priorities for the SGVCOG and the Executive Director's Office.
- Conducts studies, surveys and the collection of information on difficult operational and administrative problems; analyzes findings and prepares reports of practical solutions for review by the Executive Director; manages special projects and provides staff support for SGVCOG Committees as assigned.
- Accepts full responsibility/oversight for all Information Technology systems and website content.
- Coordinates the selection and training of analytical staff; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as appropriate; assigns work to assigned staff and personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and procedures.
- May be assigned to coordinate assigned programs of the Executive Director's Office with other City member staff/ departments and divisions and with outside agencies; assists in the installation of new programs and procedures.
- Assists in the coordination and preparation of the SGVCOG budget, funding mechanisms and budget control activities.

## EMPLOYEE 1

### Page 2

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

- Represents the SGVCOG at Governing Board meetings, special meetings, and committee meetings as well as member city community meetings or events and at professional meetings as required.
- Analyzes, interprets and applies policies and procedures within assigned areas and for the SGVCOG Organization as a whole.
- Conducts special investigations and organizational reviews as directed by the Executive Director.
- Relieves the Executive Director of administrative detail.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, management and staff, and the public.

### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Employee 1**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of administrative or managerial experience in a public administration setting, including two years of as a supervisory Senior Analyst or Analyst, and a bachelor's degree in public administration, business administration or a related field. A master's degree is highly desirable.

#### **License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license.

**KNOWLEDGE/ABILITIES/SKILLS** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

#### **Knowledge of:**

Modern principles and practices of municipal or governmental administration, organizations and functions; current social, political, and economic trends and operating problems of state and local government;

## EMPLOYEE 1

### Page 3

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

principles and practices of governmental/municipal budgeting and finance; principles and practices of information technology and computer systems; local and state legislative processes; principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

#### **Ability to:**

Provide effective leadership and coordinate a variety of assigned program activities, including the ability to research, analyze, interpret, summarize, and present administrative and technical information and data in an effective manner; prepare and analyze a budget; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

#### **Skill to:**

Operate an office computer and a variety of word processing and software applications.

## **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

### **AT-WILL TEMPORARY EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into as of the 3rd day of September 2012 (the "Effective Date"), between the San Gabriel Valley Council of Governments (hereinafter referred to as the "COG") and Genevieve Blanche hereinafter referred to as "Employee 2" or the "Employee"). The COG and Employee are sometimes referred to in this Agreement as "Party" and collectively as "Parties." The above named Parties hereby mutually agree and promise as follows:

#### **1. Term.**

This Agreement shall be deemed effective for an initial term beginning September 3, 2012, and continuing for a period of six months to March 3, 2013, ("Initial Term"), and shall remain in effect unless terminated earlier in accordance with Section 10, or extended in writing after approval by both Parties.

#### **2. Salary.**

2.1 Salary: Employee's monthly salary shall be three thousand five hundred eighty three dollars and thirty three cents (\$3,583.33) effective September 3, 2012. Any reduction of salary or benefits contained herein, without the prior written approval of employee, shall be construed as termination of this agreement "not for cause" pursuant to section 9.2 herein, unless such reduction is "for cause" pursuant to Section 9.3.

#### **3. Performance Evaluation.**

From time to time as may be appropriate, the Executive Director shall conduct an evaluation of Employee. The evaluation of Employee's performance shall be based on the Executive Director's review of Employee's fulfilling her obligations as set forth in all of the following: this Agreement, a work plan approved by the Executive Director and any other written directive issued to Employee by the Executive Director. Notwithstanding any provision herein to the contrary, Employee serves at the will and pleasure of the Executive Director, as set forth in Section 9.

#### **4. Standard Benefits.**

Except as otherwise expressly provided for in this Agreement, the COG shall provide to Employee an amount of \$150.00 monthly toward the Employee's medical benefit insurance.

#### **5. Paid Leave Time**

##### **5.1 Vacation Leave**

Employee shall accrue one (1) day of Paid Vacation Leave Time per month during the term of this Agreement. Employee shall be entitled to utilize available time off on days mutually acceptable to the Executive Director. Employee shall be compensated for unused time off upon voluntary separation, except however, if Employee transfers to a permanent position; in which case Employee shall be entitled to carry-over any unused leave balance.

## **5.2 Holidays**

Employee shall be entitled to paid holiday time off on: New Year's Day, Martin Luther King Day, President's Day, Good Friday (1/2 Day), Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving and following Friday, Christmas Eve, and Christmas.

## **5.3 Sick Leave**

Employee shall accrue one (1) day of Paid Time Off for Sick Leave purposes during the term of this Agreement. Employee shall be entitled to utilize sick leave for personal or immediate family illnesses upon notification to the Executive Director. If Employee transfers to a permanent position, Employee shall be entitled to carry-over any unused leave balance.

## **5.4 Administrative Leave**

Employee shall be entitled to Administrative Leave/Comp-Time on an hour-for-hour basis, for time worked in excess of a normal forty (40) hour work week. Employee shall be entitled to cash out unused Administrative Leave earned under this agreement upon separation. If Employee transfers to a permanent position, Employee shall be entitled to carry-over any unused Administrative Leave balance.

# **6. Expense Reimbursements**

Employee shall be reimbursed for reasonable business expenses incurred during the performance of her duties including attendance at professional meetings, conferences and training, provided such attendance is approved in advance by the Executive Director. Employee must provide copies of receipts or other detail to the Executive Director prior to receiving reimbursement of business expenses.

# **7. Duties.**

Employee shall perform the duties of Employee 2, as reflected in the list attached hereto as Exhibit "A". Said duties shall not be substantively modified without prior written approval of Employee.

# **8. Termination.**

## **8.1 At-Will Employee**

Employee shall serve at the will and pleasure of the Executive Director and may be removed from office (terminated) at any time for any reason or no reason. Nothing in this Agreement shall prevent the Executive Director from terminating this Agreement and the services of Employee at his/her sole discretion.

## 8.2 Termination Without Cause.

If Employee is terminated without cause, she shall receive as severance the then base monthly salary rate for three ( 3 ) months. A severance payment received under this Section 9 shall be Employee's sole and exclusive remedy for any and all claims for damages related to her employment or termination thereof pursuant to this Agreement. As a condition to receiving the severance payment, Employee must first execute a waiver acknowledging that she fully understands and accepts this Section 9 and further acknowledging that by accepting the severance payment she is waiving all further remedies or claims, known or unknown for damages against the COG, its officers or employees related to her employment pursuant to this Agreement. The waiver shall read as follows:

### **WAIVER AND RELEASE**

I, the undersigned, do hereby acknowledge and attest that I have read and understood section 9.2 of my Employment Agreement with the San Gabriel Valley Council of Governments ("the COG") and hereby agree that by accepting three (3) months' severance in the amount of \$\_\_\_\_\_, I agree to waive all rights to further claims, remedies, or legal action against the COG its officers and employees.

In exchange for receipt of the Severance Payment, I and my representatives, heirs, successors, and assigns do hereby completely release and forever discharge the COG and its related entities and their present and former officers, directors, council members, agents, employees, attorneys, and successors (collectively, "Released Parties") from all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which Employee may have now or in the future arising from any act or omission or condition occurring on or prior to the date this waiver is signed whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation (collectively, the "Released Claims"). Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, bonuses, leave pay, or medical insurance, or any other fringe benefit.

Employee knowingly and voluntarily waives any and all rights or benefits that she may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, the Employee acknowledges that she has read and understands this waiver and voluntarily and knowingly is waiving her rights under Section 1542 to pursue unknown or unanticipated claims, rights, demands, action obligations, liabilities and causes of action of any kind.

---

Initials of Employee

Employee shall not file any claim, sue or initiate against any Released Party any compliance review, action, or proceeding, or participate in the same, individually or as a member of a class, under any contract (express or implied), or any federal, state, or local law, statute, or regulation pertaining in any manner to the Released Claims.

Approved and Agreed to By:

---

Employee

### 8.3 Termination for Cause.

If Employee is terminated for cause, then employee shall not be entitled to any severance benefits. Termination "for cause", for the purpose of this paragraph, shall include, but not be limited to mean if Employee: acts in bad faith and to the detriment of the COG; refuses or fails to act in accordance with any specific direction or order of the Executive Director; exhibits misconduct or dishonesty in regard to her employment; is convicted of a misdemeanor or felony crime, including but not limited to, crimes involving moral turpitude as defined by relevant case law substantially related to her functions and duties, theft, embezzlement, unlawful discrimination, commission of a felony, willful destruction of property, material dishonesty, gross misconduct, repeated unexcused absences, or any other significant acts or omissions determined by the Executive Director to render the Employee unfit to continue her Employment with the COG.

### 8.4 Resignation.

If Employee desires to resign her position, she will provide the Executive Director with at least fourteen (14) calendar days' notice, in writing. In the event Employee resigns from her employment with COG, the Employee shall not be entitled to any severance pay.

## 9. General Provisions.

9.1 This Agreement supersedes any and all other rules of civil service or agreements, either oral or written, between the parties hereto with respect to the employment of Employee by the COG and contains all of the covenants and agreements between the parties with respect to the employment of Employee by the COG.

9.2 Each party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any



party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

9.3 Any modification of this Agreement will be effective only if made in writing and signed by both the Employee and the Executive Director.

9.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

9.5 This Agreement shall be governed by and construed in accordance with the law of the State of California.

9.6 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement.

9.7 Employee acknowledges that she has had an opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2012.

**EMPLOYEE**

\_\_\_\_\_  
Genevieve Blanche

**San Gabriel Valley Council of Governments**

\_\_\_\_\_  
Francis M. Delach  
Interim Executive Director

ATTEST:

\_\_\_\_\_  
Richard D. Jones  
General Counsel

## Exhibit A – Job Duties and Responsibilities

## **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS EMPLOYEE 2 (ANALYST)**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

### **DEFINITION:**

Under direction, performs a wide variety of professional, administrative, fiscal and analytical support within assigned program areas, including budget preparation, human resources related support, financial management, and grant coordination; conducts research; supervises assigned functions with emphasis on citywide administrative methods; may serve as a unit manager working closely with Executive Director, and the Governing Board members; performs other related duties as required.

### **DISTINGUISHING CHARACTERISTICS:**

The **Analyst** is the advanced journey level class in which the incumbent is expected to demonstrate a high level of independent problem solving abilities and perform the full scope of administrative, analytical and management duties within assigned program areas. Incumbents in this class are assigned the most complex and difficult work, and carry out assignments using independent judgment and problem solving skills. This classification is distinguished from the next lower classification of Analyst in that it has overall responsibility for an assigned program and/or unit within a specialized area.

### **SUPERVISION RECEIVED/EXERCISED:**

Receives direction from the Executive Director, Exercises technical and functional supervision over contract employees and programs as well as lower-level administrative support staff.

### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- ☐ Conducts studies of organizational, administrative and operational issues; reviews and analyzes processes, procedures and work methods; analyzes legislation; develops funding proposals, policy alternatives and strategies; prepares and presents reports and recommendations; demonstrates an understanding of applicable policies, procedures and work methods associated with assigned duties.
- ☐ Participates in the development and implementation of goals, objectives and priorities; conducts studies, surveys, and collects information; makes recommendation to solve difficult regional issues or problems.
- ☐ Performs analysis and review of budgetary, financial and operational systems; compiles and interprets statistical and financial data; analyzes findings, prepares reports and makes recommendations.
- ☐ Prepares charts, graphics, and illustrations for presentations; performs desktop publishing on a computer to produce newsletters, brochures, forms, mailers and other department publications; posts public hearing notices as assigned.
- ☐ Attends Policy Committee, Technical Advisory Committee and Governing Board meetings as assigned.
- ☐ Develops policy plans and procedures and monitors implementation; prepares procedural manuals; prepares or coordinates grant applications; handles correspondence as assigned.

## EMPLOYEE 2

### Page 2

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

- ☐ Provides staff support to the Executive Director; facilitates and coordinates projects; provides analytical support for financial and operational issues; coordinates and manages assigned special projects.
- ☐ Assumes operational authority over projects, services or administrative operations; trains and supervises assigned staff; provides team leadership; maintains financial and administrative processes and records; develops policy and procedural recommendations; develops, implements and monitors assigned budgets; monitors contracts and related documentation; performs customer service functions.
- ☐ Participates in the development and implementation of project program budgets; analyzes past and future revenue projections; participates in the forecast of necessary funds for staffing, materials, services and supplies; monitors and assists in the administration of the approved budget.
- ☐ Serves as a liaison with SGVCOG City and agency employees, public and private organizations, community groups and other organizations; provides information and assistance regarding assigned program and service areas; responds to and resolves inquiries and complaints; writes, edits, and designs articles for the SGVCOG publications, newsletters and press releases.
- ☐ Establishes positive working relationships with representatives of community organizations, state/ local agencies and associations, SGVCOG Governing Board, fellow staff, and the public.

#### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. Additionally, the need to lift, drag and push files, paper and documents weighing up to 25 pounds is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Analyst**. A typical way of obtaining the required qualifications is to possess the equivalent of a bachelor's degree in public administration, business administration, economics, or related field, and three years of professional experience in administrative analysis and research, policy development, fiscal administration and budget and/or management responsibilities. A master's degree is desirable and may be substituted for one year of experience.

## EMPLOYEE 2

### Page 3

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#### **License/Certificate:**

Possession of, or ability to obtain, a valid class C California driver's license.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

#### **Knowledge of:**

Modern principles, practices, and methods of administrative and organizational management; organizational development and public administration policies and procedures; principles of grant proposal writing and administration; research and reporting methods, techniques and procedures; City government and inter-governmental relationships; principles of mathematics and statistical analysis; structure and organization of public sector agencies; principles and practices of public sector human resources administration and supervisory techniques, budget development and implementation; public relations and customer service best practices; applicable federal, state and local laws, codes and regulations; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

#### **Ability to:**

Analyze financial, budgetary, administrative, operational and organizational problems; provide sound policy and procedural recommendations; oversee and/or manage specialty projects and programs; work effectively with management, staff, and the public; supervise and/or lead teams; develop, coordinate and administer assigned work programs and grants; identify private, state and federal funding sources; serve as a liaison between various public agencies; develop and administer a budget; prepare clear and concise administrative documents and reports; analyze, interpret, summarize and present a variety of fiscal, statistical and administrative reports in an effective manner; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; work effectively with people with varying backgrounds, educational levels, races and cultures.

#### **Skill to:**

Operate an office computer and a variety of word processing, spreadsheet and other software applications.

## **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

### **AT-WILL TEMPORARY EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into as of the 3rd day of September 2012 (the "Effective Date"), between the San Gabriel Valley Council of Governments (hereinafter referred to as the "COG") and Caitlin Sims hereinafter referred to as "Employee 3" or the "Employee"). The COG and Employee are sometimes referred to in this Agreement as "Party" and collectively as "Parties." The above named Parties hereby mutually agree and promise as follows:

#### **1. Term.**

This Agreement shall be deemed effective for an initial term beginning September 3, 2012, and continuing for a period of six months to March 3, 2013, ("Initial Term"), and shall remain in effect unless terminated earlier in accordance with Section 10, or extended in writing after approval by both Parties.

#### **2. Salary.**

2.1 Salary: Employee's monthly salary shall be three thousand three hundred thirty three dollars and thirty three cents (\$3,333.33) effective September 3, 2012. Any reduction of salary or benefits contained herein, without the prior written approval of employee, shall be construed as termination of this agreement "not for cause" pursuant to section 9.2 herein, unless such reduction is "for cause" pursuant to Section 9.3.

#### **3. Performance Evaluation.**

From time to time as may be appropriate, the Executive Director shall conduct an evaluation of Employee. The evaluation of Employee's performance shall be based on the Executive Director's review of Employee's fulfilling her obligations as set forth in all of the following: this Agreement, a work plan approved by the Executive Director and any other written directive issued to Employee by the Executive Director. Notwithstanding any provision herein to the contrary, Employee serves at the will and pleasure of the Executive Director, as set forth in Section 9.

#### **4. Standard Benefits.**

Except as otherwise expressly provided for in this Agreement, the COG shall provide to Employee an amount of \$150.00 monthly toward the Employee's medical benefit insurance.

#### **5. Paid Leave Time**

##### **5.1 Vacation Leave**

Employee shall accrue one (1) day of Paid Vacation Leave Time per month during the term of this Agreement. Employee shall be entitled to utilize available time off on days mutually acceptable to the Executive Director. Employee shall be compensated for unused time off upon voluntary separation, except however, if Employee transfers to a permanent position; in which case Employee shall be entitled to carry-over any unused leave balance.

## **5.2 Holidays**

Employee shall be entitled to paid holiday time off on: New Year's Day, Martin Luther King Day, President's Day, Good Friday (1/2 Day), Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving and following Friday, Christmas Eve, and Christmas.

## **5.3 Sick Leave**

Employee shall accrue one (1) day of Paid Time Off for Sick Leave purposes during the term of this Agreement. Employee shall be entitled to utilize sick leave for personal or immediate family illnesses upon notification to the Executive Director. If Employee transfers to a permanent position, Employee shall be entitled to carry-over any unused leave balance.

## **5.4 Administrative Leave**

Employee shall be entitled to Administrative Leave/Comp-Time on an hour-for-hour basis, for time worked in excess of a normal forty (40) hour work week. Employee shall be entitled to cash out unused Administrative Leave earned under this agreement upon separation. If Employee transfers to a permanent position, Employee shall be entitled to carry-over any unused Administrative Leave balance.

# **6. Expense Reimbursements**

Employee shall be reimbursed for reasonable business expenses incurred during the performance of her duties including attendance at professional meetings, conferences and training, provided such attendance is approved in advance by the Executive Director. Employee must provide copies of receipts or other detail to the Executive Director prior to receiving reimbursement of business expenses.

# **7. Duties.**

Employee shall perform the duties of Employee 3, as reflected in the list attached hereto as Exhibit "A". Said duties shall not be substantively modified without prior written approval of Employee.

# **8. Termination.**

## **8.1 At-Will Employee**



Employee shall serve at the will and pleasure of the Executive Director and may be removed from office (terminated) at any time for any reason or no reason. Nothing in this Agreement shall prevent the Executive Director from terminating this Agreement and the services of Employee at his/her sole discretion.

## 8.2 Termination Without Cause.

If Employee is terminated without cause, she shall receive as severance the then base monthly salary rate for three ( 3 ) months. A severance payment received under this Section 9 shall be Employee's sole and exclusive remedy for any and all claims for damages related to her employment or termination thereof pursuant to this Agreement. As a condition to receiving the severance payment, Employee must first execute a waiver acknowledging that she fully understands and accepts this Section 9 and further acknowledging that by accepting the severance payment she is waiving all further remedies or claims, known or unknown for damages against the COG, its officers or employees related to her employment pursuant to this Agreement. The waiver shall read as follows:

### **WAIVER AND RELEASE**

I, the undersigned, do hereby acknowledge and attest that I have read and understood section 9.2 of my Employment Agreement with the San Gabriel Valley Council of Governments ("the COG") and hereby agree that by accepting three (3) months' severance in the amount of \$\_\_\_\_\_, I agree to waive all rights to further claims, remedies, or legal action against the COG its officers and employees.

In exchange for receipt of the Severance Payment, I and my representatives, heirs, successors, and assigns do hereby completely release and forever discharge the COG and its related entities and their present and former officers, directors, council members, agents, employees, attorneys, and successors (collectively, "Released Parties") from all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which Employee may have now or in the future arising from any act or omission or condition occurring on or prior to the date this waiver is signed whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation (collectively, the "Released Claims"). Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, bonuses, leave pay, or medical insurance, or any other fringe benefit.

Employee knowingly and voluntarily waives any and all rights or benefits that she may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, the Employee acknowledges that she has read and understands this waiver and voluntarily and knowingly is waiving her rights under Section 1542 to pursue unknown or unanticipated claims, rights, demands, action obligations, liabilities and causes of action of any kind.

---

Initials of Employee

Employee shall not file any claim, sue or initiate against any Released Party any compliance review, action, or proceeding, or participate in the same, individually or as a member of a class, under any contract (express or implied), or any federal, state, or local law, statute, or regulation pertaining in any manner to the Released Claims.

Approved and Agreed to By:

---

Employee

### 8.3 Termination for Cause.

If Employee is terminated for cause, then employee shall not be entitled to any severance benefits. Termination "for cause", for the purpose of this paragraph, shall include, but not be limited to mean if Employee: acts in bad faith and to the detriment of the COG; refuses or fails to act in accordance with any specific direction or order of the Executive Director; exhibits misconduct or dishonesty in regard to her employment; is convicted of a misdemeanor or felony crime, including but not limited to, crimes involving moral turpitude as defined by relevant case law substantially related to her functions and duties, theft, embezzlement, unlawful discrimination, commission of a felony, willful destruction of property, material dishonesty, gross misconduct, repeated unexcused absences, or any other significant acts or omissions determined by the Executive Director to render the Employee unfit to continue her Employment with the COG.

### 8.4 Resignation.

If Employee desires to resign her position, she will provide the Executive Director with at least fourteen (14) calendar days' notice, in writing. In the event Employee resigns from her employment with COG, the Employee shall not be entitled to any severance pay.

## 9. General Provisions.

9.1 This Agreement supersedes any and all other rules of civil service or agreements, either oral or written, between the parties hereto with respect to the employment of Employee by the COG and contains all of the covenants and agreements between the parties with respect to the employment of Employee by the COG.

9.2 Each party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any

party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

9.3 Any modification of this Agreement will be effective only if made in writing and signed by both the Employee and the Executive Director.

9.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

9.5 This Agreement shall be governed by and construed in accordance with the law of the State of California.

9.6 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement.

9.7 Employee acknowledges that she has had an opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2012.

**EMPLOYEE**

\_\_\_\_\_  
Caitlin Sims

**San Gabriel Valley Council of Governments**

\_\_\_\_\_  
Francis M. Delach  
Interim Executive Director

ATTEST:

\_\_\_\_\_  
Richard D. Jones  
General Counsel

## Exhibit A – Job Duties and Responsibilities

## **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS EMPLOYEE 3 (ANALYST)**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

### **DEFINITION:**

Under direction, performs a wide variety of professional, administrative, fiscal and analytical support within assigned program areas, including budget preparation, human resources related support, financial management, and grant coordination; conducts research; supervises assigned functions with emphasis on citywide administrative methods; may serve as a unit manager working closely with Executive Director, and the Governing Board members; performs other related duties as required.

### **DISTINGUISHING CHARACTERISTICS:**

The **Analyst** is the advanced journey level class in which the incumbent is expected to demonstrate a high level of independent problem solving abilities and perform the full scope of administrative, analytical and management duties within assigned program areas. Incumbents in this class are assigned the most complex and difficult work, and carry out assignments using independent judgment and problem solving skills. This classification is distinguished from the next lower classification of Analyst in that it has overall responsibility for an assigned program and/or unit within a specialized area.

### **SUPERVISION RECEIVED/EXERCISED:**

Receives direction from the Executive Director, Exercises technical and functional supervision over contract employees and programs as well as lower-level administrative support staff.

### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- ☐ Conducts studies of organizational, administrative and operational issues; reviews and analyzes processes, procedures and work methods; analyzes legislation; develops funding proposals, policy alternatives and strategies; prepares and presents reports and recommendations; demonstrates an understanding of applicable policies, procedures and work methods associated with assigned duties.
- ☐ Participates in the development and implementation of goals, objectives and priorities; conducts studies, surveys, and collects information; makes recommendation to solve difficult regional issues or problems.
- ☐ Performs analysis and review of budgetary, financial and operational systems; compiles and interprets statistical and financial data; analyzes findings, prepares reports and makes recommendations.
- ☐ Prepares charts, graphics, and illustrations for presentations; performs desktop publishing on a computer to produce newsletters, brochures, forms, mailers and other department publications; posts public hearing notices as assigned.
- ☐ Attends Policy Committee, Technical Advisory Committee and Governing Board meetings as assigned.
- ☐ Develops policy plans and procedures and monitors implementation; prepares procedural manuals; prepares or coordinates grant applications; handles correspondence as assigned.

## EMPLOYEE 3

### Page 2

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- ☐ Provides staff support to the Executive Director; facilitates and coordinates projects; provides analytical support for financial and operational issues; coordinates and manages assigned special projects.
- ☐ Assumes operational authority over projects, services or administrative operations; trains and supervises assigned staff; provides team leadership; maintains financial and administrative processes and records; develops policy and procedural recommendations; develops, implements and monitors assigned budgets; monitors contracts and related documentation; performs customer service functions.
- ☐ Participates in the development and implementation of project program budgets; analyzes past and future revenue projections; participates in the forecast of necessary funds for staffing, materials, services and supplies; monitors and assists in the administration of the approved budget.
- ☐ Serves as a liaison with SGVCOG City and agency employees, public and private organizations, community groups and other organizations; provides information and assistance regarding assigned program and service areas; responds to and resolves inquiries and complaints; writes, edits, and designs articles for the SGVCOG publications, newsletters and press releases.
- ☐ Establishes positive working relationships with representatives of community organizations, state/ local agencies and associations, SGVCOG Governing Board, fellow staff, and the public.

#### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. Additionally, the need to lift, drag and push files, paper and documents weighing up to 25 pounds is required.

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## EMPLOYEE 3

### Page 3

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Possession of, or ability to obtain, a valid class C California driver's license.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

#### **Knowledge of:**

Modern principles, practices, and methods of administrative and organizational management; organizational development and public administration policies and procedures; principles of grant proposal writing and administration; research and reporting methods, techniques and procedures; City government and inter-governmental relationships; principles of mathematics and statistical analysis; structure and organization of public sector agencies; principles and practices of public sector human resources administration and supervisory techniques, budget development and implementation; public relations and customer service best practices; applicable federal, state and local laws, codes and regulations; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

#### **Ability to:**

Analyze financial, budgetary, administrative, operational and organizational problems; provide sound policy and procedural recommendations; oversee and/or manage specialty projects and programs; work effectively with management, staff, and the public; supervise and/or lead teams; develop, coordinate and administer assigned work programs and grants; identify private, state and federal funding sources; serve as a liaison between various public agencies; develop and administer a budget; prepare clear and concise administrative documents and reports; analyze, interpret, summarize and present a variety of fiscal, statistical and administrative reports in an effective manner; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; work effectively with people with varying backgrounds, educational levels, races and cultures.

#### **Skill to:**

Operate an office computer and a variety of word processing, spreadsheet and other software applications.





# San Gabriel Valley Council of Governments

1000 S. Fremont Ave., Unit 42, Alhambra, CA 91803 Phone: (626) 457-1800 FAX: (626) 457-1285 E-Mail [SGV@sgvcog.org](mailto:SGV@sgvcog.org)

## City Managers' Steering Committee

### Minutes

Date: July 11, 2012

Time: 12:00 noon

Location: El Monte City Hall

### Preliminary Business

The meeting was called to order at 12:07 p.m.

#### Members Present:

Alhambra	J. Keating
Covina	D. Parrish
Diamond Bar	J. DeStefano
El Monte	J. Gomez
Glendora	C. Jeffers
Rosemead	J. Allred
San Dimas	B. Michaelis
San Gabriel	M. Marlowe
Walnut	R. Wishner
West Covina	A. Pasmant

#### Members Absent:

La Canada Flintridge

#### SGVCOG Staff:

F. Delach, Interim Executive Director

M. Creter, Staff

R. Jones, General Counsel

#### Public:

R. Richmond, ACE  
M. Christoffels, ACE  
R. Bates, Pico Rivera  
A. Cervantes, Pico Rivera  
G. Aguirre  
R. Calix, MTA  
A. Oster, MTA

#### 1.0 Public Comment

There were no comments from the public.

#### 2.0 Changes to Agenda Order; Identify Subsequent Need or Emergency Items

There were no changes to the agenda order and no items were added to the agenda.

#### 3.0 Consent Items

There was a motion to approve the consent items (M/S/C: C. Jeffers/ D. Parrish/ Unanimous).

#### 3.1 Minutes from June 6<sup>th</sup>, 2012

### Regular Business Items

#### 4.0 Status of SGVCOG Interim Executive Director Appointment

The Interim Executive Director presented on this item. He distributed a copy of a 90-day budget for FY 2012-13 that identified sufficient reductions in expenditures to provide funding for the position of interim Executive Director without utilizing reserves. J. DeStefano called for a motion to recommend to the Governing Board adoption of the revised budget. However, as this was not a separate item identified on the agenda, no action was taken.

#### 5.0 ACE Independent Agency Feasibility Analysis

The CEO of ACE presented on this item. He reviewed the presentation that was given to the Governing Board, including the pros and cons of ACE becoming a separate agency. Additionally, he reviewed the motion by the Governing Board requesting the City Managers to coordinate with ACE in any ongoing feasibility analysis.

6.0 Initial Outline/Draft of ACE Project Transfer Agreement

The CEO of ACE presented on this item. There was extensive discussion on this item. The City Managers discussed the need for technical assistance in order to properly analyze the new proposed structure and its impact on the SGVCOG and its member agencies. There was discussion regarding the General Counsel serving as the lead SGVCOG staff on this effort. There was a motion to request the Governing Board take action to hire the proper technical support to lead this analysis, working through the General Counsel and to request ACE provide the funding for this effort (M/S/C: J. DeStefano/ J. Allred/ Unanimous).

7.0 MTA Congestion Mitigation Fee Feasibility Study and Economic Impact Analysis

MTA staff provided a brief update on the status of the Congestion Mitigation Fee Feasibility Analysis and recently completed Economic Impact Analysis. MTA staff anticipates that this item will be brought to the MTA Board in Fall 2012.

8.0 MTA Draft Sustainability Policy

MTA staff presented on the Agency's draft Sustainability Policy, which is intended to assist with transportation planning.

9.0 Member Agencies Fiscal Impact of Recent Claim Settlement in the Case of SGVCOG vs. Gil Aguirre Los Angeles Superior Court BS132514

The General Counsel presented on this item. He reviewed the nature of the various public records requests and Brown Act violations reported by Mr. Aguirre. He indicated that he has been working with staff to address the concerns and improve processes to avoid future Brown Act violations.

**New Business items for Next Regular Meeting / Announcements**

**Next Meeting**

The next meeting is scheduled for August 1.

**Adjourn**

The meeting adjourned at 2:35 pm.



# San Gabriel Valley Council of Governments

## Transportation Committee Minutes

**Date:** July 19, 2012  
**Time:** 3:30 p.m.  
**Location:** Almansor Court, Salon 2  
700 South Almansor Street  
Alhambra, CA 91801

### Preliminary Business

- 1.0 Pledge of Allegiance
- 2.0 Roll Call / Introductions
- 3.0 The Chair called the meeting to order at 4:05 p.m.

#### Members Present

Alhambra	B. Messina
Claremont	S. Pedroza
Covina	A. Gonzalez
Diamond Bar	C. Herrera, D. Liu
Duarte	J. Fasana
Glendora	C. Jeffers
Industry	T. Spohn, J. Ballas
La Puente	C. Klinakis
LA County District 5	M. Cano
Montebello	J. Hadjinian
San Marino	E. Sun
South El Monte	L. Aguinaga

#### Members Absent

La Canada Flintridge  
LA County District 1  
LA County District 4  
Rosemead

#### SGVCOG Staff:

F. M. Delach, Executive Director  
K. Boyd, Staff  
M. Creter, Staff  
M. Echternach, Staff  
C. Sims, Staff  
R. Jones, General Counsel

#### Public:

R. Richmond, ACE  
P. Hubler, ACE  
J. Walker, LA DPW  
S. Amiri, MTA  
T. Tournek, City of Pasadena  
S. Yauchzee, City of West Covina  
S. Jepsen, MTA

C. Marcerello, City of Rosemead  
S. Scauzillo, San Gabriel Valley Newspaper  
Group  
J. Orswell  
P. O'Connor, MTA  
L. Dolley  
D. Reyno, Foothill Transit  
M. Lutz, City of Monrovia

- 4.0 Public Comment

### Consent Calendar

- 5.0 Approval Items
  - 5.1 June 21<sup>st</sup>, 2012 Transportation Committee Meeting Minutes  
C. Herrera requested that the minutes be revised to reflect her absence from the June meeting.  
There was a motion to approve the June minutes as revised (M/S/C: S. Pedroza/ B. Messina/ Unanimous).
- 6.0 Receive and File

- 6.1 Foothill Transit
  - 6.2 Montebello Bus Lines
  - 6.3 Metro San Gabriel Valley Service Sector
  - 6.4 Alameda Corridor-East Construction Authority
  - 6.5 Gold Line Foothill Extension Status Report
  - 6.6 Correspondence/Media Publications
  - 6.7 SGVCOG Transportation Summit – October 3<sup>rd</sup>, 2012
- There was a motion to receive and file these items (M/S/C: C. Herrera/ S. Pedroza/ Unanimous).

#### **MTA Report**

##### **7.0 Measure R Extension**

The Chair presented on this item and gave an overview of his amendment to the Measure R Ordinance, which would allow for the immediate transfer of highway and transit funds within a subregion, pending MTA Board approval. He indicated that MTA would be seeking a 30-year extension to Measure R, and that on August 6<sup>th</sup> the LA County Board of Supervisors would be considering whether to include the initiative on the consolidated November ballot. There was discussion that the share of highway funds by subregion is not included in the enabling legislation, and was only included in the MTA Board policy documents. There was extended discussion on this item, including the impact on both the Gold Line Foothill and East Side extensions.

There was a motion to recommend to the Governing Board support for Metro Ordinance to extend Measure R and support Fasana amendment to existing Measure R Ordinance (M/S/C: B. Messina/ L. Aguinaga/ Ayes – Alhambra, Covina, Diamond Bar, Duarte, Industry, Montebello, San Marino, South El Monte; Noes – Claremont, Glendora, La Puente, LA County District #5).

##### **8.0 Draft Sustainability Policy**

P. O'Connor introduced this item, and S. Jepsen presented. MTA' Sustainability Policy is intended to provide direction on integrating sustainability principles and priorities into the agency's planning functions and to provide a framework for the implementation of federal, state, regional and local sustainability policies and plans—including the RTP/SCS—across Los Angeles County. There was discussion regarding bringing this item to an upcoming Governing Board meeting for possible action.

#### **New Business**

M. Cano requested a discussion on Proposition 1 B equity at a future meeting.

#### **Next Meeting**

#### **Adjourn**

The meeting was adjourned at 4:57 p.m.



## **Alameda Corridor-East Construction Authority**

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 [www.theaceproject.org](http://www.theaceproject.org)

### **ACE Construction Authority Board of Directors July 23, 2012 Regular Meeting Minutes**

1. **Roll Call** – Chairman Gutierrez called the meeting of the ACE Construction Authority Board of Directors to order at 2:00PM at the City of San Gabriel Council Chambers. In attendance were:

David Gutierrez, Chairman  
Tim Spohn, Industry  
Norma Macias, El Monte  
Jack Hadjinian, Montebello  
Barbara Messina, SGVCOG

#### **Staff**

Rick Richmond, Chief Executive Officer  
Joe Silvey, Legal Counsel  
Deanna Stanley  
Mark Christoffels  
Cecilia Cardenas  
Genichi Kanow  
Phil Balmeo  
Victoria Butler  
Fred Leung  
Paul Hubler

#### **Guests**

Natasha DeBenon, Arcadis  
Jessica Keating, City of Alhambra  
Maria Carrillo, City of Pico Rivera  
Daren Grilley, City of San Gabriel  
Hank Alonso, JACOBS  
Eugene Kao, KOA Corporation  
Hank Fung, LA County DPW  
Allen Ude, LA County DPW  
John Walker, LA County DPW  
Philbert Wong, METRO  
Keith Gillfillan, Moffatt & Nichol  
Ivy Tsai, San Gabriel Council of Governments  
Alfonso Contreras, Southern California Edison  
James Perez, TEC Contractors & Engineers  
Steven Youschak, TEC Contractors & Engineers

B. Heathcott, Walsh Construction  
J. Titus, Walsh Construction

2. **Pledge of Allegiance** – Member Spohn led the pledge of allegiance.
3. **Public Comments** – There were no public comments.
4. **Approval of Regular Meeting Minutes of June 25, 2012** – The Board reviewed the minutes of June 25, 2012. Member Hadjinian referenced page 3 and indicated he was not the member who requested information as reflected in the minutes. Mr. Richmond indicated Mr. Atchley made the request and the minutes would be revised to reflect the correction. A motion was made to approve the minutes as revised. M/S/C/Hadjinian/Spohn/Passed Abstain: Messina. Member Antonovich now present.
5. **Chairman's Remarks** – The Chairman reminded the Board that the Finance Committee would be held on July 30 at 2PM at ACE's offices. He reported that he met with Congresswoman Napolitano to provide project updates and would be meeting later in the week with Congresswoman Chu.
6. **Board Member Comments** – There were no Board comments.
7. **Chief Executive Officer's Report** – Mr. Richmond indicated the bid package for the construction of the Baldwin Avenue grade separation project was released last week. He indicated the release of Nogales was delayed pending Caltrans approval. A request for qualifications for three Phase II projects, Fullerton, Hamilton and Durfee. He indicated the Fairway project was predicated upon conceptual design sign off by the Union Pacific Railroad. Lastly, Mr. Richmond introduced new employee Fred Leung, Contracts Administrator/Labor Compliance Officer.
8. **Approval to Award the San Gabriel Trench Construction Contracts to the Walsh Construction Company** – Phil Balmeo reviewed the elements of the San Gabriel Trench project. He reported there were 14 pre-qualified firms of which 6 proposed and the low bid was from Walsh Construction Company at \$172,592,600. The protest period has lapsed with no protests filed. He indicated the project's main construction was estimated to take 46 months. He indicated the bids were well below the estimated budget. Mr. Richmond indicated one of the figures yet to be determined is property compensation for property belonging to the Union Pacific where there remains a significant

difference in the appraised value. The ACE appraisal was \$5M and the Union Pacific \$17M. Both parties have agreed to a third appraisal and staff was hopeful this matter would be resolved soon.

A motion was made to award a contract to Walsh Construction Company for construction of the San Gabriel Trench project in an amount not to exceed \$172,592,600. Hadjinian/Macias/Passed Abstain: Antonovich

9. **Approval of Revised Staffing Plan** – Mr. Richmond indicated that staff did not request approval of the accounting position described in the staff report at this time. He reviewed the organization chart and indicated the project managers have discussed the need for a person to assist them to perform less intensive project duties better suited for engineering students. Staff requested recruiting and hiring an intern from local colleges. The position description was in the agenda and compensation did not include fringe benefits.

A motion was made to approve an Engineering Intern position.  
M/S/C/Spohn/Macias/Unanimous

10. **Approval of Funding Agreement with Caltrans for the Nogales Street Grade Separation Project** – Mr. Richmond outlined the elements of the Nogales Street grade separation project. He reminded the Board that the heavily traveled Nogales/Walnut/Gale intersection would be a challenging project and a detour road was planned. He reported there is adequate funding for this project. He indicated the California Transportation Commission approved an appropriation of \$25.6 million in May and as a part of the reimbursement agreement ACE is required to execute an agreement with Caltrans.

A motion was made to approve an agreement with Caltrans to receive an allocation of \$25.6M from the Highway Railroad Crossing Safety Account (HRCSA) funds for the Nogales Street grade separation project.  
M/S/C/Hadjinian/Macias/Unanimous Member Atchley is now present.

11. **Approval of Revision to ACE Conflict of Interest Code** – Mr. Richmond indicated the addition the newly created Chief Engineer/Deputy CEO position was not included in the adopted Conflict of Interest code. He indicated the Los Angeles County Executive Office biannual review for all agencies is underway and requested a revision to the code to include the position. A motion was made to amend the Conflict of Interest and Disclosure Code.  
M/S/C/Spohn/Hadjinian/Unanimous



**12. Approval to Reimburse SGVCOG for Review of ACE Project Transfer**

**Agreement** – Mr. Richmond reported that at their June meeting the COG Governing Board discussed ACE becoming a separate entity. The matter and draft agreement was referred to the City Managers Steering Committee who then referred it to legal counsel for review. Mr. Richmond and legal counsel Joe Silvey have met with Interim Executive Director Delach and COG counsel and agreed an outside counsel should review the transfer agreement and ACE should be responsible for the costs associated for the additional review. Mr. Richmond indicated \$20,000 should be adequate for costs associated with this task. Member Hadjinian indicated there have been rumors that with the ACE was positioning to take over the COG and asked staff to respond. Mr. Richmond reminded the Board that it was not ACE's intention and discussion to separate the two agencies was originally brought up by the COG several years ago.

A motion was made to authorize the expenditure of up to \$20,000 to fund the expenses incurred by the SGVCOG to review and monitor the agreement which would govern the transfer the ACE Project from the SGVCOG to another agency.

M/S/C/Spohn/Macias/Unanimous

**13. Update on Federal Legislation** – Paul Hubler, Director of Government and Community Relations updated the Board on recently enacted federal reauthorization legislation.

**14. Quarterly Reports** – Mr. Richmond reviewed the project cost, schedule and accomplishments for the period ending June 30. He indicated the cost forecast increase was reflective of the addition of cost estimates for Fairway (\$100.2M) and Puente (\$72.7M) and preliminary design for Fullerton (\$9.3M) and Hamilton (\$6.9M). He indicated schedule changes included Baldwin, delayed four months due to funding approvals and Nogales, three months due to right of way certification process. He reviewed the accomplishments which included preparation of bid package for Baldwin, submitted preliminary design and started final design on Puente and Fairway. Meetings with property owners have also started on both projects. Property acquisitions have been completed and construction bid package preparation underway for the Nogales project. The main construction procurement was complete for the San Gabriel Trench project.



15. **Closed Session** – Chairman announced that the performance review of the Chief Executive Officer would be held over to the August Board meeting. Counsel announced the Board would adjourn to closed session in accordance with Government code Section 54956.9(a) to discuss existing litigation – Alameda Corridor-East Construction Authority vs Newton et. al., Los Angeles Superior Court Case No. BC 457829. The Board reconvened and counsel announced there was no action taken.
16. **Adjournment** – The meeting was adjourned at 3:03PM

## **ACE, Industry pushing hard for separation from COG**

By Steve Scauzillo, SGVN

Posted: 09/07/2012 05:06:34 PM PDT

Updated: 09/07/2012 08:02:22 PM PDT

Read more: [http://www.pasadenastarnews.com/news/ci\\_21493326/ace-industry-pushing-hard-separation-from-cog?IADID=Search-www.pasadenastarnews.com-www.pasadenastarnews.com#ixzz266njZxeV](http://www.pasadenastarnews.com/news/ci_21493326/ace-industry-pushing-hard-separation-from-cog?IADID=Search-www.pasadenastarnews.com-www.pasadenastarnews.com#ixzz266njZxeV)

A tug of war is ensuing between two of the region's most influential governmental authorities.

For the last few months, the biggest agency under the umbrella of the San Gabriel Valley Council of Governments has been trying to gain its freedom by asking local cities to help it become a separate entity.

The Alameda Corridor East (ACE) was started in 1999 as part of the COG to build railway underpasses throughout the region.

But ACE, with a yearly budget of \$66 million and eight railroad underpass projects about to be started that would cost \$1.3 billion, has now overshadowed the regional council in scope and largess.

ACE is ready to break out on its own.

Despite giving ACE the initial OK to pursue its independence in June, the COG is now contesting the divorce. The reversal has triggered a tug-of-war between the two over which agency should get the most grant money and which will stay in power the longest.

The fight is taking place in the shadow of felony charges leveled against the former COG Executive Director Nick Conway by the Los Angeles County District Attorney. Conway, 60, was placed on administrative leave pending the outcome of his trial. He has pleaded not guilty.

Tempers flared last month when ACE CEO Rick Richmond said the new ACE may stay open for business long after its list of approved railroad underpasses were built to do "other projects," despite its original underpass-based mission.

"A statement has been made that ACE may go into other projects or start to design and build other construction projects, other than what they started to do, which are train crossings. What does 'other projects' mean?," asked South El Monte Councilman Joe Gonzales, a COG first vice president.

As a result, the COG's city managers steering committee has come up with a string of probing questions for Richmond. Richmond is being supported by one of ACE'S most powerful entities, the city of Industry. The questions infer that ACE is trying to essentially start its own COG with Industry and Walnut.

Walnut recently pulled out of the COG.

The city managers' committee is asking "what the successor entity would look like, what is the scope of its authority and would it be in competition with the COG," said Dick Jones, COG attorney.

The questions will be put to Richmond at a meeting of the city managers on Monday.

Members of the COG board questioned why it would allow ACE to become stronger than its parent and compete with the COG for federal and state transportation monies.

Another question from the committee asks how the COG's 30 member cities would benefit from ACE's separation?"

The questions reveal a deep distrust of the ACE separation, one that seems to be growing.

"Everyone wants to go into this with their eyes open," DeLach said of his board. "I haven't sensed any animosity. The COG board said let's study it."

Richmond said Thursday that the idea of the new ACE existing in perpetuity to do other projects came from supportive cities, though he could not remember which cities in particular.

So far, Richmond has shopped around a draft joint powers agreement to: Industry, Pomona, Walnut, Pico Rivera, Montebello, San Gabriel, El Monte and the county of Los Angeles. He needs five of these entities to join for the new ACE to be legal, he said.

He hopes to circulate a new draft agreement to those seven cities and the Board of Supervisors by late September or early October.

He said the cities in support want the new agency to have extended powers to do additional grade separations in their cities.

ACE was created in 1999 to build roadway underpasses so cars, trucks and emergency vehicles could pass freely under passing freight trains instead of queuing up and causing delays.

ACE is a response to the Alameda Corridor, which brings more trains loaded with goods up from the twin ports of Los Angeles and Long Beach. It was born as an offspring of the COG, the joint powers authority representing the cities in the San Gabriel Valley plus the unincorporated county areas and water districts.

Thirteen years later, ACE has had enough of its parent organization and is taking steps to break out on its own. But that path no longer appears uncluttered.

Richmond says the timing of the separation effort has nothing to do with Conway's legal troubles. He said the agency had always wanted to go solo.

"That was coincidental. Before the problems surfaced at COG it (separation of ACE) had already been suggested.

"We've been here for 13 years. We've demonstrated we can get the job done," he said.

ACE already has a board that creates budgets, spends money and lobbies state and federal representatives for revenues.

The agency is not shy with spending money to get things done.

At the end of June, the ACE board voted to pay \$207,000 for the year to Prince Global Solutions, a lobbying firm in Washington D.C. It also contracted with Capital Representation Group, Inc. to lobby the state Legislature at a cost of \$55,000.

Both lobbying firms are also used by the city of Industry. Industry paid Prince Global Solutions \$181,000 in 2011, according to city documents. Capital Representation Group is listed as a lobbyist for Industry in 2012 by the Secretary of State's website but no amount was listed.

The ACE overpass projects are mostly along the Industry corridor, where freight lines criss-cross major streets and tie-up truck and automobile traffic.

ACE is also beginning work on a train/road separation in San Gabriel, and could begin construction soon on a project at Baldwin Avenue in El Monte.

"Industry has been a very active participant in this program from the start. It has the most concentrated amount of grade crossings based on their geography," Richmond said.

steve.scauzillo@sgvn.com



# San Gabriel Valley Council of Governments

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DATE: September 20, 2012

TO: SGVCOG Governing Board Delegates and Alternates

FROM: F.M. Delach, Interim Executive Director

RE: ACE Independent Agency Feasibility Analysis and Draft Project Transfer Agreement

**Recommended Action:**

Review and forward the City Managers TAC/Steering Committee questions regarding proposed ACE/SGVCOG separation and direct questions to the ACE CEO.

**Background:**

The SGVCOG Governing Board requested the input of the City Managers Steering Committee regarding the proposed separation of the ACE Construction Authority from the SGVCOG JPA. The City Managers Technical Advisory Committee and the Steering Committee met on September 10, 2012 and approved the submittal of the proposed questions included below, to the SGVCOG Governing Board.

At the regular City Managers Steering Committee/Technical Advisory Committee (CMTAC) on August 8, 2012, an ad hoc subcommittee was appointed to develop questions needing answer prior to expending funds in the analysis of a potential ACE/COG separation. The consensus was that in order to effectively evaluate and report back to the SGVCOG Governing Board on the feasibility of SGVCOG and ACE separating from each other, we need to have a better understanding of the public policy benefits to the two organizations. While recognizing there are critical legal and financial questions that need to be fully explored, it was felt that the public policy questions should be first explored before engaging what will be an expensive review of the legal/financial agreements (estimated to be between \$25,000 and \$50,000).

The ad hoc subcommittee included the following members of the City Managers' Steering Committee:

- Chris Jeffers, City of Glendora (Chair of Ad Hoc Committee)
- Jessica Keating, City of Alhambra
- Mark Alexander, City of La Canada Flintridge
- Steve Preston, City of San Gabriel

The ad hoc committee held a conference call on August 16, 2012 in order to develop a list of questions to be submitted to the full CMTAC for review and comment (See Exhibit 1). The intent is that these questions would ultimately be submitted to ACE for a response in order to assist the CMTAC in its review of the SGVCOG Governing Board's assignment. It is the ad hoc committee's understanding that any approved questions would be forwarded to the entire SGVCOG Governing Board at their September 20<sup>th</sup> meeting, with an overview of the Steering Committee is suggesting this course of action in order to fulfill the task assigned.

The ad hoc committee has stressed that they have not formed an opinion on any of the issues. However, they feel that in order for the CMTAC to properly fulfill its task and develop a complete review and recommendation, that the public policy benefits along with financial/legal inquiries are necessary.

**Benefits to Each Agency**

- What does ACE see as the benefit to COG from a separation?  
*For example:*
  - Reduced Costs for COG? If so, can they provide examples?
  - Relieve the COG of liability exposure? If so, can they quantify and qualify it?
  - Improved coordination with mobility improvements for the Valley?
- What does ACE see as the benefit to them from a separation?  
*For example:*
  - Better efficiency in the delivery of projects?
  - Reduced administrative costs? If so, do they have an estimate?
  - More timely delivery of projects?
  - Ability to seek new financial resources that would not otherwise be possible?
  - Enhance their current financial funding?
  - Open new opportunities for transportation projects within the Valley?

**Mission and Scope**

- Does remaining with COG inhibit ACE's operations and mission? If so, how?  
Are there alternatives to separation that would address issues raised above?  
If the separation does not occur, how does that impact ACE future?  
What would the mission or statement of purpose be for the new ACE JPA?  
*For example:*
  - To just complete the remaining 8-9 projects?
  - To work to find funding to complete all original 54 projects?
  - To possibly take on other transportation projects with in the Valley area?
- Would the ACE JPA member cities be willing to limit their scope to just finishing those 8-9 projects?

**Governance and Membership**

- What does ACE currently see as the new JPA governance structure being like?  
*For example:*
  - Would a similar structure like that which currently exists be the goal?
  - Could any entity become a member of the new JPA, regardless of whether they have a project or not?
  - Will a city have to become a member in order to have a current project finished?
  - How would a City not represented on the Board or a member of the JPA be able to seek redress of a grievance over a JPA decision?

**Timeline**

- What does ACE see as a possible timeline, based on today's information, for studying and possibly completing the dissolution of the relationship?

**Cost/Benefit Analysis**

- Has ACE set or thought of a cost/benefit number that would need to be achieved in order to continue to move forward?
- In the reverse, is there a cost/benefit number in which ACE would not be willing to exceed at this time?
- If no cost/benefit number has been established, can ACE develop a preliminary figure in which there would not be a benefit in their opinion to moving forward at this time?



SGVCOG

# Strategic Planning Session

Friday, November 30, 2012

8:00 a.m. – 1:30 p.m.

*Location:*

*To be Announced*

This important event will prioritize the COG's work plan for the next six months. Marilyn Snider will again serve as facilitator.

*Please mark your calendar and  
plan to attend.*

RSVP by November 27th to [sgv@sgvcog.org](mailto:sgv@sgvcog.org)  
Or call (626) 457-1800





# San Gabriel Valley Council of Governments

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DATE: September 12, 2012

TO: SGVCOG Governing Board Delegates and Alternates

FROM: F.M. Delach, Interim Executive Director

RE: SGVCOG Organizational Options Data

## **Recommended Action:**

1. Tentatively approve Staffing Option #2 (Hiring full-time Executive Director and staff as employees of the SGVCOG), as recommended by the City Managers' TAC.
2. Direct the City Managers' Steering Committee to review the annual budget matrix (Exhibit 1) and provide analysis, including PERS impacts in light of AB 340 and potential exemptions from the existing PERS contract.

## **Executive Summary:**

On September 10, 2012, the City Managers Steering Committee and the Technical Advisory Committee met to review the recommendations of the Governing Board's Committee's "Organizational Review Sub-Committee" and develop cost estimates for each of the four options identified by that committee. I provided the group with both a copy of the Citygate Report and an initial set of cost estimates.

**With 21 cities represented, the City Managers TAC and Steering Committee unanimously recommended that the Governing Board implement an "In-House" staffing model with a full-time Executive Director and staff for the primary/core functions of COG**

The City Managers requested further analysis of the costs, specifically a complete draft fiscal year budget, in order to understand the impact the various staffing structures could have on the overall budget. Additionally, they recommended that the future Executive Director be given flexibility in determining how to staff new tasks that extend beyond core duties, such as grant work and special projects, by using in-house staff or contract staff as appropriate.

It is important to note that the City Managers' recommendation is quite similar to the Ad-Hoc Committee's recommendation and consistent with the Citygate report in that they believe a "core" basic function staff should be "In-House" and any other project/grant work outside the capability of staff would be done by contracted consultants via a public procurement process.

## **Background:**

### ***Citygate Report***

The SGVCOG received the "Organizational Management Audit" report from Citygate Associates in February 2012. This report analyzed a variety of issues related to the organization of the SGVCOG, staffing, and daily operations. Specifically related to staffing, "Finding VI-2" recommended that the Governing Board investigate the cost and terms of bringing a "core" staff of employees "in-house" to provide management of the SGVCOG.



In their report, Citygate Associates generally prefers the organizational “set-up” similar to that of the Gateway COG in having its own paid staff, and a “part-time” Executive Director. Although this concept is not without challenges, there are no separate consulting arrangements done for that entity by Gateway COG staff or the executive.

The report also cautions that the SGVCOG needs to come to grip with how they see themselves 5-years from now – that the organizational structure is different mainly because their core mission elements are less than the current COG efforts. It is a viable option that a “Full-Time” Executive Director, either employee or contract consultant, could actively engage in outreach to disenfranchised member cities; help marketing the COG mission with media, member cities and other targeted groups, engage in policy advocacy, public forum, grant application and implementation under the recommended preferred restructure element.

### ***Ad Hoc Committee***

Following a presentation on the CityGate report, the Governing Board created an Ad Hoc Committee to make recommendations specifically related to the future staffing model that the SGVCOG should implement. The Ad Hoc Committee was compromised of the following members:

- Joseph Gonzales (South El Monte) – Chair
- Bruce Lathrop (Bradbury)
- Monica Garcia (Baldwin Park)
- Steven Ly (Rosemead)
- Gene Murabito (Glendora)
- Gino Sund (L.A County Supervisorial District 5)

The task began in April and the Committee met several times to discuss options, costs, and challenges related to different conceptual management structures. The Committee Members also solicited comments/review of various options by their respective City Managers and Human Resources Departments.

On July 30, 2012, the Ad-Hoc Committee met for a fourth and final time and formulated a recommendation as well as additional options that could be considered by the Governing Board. **The Committees recommended hiring a full-time permanent Executive Director (“in-house”), and contract with individuals or a consulting firm to provide the day-to-day analytical and technical/clerical staffing.** The Committee reported their recommended plan is fiscally prudent, eliminates conflict of interest issues, provides improved internal controls, improves public perceptions, provides improved contract oversight, provides flexibility in staffing, and improves transparency. The Ad-Hoc Committee presented 2-additional options and I proposed a fourth, which is a variation of the previously identified options. These options are summarized in Table 1.

	<b>“In-house” Staff</b>	<b>Contract Staff</b>
<b>Option 1 (Ad Hoc Committee Recommendation):</b> “In-House” Executive Director / Contract Staff	<ul style="list-style-type: none"> <li>• Executive Director</li> </ul>	<ul style="list-style-type: none"> <li>• Analytical Staff</li> </ul>
<b>Option 2:</b> All “In-House” Staff	<ul style="list-style-type: none"> <li>• Executive Director</li> <li>• Analytical Staff</li> </ul>	
<b>Option 3:</b> Part-time Contract Executive Director / “In-House” Staff	<ul style="list-style-type: none"> <li>• Analytical Staff</li> </ul>	<ul style="list-style-type: none"> <li>• Executive Director</li> </ul>
<b>Option 4:</b> Contract Executive Director/ Contract Staff		<ul style="list-style-type: none"> <li>• Executive Director</li> <li>• Analytical Staff</li> </ul>

**Table 1.**  
**Summary of Staffing Options.**

## Financial Analysis

The staffing options identified above and the Ad Hoc Committee's recommendations were initially reviewed at the August Governing Board meeting. I was directed to work with the City Managers' TAC to develop cost estimates for each of the options in order to provide the Governing Board with information on the projected fiscal impact. The costs of each option, delineated by "in-house" and contract costs, are shown in Table 2.

	<b>Option 1 (Ad Hoc Committee Recommendation):</b> "In-House" Executive Director / Contract Staff	<b>Option 2:</b> All "In-House" Staff	<b>Option 3:</b> Part-time Contract Executive Director / "In-House" Staff	<b>Option 4:</b> Contract Executive Director/ Contract Staff
In-House Costs	\$291,336	\$508,812	\$294,396	\$76,920
Contract Costs	\$447,204	-	\$217,476	\$609,578
Total	<b>\$738,540</b>	<b>\$508,812</b>	<b>\$456,771</b>	<b>\$686,499</b>

Table 2.<sup>1</sup>

### Estimated Costs of Each Proposed Staffing Option.

In reviewing these cost estimates, please note the following assumptions:

- **Executive Director:**
  - **Full-Time/In-House:** Two of the staffing models propose a full-time Executive Director that would be an employee of the SGVCOG. For the purposes of this analysis, I assumed an annual base salary of \$180,000, with a range up to \$192,000. This should be considered in comparison to the Foothill Metro Gold Line Extension's Executive Director, and the ACE Construction Authority Executive Director's compensation of \$230,000 to \$250,000 annually, and City Manager salaries in the region.
  - **Part-Time/Contract:** Two of the staffing models propose a part-time contracted Executive Director. This assumes an average of 20-30 hours per week, similar to the current agreement for the Interim Executive Director position. For the purposes of this analysis, I utilized an hourly rate of \$125/hour, and an average of 25 hours/week.
- **Analytical Staff:** All staffing options, both "in-house" and contract, assume a core of three analytical staff. This assumption is based on our current obligations including the grant programs associated with the Edison energy programs. Depending on how the COG resolves its discussion of its future mission outlook as Citygate suggests, then that core staffing may change by with at least one or more analytical positions being eventually dropped or added. Additionally, depending on your direction, it may be necessary to consider a full-time clerical/technical administrative/executive assistant or office manager. A key element to the review is that the SGVCOG costs of operation are directly correlated with the work plan developed through strategic planning; thus the more work requested and expected the greater the staffing costs, unless directly related to new grant work. It is possible for the SGVCOG to recapture overhead charges via grant work reducing the operating costs for the SGVCOG budget lessening the ongoing general fund expense.
  - **In-House:** I utilized current staff's salaries in modeling in the in-house options.
  - **Contract:** I contacted several consulting firms to develop an estimated rate that would be charged for analyst-level positions with comparable experience to current staff. Based on

<sup>1</sup> Current dues revenue for the COG at full membership of the 31 cities, 3 County Supervisorial Districts, and the San Gabriel Valley Water Agencies are \$702,096.

that information, I assumed 2080 hours (full-time) per consultant staff, with 1 senior staff charged at \$105/hour, and 2 additional staff charged at \$55/hour.

- **Benefits:** The in-house scenarios include \$700/month costs per employee for medical/dental insurance; pension options (discussed below); 100 hours of vacation; and 50 hours administrative leave. These benefits were based on the typical benefits of member cities.
- **Pension:** Given the SGVCOG's existing PERS contract (due the ACE Project) it is still unresolved whether the agency would be required to offer PERS to any in-house employees of SGVCOG. I am advised that there is a process where a contracting entity may, under Government Code Section 20505, seek waivers for classifications not being included under their contract. With PERS taking considerable time in responding to inquiries, my in-house scenarios assume we cannot opt out classifications. However, I am presuming that we would establish a second tier of 2% @60 or 2% @62 as opposed to the current 2.5% @55. The benefit assumptions are not an endorsement of any of them, but designed to present viable cost alternatives for your consideration of a possible restructuring alternative. Also note, my scenarios have not assumed any impacts of the recently approved pension reforms approved by the Governor as there is not enough detail available.
- **All Contract Staff Option:** Note, to avoid any perceived or actual conflict of interest, I assumed 2 different firms would be contracted with for staffing, one for Executive Director services and one for analytical staff services.
- **Operational Costs:** In addition to staff costs, I researched current rates for office space, utilities, and supplies. These are estimated at \$76,920 annually, or \$6,410 per month. This does not include one-time capital outlay costs of \$17,100 (i.e. computers, IT/phone systems, and office furniture).

As discussed above, the City Managers' TAC reviewed all of the options, and recommended Option 2 (All "in-house" staff). This alternative was recommended because it combined both relatively low costs with the appropriate internal controls and organizational alignment to address the SGVCOG's current workplan.

In order to better understand the impact that any new staffing model would have on the SGVCOG's overall budget, the City Managers requested that I prepare a draft fiscal year budget comparing all of the different staffing models. As shown in Exhibit 1, using current revenues and other existing expenses, Options 2 (All "In-House") and 3 (Part-time Contract Executive Director/"In-house" Staff) result in a net surplus of \$145,284 and \$197,325 respectively. Using the same budget assumptions, Options 1 ("In-house" Executive Director/Contract Staff) and 4 (All contract staff) result in a deficit of \$84,444 and \$32,403 respectively.

# Exhibit 1.

Existing Budget Items	Adopted FY 2012-13 <sup>1</sup>	Alternative Staffing Models				Revised Budget Items
		Option 1: "In-House" Executive Director/ Contract Staff	Option 2: All "In-House" Staffing	Option 3: Part-Time Contract Executive Director/ "In-House" Staff	Option 4: All Contract Staff (Multiple MSAs)	
<b>General Operating Income</b>						<b>General Operating Income</b>
Member Dues	\$ 702,096	\$ 702,096	\$ 702,096	\$ 702,096	\$ 702,096	Member Dues
Interest	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	Interest
<b>Total General Operating Income</b>	<b>\$ 703,096</b>	<b>\$ 703,096</b>	<b>\$ 703,096</b>	<b>\$ 703,096</b>	<b>\$ 703,096</b>	<b>Total General Operating Income</b>
<b>Grants &amp; Special Project Income</b>						<b>Grants &amp; Special Project Income</b>
SCE Local Government Partnership	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	SCE Local Government Partnership
SCE CEESP Grant	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	SCE CEESP Grant
Energy Upgrade California	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	Energy Upgrade California
<b>Total Grants &amp; Special Project Income</b>	<b>\$ 1,130,000</b>	<b>\$ 1,130,000</b>	<b>\$ 1,130,000</b>	<b>\$ 1,130,000</b>	<b>\$ 1,130,000</b>	<b>Total Grants &amp; Special Project Income</b>
<b>Total Income</b>	<b>\$ 1,833,096</b>	<b>\$ 1,833,096</b>	<b>\$ 1,833,096</b>	<b>\$ 1,833,096</b>	<b>\$ 1,833,096</b>	<b>Total Income</b>
<b>General Operating Expenses</b>						<b>General Operating Expenses</b>
Ongoing Management and Operational Contracts						Ongoing Management and Operational Contracts
Management Services Contract (MSC)	\$ 428,033	\$ 214,416	\$ 214,416	\$ 162,375	\$ 162,375	Executive Director (Salary & Benefits)
		\$ 447,204	\$ 217,476	\$ 217,476	\$ 447,204	Other SGVCOG Staffing (3 employees, Salary & Benefits)
		\$ 52,500	\$ 52,500	\$ 52,500	\$ 52,500	Estimated Rent
		\$ 20,100	\$ 20,100	\$ 20,100	\$ 20,100	Estimated Utilities
		\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	Office Supplies
		\$ 720	\$ 720	\$ 720	\$ 720	Postage
		<b>\$ 738,540</b>	<b>\$ 508,812</b>	<b>\$ 456,771</b>	<b>\$ 686,499</b>	Subtotal of Staffing and Operational Costs <sup>2</sup>
MTA Board Support	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	MTA Board Support
Legal Services	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	Legal Services
Financial Audit Services	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	Financial Audit Services
Bookkeeping / Accounting	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	Bookkeeping / Accounting
Consultant Services						Consultant Services
Federal Advisory Services	\$ -	\$ -	\$ -	\$ -	\$ -	Federal Advisory Services
Strategic Planning	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	Strategic Planning
Media/Public Relations	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	Media/Public Relations
Annual Evaluation	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	Annual Evaluation
Special Events and Advocacy Travel						Special Events and Advocacy Travel
Annual Federal & State Advocacy Delegation	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	Annual Federal & State Advocacy Delegation
Local Receptions	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	Local Receptions
Governing Board and Committee Meetings	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	Governing Board and Committee Meetings
Direct Expenses						Direct Expenses
Board Stipends	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	Board Stipends
Insurance	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	Insurance
Printing / Publication	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	Printing / Publication
Miscellaneous	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	Miscellaneous
<b>Total Operating Expenditures</b>	<b>\$ 667,033</b>	<b>\$ 977,540</b>	<b>\$ 747,812</b>	<b>\$ 695,771</b>	<b>\$ 925,499</b>	<b>Total Operating Expenditures</b>
<b>Grants &amp; Special Projects Expenses</b>						<b>Grants &amp; Special Projects Expenses</b>
Grants & Special Projects Staff						Grants & Special Projects Staff
MSC - Amendment #1 (Energy Wise)	\$ 52,500	\$ -	\$ -	\$ -	\$ -	
MSC - Amendment #2 (SCE CEESP)	\$ 100,000	\$ -	\$ -	\$ -	\$ -	
MSC - Amendment #3 (Energy Upgrade)	\$ 55,000	\$ -	\$ -	\$ -	\$ -	
Grants & Policy Committee Internship Program	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	Grants & Policy Committee Internship Program
Consultant Services and Other Direct Grant Expenses						Consultant Services and Other Direct Grant Expenses
Miscellaneous Grant Expenses	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	Miscellaneous Grant Expenses
Local Government Sustainable Energy Coalition	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	Local Government Sustainable Energy Coalition
Information Technology	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	Information Technology
SCE Local Government Partnership Expenses	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	SCE Local Government Partnership Expenses
SCE CEESP Expenses	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	SCE CEESP Expenses
<b>Total Grant &amp; Special Project Expenses</b>	<b>\$ 1,147,500</b>	<b>\$ 940,000</b>	<b>\$ 940,000</b>	<b>\$ 940,000</b>	<b>\$ 940,000</b>	<b>Total Grant &amp; Special Project Expenses</b>
<b>Total Expenditures</b>	<b>\$ 1,814,533</b>	<b>\$ 1,917,540</b>	<b>\$ 1,687,812</b>	<b>\$ 1,635,771</b>	<b>\$ 1,865,499</b>	<b>Total Expenditures</b>
<b>Surplus/Deficit</b>	<b>\$ 18,563</b>	<b>\$ (84,444)</b>	<b>\$ 145,284</b>	<b>\$ 197,325</b>	<b>\$ (32,403)</b>	<b>Surplus/Deficit<sup>3</sup></b>

1. The original approved FY 12-13 budget was used for the purposes of comparison, as opposed to the adopted FY 12-13 budget, which includes reductions to various budget items to offset the costs of an Interim Executive Director.

2. Does not include one-time capital outlay costs of \$17,100. This would include computers, IT/phone systems, and office furniture.

3. The existing budget proposes 5.5 FTE (3 FTE from the MSA and 2.5 FTE for "Grants and Special Projects"). The proposed budget funds 4 FTE (Executive Director and 3 analysts).

# Energy Efficiency & Climate Change Conference

September 27, 2012

Courtyard by Marriott, Monrovia

## Draft Agenda

<b>Check-in</b>	<b>8:00—8:30 a.m.</b>
<b>Welcome</b> <i>Barbara Messina, President, San Gabriel Valley Council of Governments</i>	<b>8:30—8:45 a.m.</b>
<b>Opening Address</b> <i>Senator Carol Liu, California State Senate, 21st District</i>	<b>8:45—9:15 a.m.</b>
<b>California Long-Term Energy Efficiency Strategic Plan &amp; Statewide Planning Efforts</b> <i>Denise Tyrrell, Director, Public Affairs and Southern California Representative, California Public Utilities Commission</i>  <i>Nancy Jenkins, Manager of Local Government Partnerships, Southern California Edison</i>	<b>9:15 —9:45 a.m.</b>
<b>Project Overview &amp; Major Findings</b> <i>PMC Staff</i>	<b>9:45—10:15 a.m.</b>
<b>Break</b>	<b>10:15 — 10:30 a.m.</b>
<b>Statewide Greenhouse Gas &amp; Climate Change Planning Efforts</b> <i>Office of Planning and Research (OPR) Staff</i>	<b>10:30—11:00 a.m.</b>
<b>Greenhouse Gas Inventories: Process &amp; Best Practices</b> <i>PMC staff</i>  <b>Panelists:</b> <i>Kevin Kearney, City of Bradbury</i> <i>Irma Hernandez, City of Duarte</i> <i>City of El Monte (To be confirmed)</i> <i>City of Rosemead (To be confirmed)</i>	<b>11:00 a.m.—12 noon</b>
<b>Lunch &amp; Keynote Speaker</b> <i>Hector De La Torre, Board Member, California Air Resources Board</i>	<b>12:00 — 1:00 p.m.</b>



# Energy Efficiency & Climate Change Conference

September 27, 2012



## Community-Wide Energy Action Plans: Development & Implementation

1:00—2:30 p.m.

*PMC Staff*

### Panelists:

*Marc Castagnola, City of Baldwin Park*

*Mayor Louie Aguinaga, City of South El Monte*

*Jacob Alvarez & Katie Barrows, Coachella Valley Association of Governments*

*Green4Life App*

*Jim Guerra, City of Goleta*

*Reach Codes*

*Cynthia Sabatini, Simi Valley*

*Reach Codes*

*William Campana, City of South Gate*

*Point of Sale Housing Inspection & Education Program*

## Break

2:30 — 2:45 p.m.

## Municipal Energy Action Plans: Development & Implementation

2:45 — 4:00 p.m.

*PMC Staff*

### Panelists:

*Vivian Castro, City of Covina*

*Sharon Gallant, City of Monrovia*

*Julie Carver & David Hamilton, City of Pomona*

*City of West Covina (To be confirmed)*

*Howard Choy, County of Los Angeles*

*Southern California Regional Energy Network*

## Next steps

4:00—4:30 p.m.

*PMC Staff & Panelists*

*Veronica Gutierrez, Vice President of Local Public Affairs, Southern California Edison*

## City Expo

4:30 — 5:00 p.m.







## 2012 Transportation Forum Agenda

October 3, 2012

9:00 a.m.—12 noon

Duarte Community Center

### I. Welcome and Introductions

9:00 a.m.

*Barbara Messina, President, San Gabriel Valley Council of Governments*

### II. Regional Perspectives—Part I

9:15 a.m.

*MTA Chairman Michael D. Antonovich, Supervisor - 5th District, County of Los Angeles*

### III. San Gabriel Valley Projects Status

9:30 a.m.

A. Metro Short Range Plan—*Martha Welborne, Executive Director of Countywide Planning, Metro*

B. Sustainable Transportation Improvements—*Martha Welborne, Executive Director of Countywide Planning, Metro*

#### C. Rail Projects

1. Regional Connector—*Martha Welborne, Executive Director of Countywide Planning, Metro*

2. Gold Line Eastside Extension Phase II—*Martha Welborne, Executive Director of Countywide Planning, Metro*

3. Gold Line Foothill Extension—*Habib Balian, CEO, Metro Gold Line Foothill Extension Construction Authority*

D. Highway & Arterial Projects—*Doug Failing, Executive Director - Highway Project Delivery*

1. Overview of Completed Transportation Improvements

2. I-10 HOV Lane Completion

3. I-10/I-605 Interchange

4. SR-710 Completion

5. Local Traffic Signal Synchronization

E. ExpressLanes—*Stephanie Wiggins, Executive Officer - Congestion Reduction Initiative, Metro*

#### F. Goods Movement

1. The Alameda Corridor East (ACE) Project—*Rick Richmond, Chief Executive Officer, The ACE Project*

IV. Regional Perspectives—Part II

**10:30 a.m.**

*Supervisor Don Knabe, 4th District, County of Los Angeles (Invited)*

*Supervisor Gloria Molina, 1st District, County of Los Angeles (Invited)*

V. Funding Strategies

**10:45 a.m.**

A. Federal & State Funding—*Sharon Neely, Chief Deputy Executive Director, SCAG*

1. MAP21
2. Cap and Trade Revenues

B. Local Funding

1. Measure J
2. Public Private Partnerships —*Roger Moliere, Chief - Real Property Management & Development, Metro*
3. Congestion Mitigation Fee—*Martha Welborne, Executive Director of Countywide Planning, Metro*

VI. Future Transportation Projects

**11:15 a.m.**

A. Rail Projects—*Don Sepulveda, Executive Officer - Regional Rail, Metro*

1. Regional Rail Improvements

B. Highway Projects—*Michael Miles, Director of District 7, Caltrans*

1. Route 39 to Route 2 Connection
2. Arroyo Seco Corridor

IX. Next Steps and Conclusion

**11:30 a.m.**

*Panel discussion facilitated by Director John Fasana, San Gabriel Valley Representative, Metro Board of Directors*



**San Gabriel Valley  
Council  
of Governments**





## **Alameda Corridor-East Construction Authority**

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 [www.theaceproject.org](http://www.theaceproject.org)

MEMO TO: SGVCOG Governing Board Members & Alternates

FROM: David R. Gutierrez, Chairman

DATE: September 7, 2012

SUBJECT: Monthly Report

The following are items of note since the last meeting:

**Trench Groundbreaking** – COG Governing Board members are cordially invited to join ACE Board members and staff for the San Gabriel Trench project groundbreaking ceremony scheduled for 10:30 a.m. on Thursday, November 1 at Plaza Park, adjacent to the historic San Gabriel Mission. The event will be immediately followed by a luncheon at Grapevine Arbor Park, located within walking distance. Parking will be available at the San Gabriel Mission Playhouse, 320 S. Mission Drive.

**Baldwin Project Update** – The bid opening date for the Baldwin Avenue project has been extended a month until October 3 at the request of prospective prime contractors to allow more time to prepare their bid submittals. Staff anticipates recommending approval of a construction contract at the ACE Board meeting on October 22.

**Nogales Project Update** – Staff anticipates advertising a construction contract for the Nogales Street project this month, following receipt from Caltrans of an authorization to proceed. Preconstruction activities and utility relocation are in progress. ACE contractors will complete demolition of two vacant industrial buildings this month needed to allow the relocation of underground utilities.

**Phase II Projects Update** – Staff anticipates recommending ACE Board approval this month of the award of contracts for design and engineering of three Phase II grade separation projects located at Fullerton Road near State Route 60, at Hamilton Boulevard in Pomona and at Durfee Avenue in Pico Rivera.

**Surplus Property Sale** – The ACE Board in August authorized the sale of surplus property in Diamond Bar that had been purchased for the Brea Canyon Road project. The two parcels total 2.68 acres, include a 20,000-square-foot industrial building and will be sold to a local real estate development firm for \$2.5 million, the highest of multiple offers received.

**Community Outreach Update** – Staff conducted the following project outreach activities:

- Distributed construction alert notices in English, Spanish and Chinese regarding utility relocation activities and temporary lane closures for the San Gabriel Trench project;
- Conducted ACE safety outreach presentations and distributed safety kit materials to students at schools in San Gabriel and Rowland Heights; and,
- Conducted ongoing community outreach and support activities for the San Gabriel Trench, Baldwin Avenue, and Nogales Street grade separation projects.