



AGENDA AND NOTICE OF THE **SPECIAL** MEETING OF THE  
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS GOVERNING BOARD  
**NOVEMBER 21, 2019 - 5:30 P.M.**  
**Foothill Transit Office**  
**100 S. Vincent Ave., Suite 200, West Covina, CA**

**SGVCOG Officers**

President  
**Cynthia Sternquist**

1<sup>st</sup> Vice President  
**Margaret Clark**

2<sup>nd</sup> Vice President  
**Becky Shevlin**

3<sup>rd</sup> Vice President  
**Tim Hepburn**

**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*

*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*

Thank you for participating in tonight's meeting. The Governing Board encourages public participation and invites you to share your views on agenda items.

**MEETINGS:** *Regular Meetings of the Governing Board are held on the third Thursday of each month at 5:30 PM at the Upper San Gabriel Valley Municipal Water District Office (602 E. Huntington Drive, Suite B, Monrovia, California 91016).* The Governing Board agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, [www.sgvkog.org](http://www.sgvkog.org). Copies are available via email upon request ([sgv@sgvcog.org](mailto:sgv@sgvcog.org)). Documents distributed to a majority of the Board after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

**PUBLIC PARTICIPATION:** Your participation is welcomed and invited at all Governing Board meetings. Time is reserved at each regular meeting for those who wish to address the Board. SGVCOG requests that persons addressing the meeting refrain from making personal, slanderous, profane or disruptive remarks.

**TO ADDRESS THE GOVERNING BOARD:** At a regular meeting, the public may comment on any matter within the jurisdiction of the Board during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. There is a three-minute limit on all public comments. Proxies are not permitted, and individuals may not cede their comment time to other members of the public. **The Governing Board may not discuss or vote on items not on the agenda.**

**AGENDA ITEMS:** The Agenda contains the regular order of business of the Governing Board. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the Governing Board can be fully informed about a matter before making its decision.

**CONSENT CALENDAR:** Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Board member or citizen so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar. If you would like an item on the Consent Calendar discussed, simply tell Staff or a member of the Governing Board.



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.



**PRELIMINARY BUSINESS**

**5 MINUTES**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (*If necessary, the President may place reasonable time limits on all comments*)
5. Changes to Agenda Order: Identify emergency items arising after agenda posting and requiring action prior to next regular meeting

**PRESENTATION**

**25 MINUTES**

6. Update on Stormwater Litigation: Travis Van Ligten, Associate, Rutan & Tucker  
*Recommended Action: For information only.*

**LIAISON REPORTS**

**10 MINUTES**

7. Gold Line Foothill Extension Construction Authority
8. Foothill Transit
9. Los Angeles County Metropolitan Transportation Authority
10. San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
11. San Gabriel Valley Mosquito & Vector Control District
12. Southern California Association of Governments – Page 1
13. League of California Cities – Page 5
14. San Gabriel Valley Economic Partnership
15. South Coast Air Quality Management District – Page 7

**PRESIDENT’S REPORT**

**5 MINUTES**

**EXECUTIVE DIRECTOR’S REPORT**

**5 MINUTES**

**GENERAL COUNSEL’S REPORT**

**5 MINUTES**

**COMMITTEE REPORTS**

**10 MINUTES**

16. Transportation Committee – Page 11
17. Homelessness Committee – Page 13
18. Energy, Environment and Natural Resources Committee – Page 15
19. Water Committee – Page 17
20. Capital Projects and Construction Committee – Page 19

**CONSENT CALENDAR**

**5 MINUTES**

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

21. Governing Board Meeting Minutes – Page 21  
*Recommended Action: Adopt Governing Board minutes.*
22. Monthly Cash Disbursements/Balances/Transfers – Page 27  
*Recommended Action: Approve Monthly Cash Disbursements/Balances/Transfers.*
23. Committee/TAC/Governing Board Attendance – Page 33  
*Recommended Action: Receive and file.*
24. Revised ACE Project Budget Estimates – Page 43  
*Recommended Action: Adopt Resolution 19-47 approving the revised cost estimate for the ACE Project to \$1.8 billion.*
25. 4th Quarter Financial Report/Treasurer’s Report – Page 51  
*Recommended Action: Receive and file.*
26. Contract with SoCalGas – Page 75  
*Recommended Action: Authorize the Executive Director to execute a contract with SoCalGas (SCG) to extend the San Gabriel Valley Energy Wise Partnership (SGVEWP) through December 31, 2020.*

27. Committee/TAC/Partnership Agency Appointments – Page 111  
*Recommended Action: Appoint the following members to standing SGVCOG Policy Committees, Technical Advisory Committees, and other partnership agency appointments:*

- Public Works TAC: City of Baldwin Park
- Metro Service Sector: Ben Wong, non-elected
- Metro TAC: Frank A. Lopez (Monterey Park), Alternate
- Metro TAC Streets and Freeways Subcommittee: Robert Delgadillo (Azusa), Delegate

28. State Homeless Funding and Measure H Innovation Funding Programming Recommendations – Page 113

*Recommended Actions:*

1. *Approve the recommended use of State Homeless Funds and Measure H Innovation Funds across the following programming categories, for submittal to the State and the County:*

<b>Category</b>	<b>State Funds</b>	<b>Innovation Funds</b>	<b>TOTAL</b>
Regional Housing Trust (Capital)	\$1,000,000	\$350,000	<b>\$1,350,000</b>
Regional Housing Trust (Operations)	-	\$200,000	<b>\$200,000</b>
Cities’ Homeless Plans (Implementation)	\$3,300,000	-	<b>\$3,300,000</b>
Cities’ Homeless Plans (Development)	\$50,000	-	<b>\$50,000</b>
Landlord Education/Outreach and Incentive Program	\$400,000	-	<b>\$400,000</b>
Other Regional Work	\$400,000	-	<b>\$400,000</b>
Homelessness prevention and diversion programs	\$50,000	\$400,000	<b>\$450,000</b>
Pilot Programs	\$35,000	\$265,000	<b>\$300,000</b>
Master Leasing	\$100,000	\$250,000	<b>\$350,000</b>
Administration	\$290,000	\$76,876	<b>\$361,876</b>
<b>TOTAL</b>	<b>\$5,625,000</b>	<b>\$1,541,876</b>	<b>\$7,166,876</b>

2. *Pending approval from oversight agencies (State and County), authorize SGVCOG staff to directly administer \$2,333,438 in funding to implement the following programs on a regional level:*

- *Regional Housing Trust (\$1,550,000),*
- *Cities’ homeless plans sub-regional activities (\$200,000); and*
- *Other regional work (including collaboration, advocacy, nonprofit capacity building, regional data projects and targeting messaging campaigns, technical assistance) (\$400,000).*

3. *Pending approval from oversight agencies (State and County), authorize staff to coordinate with the cities to develop a strategy (e.g. competitive or formula) to allocate \$4,833,438 in funding to cities for the following programs:*

- *Cities’ homeless plans (implementation) (\$3,100,000);*
- *Cities’ homeless plans (development) (\$50,000);*

- *Landlord education/outreach and rental support (\$400,000);*
  - *Homeless prevention and diversion (\$450,000);*
  - *Pilot programs (\$300,000) and*
  - *Master leasing (\$350,000).*
4. *Authorize staff to allocate up to \$366,876 (5%) to be used for administrative costs split across admin lead and contracting agencies.*
  5. *Authorize staff to undertake any associated procurements necessary to implement the programs described above.*
29. **Regional Housing Trust Fund Setup – Page 119**  
*Recommended Action: Authorize the Executive Director to accept up to \$248,150 in funding and execute any necessary agreements to implement the setup of the SGV Regional Housing Trust Fund.*
30. **Cancel December Meeting – Page 123**  
*Recommendation Actions: Adopt Resolution 19-48, taking the following actions: 1) Cancel the SGVCOG December 2019 Governing Board meeting and 2) Authorize the President, in consultation with the other officers, to act on the Governing Board’s behalf by undertaking all actions that are necessary for the proper administration and operation of the SGVCOG and that cannot be delayed until the next Regular Meeting of the Governing Board.*

**PRESENTATION**

**25 MINUTES**

31. **2019 State & Federal Legislative Accomplishments: Tim Egan, SGVCOG Legislative Consultant, Capital Representation Group; Paul Hubler, Director of Government and Community Relations, SGVCOG – Page 127**  
*Recommended Action: For information only.*

**CLOSED SESSION**

**10 MINUTES**

32. **Conference with Legal Counsel – Anticipated Litigation**  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (one potential case).  
*Recommended Action: Discuss and provide direction.*

**ADJOURN**



Subject: November 2019 Report

From: Sarah Patterson- SCAG Los Angeles County Regional Affairs Officer

213-236-1904, patterson@scag.ca.gov

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS 900 Wilshire Blvd., Ste. 1700 Los Angeles, CA 90017 T: (213) 236-1800 www.scag.ca.gov

STATE ASSEMBLY SPEAKER ANTHONY RENDON PROVIDES RECAP OF THE 2019 LEGISLATIVE SESSION

REGIONAL COUNCIL OFFICERS

- President Bill Jahn, Big Bear Lake
First Vice President Rex Richardson, Long Beach
Second Vice President Clint Lorimore, Eastvale
Immediate Past President Alan D. Wapner, San Bernardino County Transportation Authority

COMMITTEE CHAIRS

- Executive/Administration Bill Jahn, Big Bear Lake
Community, Economic & Human Development Peggy Huang, Transportation Corridor Agencies
Energy & Environment Linda Parks, Ventura County
Transportation Cheryl Viegas-Walker, El Centro



Following the end of the 2019 legislative session, California State Assembly Speaker Anthony Rendon (D-Lakewood) spoke to the Regional Council today to provide a recap on important legislative efforts this past year.

ACTION

REGIONAL COUNCIL AUTHORIZES RELEASE OF THE DRAFT CONNECT SOCAL PLAN AND PEIR FOR PUBLIC REVIEW AND COMMENT

The Regional Council voted to authorize the release of the Draft Connect SoCal plan for public comment and review. Connect SoCal, the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, is a long-range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals.

the transportation network we have for moving people and goods, while expanding mobility choices by locating housing, jobs and transit closer together and increasing investment in transit and complete streets. To augment the Core Vision and strategies, the Draft Connect SoCal Plan proposes new strategies and regional initiatives that aim to coalesce policy discussions and advance promising strategies that leverage new technologies and partnerships to accelerate progress on regional planning goals. These new strategies, referred to as Key Connections, lie at the intersection of land-use, transportation and innovation and seek to address trends and emerging challenges while also “closing the gap” between what can be accomplished through intensification of core planning strategies alone, and what must be done to meet our region’s greenhouse gas reduction goals —8 percent reduction in 2020 and 19 percent reduction in 2035—established for the region by the California Air Resources Board (CARB) pursuant to SB 375.

Along with the Draft Connect SoCal plan, the Regional Council also voted to authorize the release of the Draft Connect SoCal Programmatic Environment Impact Report (PEIR) for public comment and review, and the Draft 2019 Federal Transportation Improvement Plan (FTIP) Amendment, which demonstrates transportation conformity. Based on the feedback and direction provided by the Policy Committees and Regional Council and authorization to move forward, staff will finalize and release the Draft Connect SoCal and its 20 associated technical reports for formal public comment. The public comment period will commence Nov. 14, 2019 and end on Jan. 24, 2020, exceeding the minimum requirement of 55 calendar days. Workshops will be scheduled throughout the six-county SCAG region to allow for individuals to provide public comment in person. For more on the Draft Connect SoCal plan and the Draft Connect SoCal PEIR, as well as dates and locations of future workshops, please visit [connectsocial.org](http://connectsocial.org).

## ACTION

### REGIONAL COUNCIL VOTES TO SUBMIT REGIONAL HOUSING NEEDS ASSESSMENT ALLOCATION METHODOLOGY TO HCD

The Regional Council today voted to submit a Regional Housing Needs Assessment (RHNA) allocation methodology to the California Department of Housing and Community Development (HCD) for their 60-day review. The purpose of the allocation methodology is to distribute the final Regional Housing Need Determination provided by HCD, which is 1,341,827 units across the six-county SCAG region over the eight-year 6th cycle RHNA planning period from October 2021 through October 2029. The allocation methodology voted on today by the Regional Council, proposed by City of Riverside Mayor Rusty Bailey, differs from the staff-recommended methodology primarily in that it removes the SCAG Growth Forecast (colloquially known as “local input”) as a factor in the calculation of existing need, instead placing greater importance on both jobs and transit accessibility. With the allocation methodology approved for release, HCD will have up to 60 days to review the draft RHNA methodology and provide comments to SCAG. Based on this schedule, staff expects comments from HCD no later than mid-January 2020, after which staff will review HCD’s comments and develop a recommended final RHNA methodology. The recommended final methodology will again go before the RHNA Subcommittee, CEHD Committee, and Regional Council for action, which is scheduled to occur between February and March 2020. Subsequent to the adoption of the final RHNA methodology by the Regional Council, SCAG will

develop and distribute the RHNA methodology to all jurisdictions. For more information about RHNA, please visit [www.scag.ca.gov/RHNA](http://www.scag.ca.gov/RHNA).

## NEWS FROM THE EXECUTIVE DIRECTOR

### REGISTER FOR SCAG'S SOUTHERN CALIFORNIA ECONOMIC SUMMIT

On Thursday, Dec. 5, SCAG and the Southern California Leadership Council will host the 10th Annual Southern California Economic Summit at The L.A. Grand Hotel Downtown in Los Angeles. The program will dig into the major economic levers of the Connect SoCal plan. From generating new jobs to creating efficiency gains for commuters, shipping and travel, realizing the goal of a strong regional transportation system has economic benefits for all of the region's 19 million residents. The event will also tackle the question of how our region is going to address the growing challenge of housing affordability. The keynote speaker this year is Noel Perry, businessman, philanthropist, and the founder of Next 10, who will address the nexus between the economy, the environment and quality of life, identifying the tools we need to implement comprehensive, effective solutions to our biggest challenges. Hear from leading voices in business, industry, planning and academia as well as they assess the status of the region's economy and define strategies for keeping Southern California an economic powerhouse. Early bird registration at the rate of \$150 per person is available until Nov. 7. Elected officials and city managers may attend for free. Stay tuned for additional program details. Join us, along with Southern California's civic and business leaders, for this vital conversation on the region's economic future – reserve your seat today.

### SCAG RECEIVES \$1M GRANT FOR GO HUMAN SAFETY PROGRAM

Southern California has some of the highest levels of injuries and fatalities involving people walking and biking in the country, and SCAG's Go Human program has achieved tremendous success in bringing active transportation and safety awareness to communities throughout Southern California. Due to these efforts, the agency was recently awarded a \$1,000,000 grant from the California Office of Traffic Safety. The new grant will continue to fund Go Human activities through September 2020, which include:

- Local Community Engagement and Technical Assistance to help local communities integrate safety efforts across the region and through open streets events. Go Human will offer a mini grant program intended for non-profits to implement creative safety strategies.
- Social Media and Digital Campaigns with new, creative content targeting people who live in High Injury Network cities, encouraging stakeholders to share the messaging and content with their friends and family.
- Co-Branding and Printing of Materials for partners who take the Go Human Safety Pledge.
- The Go Human Kit of Parts, or lending library of resources that partners can use to temporarily demonstrate innovative street design treatments that enhance safety. The Kit includes materials to

showcase infrastructure including parklets, curb extensions, pedestrian refuge islands, artistic high visibility crosswalks, and protected bike lanes, as well as a community feedback tool and educational signage.

- Website Refresh to better serve stakeholders by housing resources in an accessible and user-friendly way.

For more information about the Go Human campaign, please visit [gohumansocal.org](http://gohumansocal.org).

#### SCAG RECOGNIZED FOR 'SCHOOL OF DATA' PROGRAM

In Jan. 2019, SCAG partnered with the City of Los Angeles, County of Los Angeles, and Compiler LA to host a two day "School of Data" that welcomed more than 250 attendees from local jurisdictions and provided trainings for staff on data topics ranging from identifying and defining the term "data" to documenting metadata, navigating systems, and managing predictive analytics projects. The School of Data event was recently selected for a 2019 Innovation Award for Collaboration by the California County Information Services Directors Association (CCISDA). The School of Data event was organized by various private and public sector professionals and attendees included elected officials, private sector data scientists, local jurisdiction employees, and information technology specialists. The event's vision was driven by the belief that building a community of data literacy leads to better service in government. SCAG and its partners also offer a monthly Data + Donuts speaker series focusing on improving civic analytical skills and data related work. The Innovation award was accepted by SCAG at the CCISDA 2019 Fall Conference, which took place from Nov. 3–6 in Lake Tahoe.

#### UPCOMING MEETINGS

##### November

- 19th Legislative/Communications & Membership Committee
- 21st Technical Working Group
- 21st Active Transportation Working Group
- 21st Natural Lands Working Group
- 26th Transportation Conformity Working Group

##### December

- 17th Legislative/Communications & Membership Committee
- 19th Technical Working Group
- 24th Transportation Conformity Working Group

November 11, 2019

To: Governing Board, San Gabriel Valley Council of Governments  
From: Jennifer Quan, League of California Cities  
Re: Liaison Report

### **Events and Programs**

**2019 Bills Signed Into Law Briefing Webinar:** Thursday, November 14, 9:30-11:00am. Register at <https://events.cacities.org/register.aspx>

**Los Angeles County Division Annual All Cities Holiday Reception:** Wednesday, December 11, 6:00 - 8:30 p.m., California Club, downtown Los Angeles. Register at <http://www.lacities.org>

**New Mayors and Council Members Academy:** January 22-24, 2020, Sacramento. Register at <https://events.cacities.org/register.aspx>

### **Legislation and Advocacy**

#### **HCD Releases Framework Paper and Survey for Prohousing Designations**

The California Department of Housing and Community Development (HCD) announced the availability of a [framework paper and survey](#) for input on conceptual approaches to implementation of the Prohousing Designation Program.

The Prohousing Designation Program was authorized by the 2019-20 Budget Act and tasks HCD to designate jurisdictions as “Prohousing,” when they demonstrate policies and strategies to accelerate housing production. In turn, Prohousing jurisdictions will be awarded additional points or preference in programs, such as the Affordable Housing and Sustainable Communities (AHSC), Transformative Climate Communities (TCC), and Infill Incentive Grant (IIG) programs.

The 2019-20 Budget Act requires HCD to develop the Prohousing Designation Program emergency regulations by no later than July 1, 2021. However, HCD seeks to provide initial direction to local governments that may elect to utilize Local Early Action Planning (LEAP) and Regional Early Action Planning (REAP) grants to establish Prohousing policies and eventually earn a Prohousing Designation. These funds are anticipated to be available in late 2019 to early part of 2020.

The purpose is to gather first phase feedback on HCD's approach in key areas and the Prohousing policies. Feedback will inform several subsequent processes, including the development of emergency regulations to determine which jurisdictions will be designated as Prohousing in 2020.

Submit your comments on the framework paper and your survey responses to [ProhousingPolicies@hcd.ca.gov](mailto:ProhousingPolicies@hcd.ca.gov) by November 15, 2019 for the first phase of feedback.

### **Has Your City Applied for an SB 2 Planning Grant?**

The California Department of Housing and Community Development (HCD) released the SB 2 Planning Grants [Notice of Funding Availability](#) (NOFA) for approximately \$123 million in March 2019. The Planning Grants Program provides one-time, non-competitive grants to local governments to update a variety of planning documents and processes that streamline housing approvals and accelerate housing production.

Funding is available for:

- Targeted General Plan Updates
- Community Plans and Specific Plans
- Zoning Updates and By-Right Zoning for Housing
- Objective Design Standards
- Accessory Dwelling Unit Regulations
- Streamlined Environmental Analyses
- Process Updates to Improve and Expedite Local Permitting

Cities and counties can apply to HCD for non-competitive grants and receive up to \$625,000, depending on the population of your city. View your city's available funding level here: [Maximum Grant Amounts Based on Population](#). Jurisdictions have until Nov. 30 to apply.

To help your city secure a SB 2 Planning Grant, [The Institute for Local Government \(ILG\)](#) and [PlaceWorks](#) are available to assist your city. HCD, in coordination with the Governor's Office of Planning and Research (OPR), is working with a team led by PlaceWorks, Inc. to provide technical assistance. There are regional representatives throughout the state that are available to help you identify activities and provide best-practice tools to help accelerate much needed housing production.

Your technical assistant regional liaison can answer any questions and help you with eligibility, draft grant applications, implementing the priority policy areas and more. To contact your technical assistance regional liaison directly, find their contact information on the [SB 2 Planning Grants Technical Assistance Website](#) or email HCD at [sb2planninggrant@hcd.ca.gov](mailto:sb2planninggrant@hcd.ca.gov).

For additional information on these items, please contact Jennifer Quan at 626-786-5142 or [jquan@cacities.org](mailto:jquan@cacities.org)

# REPORT

**DATE:** November 21, 2019  
**TO:** Governing Board Delegates and Alternates  
**FROM:** South Coast Air Quality Management District  
**RE:** **MONTHLY LIAISON REPORT**

## **NOVEMBER GOVERNING BOARD LIAISON REPORT**

### **California Volkswagen (VW) Mitigation Trust – Transit, School & Shuttle Bus Funding NOW AVAILABLE**

The Trust will provide up to \$423 million **statewide** for the following five project categories (see attached flyer):

1. Zero Emission Transit, School and Shuttle Buses;
2. Zero Emission Class 8 Freight and Port Drayage Trucks;
3. Combustion Freight and Marine Projects;
4. Zero Emission Freight and Marine Projects; and
5. Light-Duty Zero Emission Vehicle Infrastructure.

The first funding opportunity, **Zero Emission Transit, School and Shuttle Buses**, which is being administered **statewide** by the San Joaquin Valley Air Pollution Control District [www.valleyair.org](http://www.valleyair.org) (SJVAPCD) is **now available!**

Funding for the first installment is \$65 million and is available to all public and private entities on a first-come, first-served basis until all funds are committed.

Note: There is a maximum per entity of \$3.25 million. There are also match funding limitations; for clarification, inquiries can be made to [vwbusmoney@valleyair.org](mailto:vwbusmoney@valleyair.org).

An older ICE bus (diesel, gasoline, CNG or propane) must be scrapped. All old school buses may be eligible regardless of their compliance with the Truck and Bus Regulation, but noncompliant school buses are subject to additional funding limitations. The new bus must be a new commercially available zero emission bus. Eligible zero emission buses include those that qualify for purchase under the California Air Resources Board's Hybrid and Zero Emission Truck and Bus Voucher Incentive Project (HVIP). Visit that website at [www.californiahvip.org](http://www.californiahvip.org) to view a listing of eligible vehicles.

The second installment of VW Mitigation Trust funds for zero emission transit, school and shuttle buses will provide another \$65 million and is scheduled to be released in late 2021.

For more information, please visit SJVAPCD's VW website at <http://vwbusmoney.valleyair.org>. SJVAPCD's VW toll-free hotline is 833-287-6663. For FAQs on the transit, shuttle and bus funding opportunity, click FAQs <http://vwbusmoney.valleyair.org/documents/FAQ.pdf>.

## REPORT

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To learn more about the VW Mitigation Trust project funding categories, please visit South Coast AQMD's VW webpage [www.aqmd.gov/vw](http://www.aqmd.gov/vw).

To sign up to receive future notices on one or all of the VW funding categories, please visit South Coast AQMD's website at <http://www.aqmd.gov/sign-up>. Simply enter your name and email, click the box(es) beside the desired listserv, and click Submit at the bottom.

### **ATTACHMENTS**

Attachment A – VM Mitigation Trust Flyer

**The purpose of the VW Environmental Mitigation Trust is to fully mitigate the diesel NOx emissions caused by VW's illegal actions.**

**The mitigation plan for California includes a variety of grant categories available to replace diesel vehicles registered throughout the state of California.**

**For more details, visit our websites.**

**Combustion Freight & Marine Projects**

1<sup>st</sup> Installment  
**\$30m**

**TOTAL FUNDING:** \$60M

**VEHICLE TYPE:** Replacement/repower of Class 7 & 8 freight trucks (*including dump trucks, waste haulers & concrete mixers*), and switcher locomotives. Repower of ferries, tugboats and towboats.

**REPLACEMENT TECHNOLOGY:** Low NOx (*certified at 0.02 g/bhp-hr*) trucks, Tier 4 switcher locomotives, Tier 4 or hybrid with Tier 4 equivalent NOx reduction marine vessels.

**Administered by South Coast AQMD**  
[www.aqmd.gov/vw](http://www.aqmd.gov/vw)

**Zero-Emission Class 8 Freight & Port Drayage Trucks**

1<sup>st</sup> Installment  
**\$27m**

**TOTAL FUNDING:** \$90M

**VEHICLE TYPE:** Class 8 freight and port drayage trucks (*including dump trucks, waste haulers & concrete mixers*).

**REPLACEMENT TECHNOLOGY:** Zero Emissions Only.

**Administered by South Coast AQMD**  
[www.aqmd.gov/vw](http://www.aqmd.gov/vw)

**Zero-Emission Transit, School, and Shuttle Buses**

1<sup>st</sup> Installment  
**\$65m**

**TOTAL FUNDING:** \$130M

**VEHICLE TYPE:** Replacement of Class 4-8 school, transit, & shuttle buses

**REPLACEMENT TECHNOLOGY:** Zero Emissions Only

**Administered by the Valley Air District**  
[vwbusmoney.valleyair.org](http://vwbusmoney.valleyair.org)

**Zero-Emission Freight & Marine Projects**

1<sup>st</sup> Installment  
**\$35m**

**TOTAL FUNDING:** \$70M

**VEHICLE TYPE:** Replacement of heavy-lift forklifts, port cargo handling equipment, & airport ground support equipment & vehicles. Repower of ferries, tugboats and towboats. Installation of shore power.

**REPLACEMENT TECHNOLOGY:** Zero Emissions Only

**Administered by Bay Area AQMD**  
[Website Coming Soon](#)

**Light-Duty Zero-Emission Vehicle Infrastructure**

**\$10m**

**TOTAL FUNDING:** \$10M

**CHARGING STATIONS AND HYDROGEN STATIONS**

Emphasis will be placed on publicly accessible charging stations. At least 35% of the funding is expected to benefit disadvantaged or low-income communities.

**Administered by Bay Area AQMD**  
[Website Coming Soon](#)

**Funding is available statewide with applications available through online portals only and open to both public and private entities. Scrapping of old vehicles/equipment/engines is required, and at least 50% of the funding is expected to reduce emissions in disadvantaged or low-income communities.**



# REPORT

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**DATE:** November 21, 2019

**TO:** Governing Board Delegates and Alternates

**FROM:** John Fasana, Chair, Transportation Committee

**RE:** **MONTHLY REPORT**

## **OCTOBER MEETING RECAP**

On Thursday, October 24, 2019, the SGVCOG Transportation Committee convened at the Foothill Transit Office for its October meeting. The committee received two presentations regarding SB 743 (Steinberg, 2013) implementation and the I-605 Corridor Aesthetics Master Plan.

A representative from Iteris, Inc. provided a presentation on the background of SB 743. The bill was signed by former Governor Brown in 2013 to create a procedure that modifies the analysis of transportation impacts under the California Environmental Quality Act (CEQA). SB 743 changed the focus of transportation impact analysis in CEQA from measuring impacts to drivers to measuring the impact of driving. The change replaced level of service (LOS) with vehicle miles of travel (VMT) and provided an efficient review of land use and transportation projects that aim to reduce future VMT growth. As a result, local jurisdictions must determine their VMT baseline for comparison. After a thorough discussion, the committee directed SGVCOG staff to consult with the SGVCOG Public Works Technical Advisory Committee on the possibility of the SGVCOG leading the efforts to create a regional VMT analysis model.

SGVCOG Chief Engineer, Mark Christoffels, provided the second presentation of the meeting on the I-605 Corridor Aesthetics Master Plan. The plan, which was developed by the Aesthetics Committee formed by the Gateway Cities Council of Governments, provides a uniform approach to future highway improvements along the I-605 freeway corridor. Members of the Aesthetics Committee provided background information and community preferences for the overall design and worked in collaboration to develop the plan for the I-605 corridor. Each participating agency, included the SGVCOG, was requested to approve the CAMP with the understanding that these guidelines will be used on any future project constructed along the I-605 corridor from the 405 to the 210 freeways. After reviewing the plan, the Transportation Committee voted to recommend the Governing Board to review and approve the I-605 Corridor Aesthetics Master Plan.



# REPORT

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**DATE:** November 21, 2019  
**TO:** Governing Board Delegates and Alternates  
**FROM:** Homelessness Committee  
**RE: MONTHLY REPORT**

## **NOVEMBER MEETING RECAP**

The Homelessness Committee met on Wednesday, November 6. Tina Cherry, Community Services Director for the City of Monrovia, provided an overview of Monrovia's Housing Displacement Response Plan. The City provides funding to a local church to administer the program, which provides interim and temporary funding to eligible Monrovia residents that are in danger of being displaced from their homes. The Committee also received an update on the planned funding allocations of the \$5,625,000 in funding provided for homeless programs in the San Gabriel Valley to be administered by the SGVCOG, as well as allocation of the County innovation funds.

Additionally, the Committee received a presentation on the Fighting Homelessness Through Services and Housing Act (S. 923), which was a bill introduced by Senators Dianne Feinstein (D-Calif.) and Lisa Murkowski (R-Alaska) and Representatives Ted Lieu (D-Calif.) and Steve Stivers (R-Ohio). This bill authorizes \$750 million in grants annually for the next five years for local governments to combat homelessness. This legislation would also condition federal funds on a grant recipient's ability to provide not only housing but also comprehensive services including mental health care, substance abuse treatment and job training.



# REPORT

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**DATE:** November 21, 2019  
**TO:** Governing Board Delegates and Alternates  
**FROM:** Denis Bertone, Chair, EENR Committee  
**RE:** **MONTHLY REPORT**

## **NOVEMBER MEETING RECAP**

On Wednesday, November 20, 2019, the SGVCOG Energy, Environment, and Natural Resources (EENR) Committee convened at the Monrovia Community Center for its November meeting. The committee received two presentations on wildfire prevention strategies and Southern California Edison's wildfire safety measures.

As climate conditions change, the wildfire season is now classified as a year-round event in California. Los Angeles County Fire Department Brush Clearance Unit Area Coordinator, Jeff Emerick, provided a presentation on the Department's emergency response efforts and shared best practices that municipalities can implement to prepare for emergencies. Representatives from Southern California Edison (SCE) also provided a presentation on the company's wildfire mitigation plan, public safety power shutoff (PSPS) events, vegetation management efforts, and other wildfire safety measures.

Additionally, the committee reviewed and discussed legislative priorities for next year. These priorities focus on the areas of air quality, energy, open space, and solid waste and outline the position of the committee, as well as the Governing Board, on priority issues and matters that impact the San Gabriel Valley. The legislative priorities are scheduled to be presented to the Governing Board for review and adoption in early 2020.

The EENR Committee will be touring the SoCalGas Energy Resource Center in Downey, CA on Wednesday, December 11, 2019 at 3:00pm in lieu of hosting a regular committee meeting next month. The next regular meeting is scheduled for Wednesday, January 15, 2020 at 1:00pm at the Monrovia Community Center.



# REPORT

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DATE: November 21, 2019

TO: Governing Board Members & Alternates

FROM: Water Policy Committee

RE: **MONTHLY REPORT**

## **OCTOBER MEETING RECAP**

On October 8, the SGVCOG Water Committee and Water TAC convened its monthly joint meeting. The Committee/TAC heard a presentation by Ken Sansone of SL Environmental Law Group, which represents several San Gabriel Valley communities and other water systems in lawsuits against manufacturers who have caused water contamination. One major contaminant is PFAS, a class of thousands of different chemicals that have water- and stain-resistant properties, and it is extremely expensive to treat. Several cities across the country have brought lawsuits against large corporations, including 3M and Dupont, to recover these treatment costs, alleging that they made and profited from products containing PFAS while knowing of the environmental and human health related risks. The Committee/TAC also discussed the recent court judgement in the case the City of Duarte v. State Water Resources Control Board in favor of the City of Duarte. The Writ commanded that any and all provisions in the National Pollutant Discharge Elimination System (NPDES) MS4 Permit that pertain in any way to the Numeric Effluent Limits be set aside.



# REPORT

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DATE: November 21, 2019

TO: Governing Board Members & Alternates

FROM: Capital Projects and Construction Committee

RE: **MONTHLY REPORT**

## **MONTHLY REPORT**

**October Capital Projects and Construction Committee Meeting:** The Capital Projects and Construction Committee met on October 28. Tim Sandoval of Pomona was appointed as Chair of the Committee and Nancy Lyons of Diamond Bar was appointed Vice Chair. Additionally, the Committee took the following actions at the meeting:

- Adopted two resolution of necessities with Southern California Edison in conjunction with the Turnbull Canyon Road Grade Separation Project.
- Selected and awarded of a contract for construction management services to Ghirardelli Associates for the At-Grade Crossings Safety Improvements project
- Authorized a contract task order amendment to California Watershed Engineering Corporation (CWE) for preliminary design services for the Load Reduction Strategy project for the Rio Hondo River and Tributaries. This amendment requested by participating agencies will authorize the design consultant to review more cost effective storm water treatment alternatives. The new total contract amount for this project is \$289,744.
- Approved the selection and award of on-call right of way support service contracts with Paragon Partners, LTD, and HDR Engineering, Inc. The scope of this award includes prospective SGVCOG projects in addition to current and remaining ACE projects. Staff will seek specific cost proposals from each of these firms as services are required.
- Authorized the Chief Engineer to execute a second construction contract amendment with OHL USA, Inc. for the construction of the Fairway Drive Grade Separation project in an amount not to exceed \$33,048,185 for a new contract total of \$123,233,538. The Committee gave staff direction to negotiate the contract amendment to extend the duration in order to allow for project completion.

The ACE Project quarterly financial, project, and mitigation monitoring reports were also reviewed. No major issues were reported.





**SGVCOG Governing Board Unapproved Minutes**

Date: October 24, 2019  
Time: 5:30 PM  
Location: Foothill Transit Office (100 S. Vincent Avenue, Suite 200, West Covina, CA 91790)

**PRELIMINARY BUSINESS**

1. Call to Order  
SGVCOG President Cynthia Sternquist called the meeting to order at 5:31 p.m.
2. Pledge of Allegiance  
M. Cacciotti led the Governing Board in the Pledge of Allegiance.
3. Roll Call  
**A quorum was in attendance.**

**Governing Board Members Present**

Arcadia	April Verlato
Claremont	Ed Reece
Diamond Bar	Nancy Lyons
Duarte	John Fasana
Glendora	Michael Allawos
Industry	Cory Moss
Irwindale	Albert Ambriz
Monrovia	Becky Shevlin
Montebello	Jack Hadjinian
Monterey Park	Peter Chan
Pomona	Tim Sandoval
Rosemead	Margaret Clark
San Dimas	Denis Bertone
San Gabriel	Jason Pu
San Marino	Susan Jakubowski
Sierra Madre	John Capoccia
South El Monte	Gloria Olmos
South Pasadena	Michael Cacciotti
Temple City	Cynthia Sternquist
West Covina	Tony Wu
L.A. County District #1	Florencio Briones
L.A. County District #4	Lauren Yokomizo
L.A. County District #5	Sandra Maravilla

**Absent**

Alhambra  
Azusa  
Baldwin Park  
Bradbury  
Covina  
El Monte  
La Cañada Flintridge  
La Puente  
La Verne  
Walnut  
San Gabriel Valley Water Districts

**SGVCOG Staff**

Marisa Creter, Executive Director  
Mark Christoffels, Staff  
Paul Hubler, Staff  
Katie Ward, Staff  
Alexander Fung, Staff  
Stefanie Hernandez, Staff

**4. Public Comment**

Daniel Lee, a partnership specialist from the U.S. Department of Commerce, provided a public comment on the upcoming 2020 Census. Mr. Lee mentioned that the census results will determine funding for various public resources on the local level and need for redistricting. He also encouraged cities to work

with community organizations to encourage participation in the census. The 2020 census will be available in 12 languages.

Dan Marrike, a representative from Boy Scouts of America, provided a public comment to request cities to support the proposed Camp Trask Scout Reservation Water System Rehabilitation and Enhancement Project. The project proposal was submitted to the Rivers and Mountains Conservancy (RMC) and is expected to cost \$1,825,920.

Lee Kane, a representative from the San Gabriel Valley Consortium on Homelessness, provided a public comment to express an offer of support to San Gabriel Valley cities' efforts to address homelessness issues. Ms. Kane emphasized that the Consortium would like to support the cities' capacity building efforts and invited the Governing Board to attend the Consortium's meetings on the second Wednesday of every month. The Consortium's next meeting is scheduled for Wednesday, November 13, 2019 at the Queen of Valley Hospital in West Covina.

## **5. Changes to Agenda Order**

There were no changes to the agenda.

## **PRESENTATIONS**

### **6. Enhancing Metrolink, Transit Oriented Development, and Interregional Connectivity**

Dr. Raymond Wolfe, Executive Director of the San Bernardino County Transportation Authority (SBCTA), provided a presentation on this item.

#### Questions/Discussions:

- A Governing Board member inquired whether the SBCTA has plans to extend the rail line to Ontario. Dr. Wolfe responded that the SBCTA Board of Directors is evaluating various options to connect transit to Ontario. The cost of extending the Gold Line or building off the San Bernardino Metrolink are both about \$2 billion each.
- A Governing Board member commented that San Bernardino County will decide on the plans to extend the Gold Line from Claremont to Montclair. Dr. Wolfe responded that SBCTA's proposal does not impede a future eastward expansion of the light rail and emphasized that the plan is to enhance the Metrolink system.
- Another Governing Board member inquired about diesel and trains idling in neighborhoods for long periods of time given that DMUs will be utilizing the same tracks as Metrolink trains. Dr. Wolfe responded that trains run in a continuous loop to avoid idling. Additionally, he mentioned that eventually the vehicles will be converted to run off of other power source, such as hydrogen fuel cells or battery packs. This technology is currently operational in Europe and SBCTA is working through the regulatory process at the federal level to allow that technology to be operated in the United States.
- A Governing Board member inquired about SBCTA's possible shifting of its existing allocated funds from the Gold Line extension project. Dr. Wolfe responded that there are no recommendations from the SBCTA Board of Directors to shift the funding at this point.

## **LIAISON REPORTS**

### **7. Gold Line Foothill Extension Construction Authority**

L. Levy Buch provided a written report on the signing of the design-build contract for the Foothill Gold

Line extension from Glendora to Montclair. The contract was signed on Friday, October 4, 2019 at the Pomona City Hall.

8. Foothill Transit  
No report was given.
9. Los Angeles County Metropolitan Transportation Authority  
No report was given.
10. San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)  
No report was given.
11. San Gabriel Valley Mosquito & Vector Control District (SGVMVCD)  
J. Dever provided a written report on West Nile viruses in the San Gabriel Valley. Human infection of the West Nile virus was held to just a single confirmed case in the San Gabriel Valley, which makes 2019 the lowest year for transmission of West Nile virus in the region.
12. Southern California Association of Governments  
S. Patterson provided a written report on the updated draft regional housing needs assessment (RHNA) allocation methodology framework.
13. League of California Cities  
J. Quan provided a written report on key bills that were signed and vetoed by Governor Newsom as the California Legislature recently ended its 2019 legislative business.
14. San Gabriel Valley Economic Partnership  
B. Jensen provided a written report on the Partnership's upcoming events.
15. South Coast Air Quality Management District (AQMD)  
R. Yeung provided a written report on AQMD's no-burn alerts, which are issued each year from November 1<sup>st</sup> through the last day of February.

#### **PRESIDENT'S REPORT**

SGVCOG President, Cynthia Sternquist, reported that 7 cities in the San Gabriel Valley are in excellent financial shape according to a recent report from the State Auditor's Office. The Governing Board directed staff to share the report with Governing Board members.

#### **EXECUTIVE DIRECTOR'S REPORT**

SGVCOG Executive Director, Marisa Creter, provided an announcement on the upcoming 626 Golden Streets event in the Cities of El Monte and South El Monte on Saturday, October 26, 2019.

#### **GENERAL COUNSEL'S REPORT**

No report was given.

#### **COMMITTEE REPORTS**

16. Transportation Committee  
J. Fasana reported that the Transportation Committee convened today and discussed the implementation

of SB 743, which bill changed the focus of transportation impact analysis in CEQA from measuring impacts to drivers to measuring the impact of driving. Additionally, the committee voted to recommend the Governing Board to approve the I-605 Corridor Aesthetics Master Plan.

17. Homelessness Committee  
B. Shevlin announced that the monthly report can be found in the agenda packet.
18. Energy, Environment and Natural Resources Committee  
D. Bertone reported that the committee received presentations from the California Public Utilities Commission (CPUC) and Los Angeles County Department of Public Works at its recent meeting.
19. Water Committee  
No report was given.
20. Capital Projects and Construction  
No report was given.

**CONSENT CALENDAR**

21. Governing Board Meeting Minutes  
*Recommended Action: Adopt Governing Board minutes.*
22. Monthly Cash Disbursements/Balances/Transfers  
*Recommended Action: Approve Monthly Cash Disbursements/Balances/Transfers.*
23. Committee/TAC/Governing Board Attendance  
*Recommended Action: Receive and file.*
24. County of Los Angeles for Measure H Homelessness Funding  
*Recommended Action: Authorize the Executive Director to execute a contract with the County of Los Angeles to provide \$158,000 in funding to support Measure H and Homeless Initiative implementation through 2020.*
25. Update Health Insurance Benefits  
*Recommended Action: Adopt Resolution 19-42 to update the health insurance benefits for all SGVCOG staff.*
26. Metro Open Streets Program – Heart of the Foothills  
*Recommended Action: Receive and file contract with the Los Angeles County Metropolitan Transportation Authority (Metro) for an open streets event on April 19, 2020.*
27. I-605 Corridor Aesthetic Master Plan  
*Recommended Action: Adopt Resolution 19-43 approving the I-605 Corridor Aesthetic Master Plan.*
28. San Gabriel Mountains Community Collaborative  
*Recommended Action: Appoint Jennifer Stark (Claremont) to serve as a SGVCOG representative on the San Gabriel Mountains Community Collaborative.*

- 29. Committee Meeting Times  
*Recommended Action: Adopt Resolution 19-44 updating committee meeting times and locations.*
- 30. Electronic Signature Policy  
*Recommended Action: Adopt Resolution 19-45 establishing an electronic signature policy for the SGVCOG.*
- 31. Regionwide Swimming Pool Ordinance  
*Recommended Action: Adopt Resolution 19-46 to encourage cities to adopt a regionwide swimming pool ordinance template.*
- 32. LACMTA Technical Advisory Committee Representative Appointment  
*Recommended Action: Appoint Josh Nelson (Industry) as the SGVCOG representative to the Los Angeles County Metropolitan Transportation Authority (LACMTA) Technical Advisory Committee.*
- 33. Meeting with State Water Board  
*Recommended Action: Authorize the Executive Director to submit a letter to the Chair of the State Water Resources Control Board requesting a meeting regarding the State financial capability assessments for MS4 Permits.*

**There was a motion to approve items 21 to 33. (M/S: N. Lyons/T. Sandoval)**

**[Motion Passed]**

<b>AYES:</b>	Arcadia, Claremont, Diamond Bar, Duarte, Glendora, Industry, Irwindale, Monrovia, Montebello, Monterey Park, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, West Covina, L.A. County District #1, L.A. County District #4, L.A. County District #5
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	Alhambra, Azusa, Baldwin Park, Bradbury, Covina, El Monte, La Cañada Flintridge, La Puente, La Verne, Walnut, San Gabriel Valley Water Districts

**ADJOURN**

SGVCOG President Cynthia Sternquist adjourned the Governing Board meeting at 6:30 p.m.



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**Selected Asset Account Balances**  
**As of October 31, 2019**

Account Name	Balance 9/30/2019	Increase	Decrease	Net Change	Balance 10/31/19
CBB - Checking	\$ 3,099,859	\$ 335,738	\$ 1,286,058	\$ (950,319)	\$ 2,149,540
CBB- 242-034-325 CD	\$ 55,687	\$ -	\$ -	\$ -	\$ 55,687
CBB - 2766 Savings	\$ 1,591	\$ -	\$ -	\$ -	\$ 1,591
CBB -242-034-953 CD	\$ 54,920	\$ -	\$ -	\$ -	\$ 54,920
Petty Cash	\$ 400	\$ -	\$ -	\$ -	\$ 400
LAIF	\$ 239,345	\$ 1,474	\$ -	\$ 1,474	\$ 240,819
LAIF Maket Value	\$ 86	\$ -	\$ -	\$ -	\$ 86
Member Receivable	\$ 81,076	\$ -	\$ 28,297	\$ (28,297)	\$ 52,779
Grants/Contracts Receivable	\$ 415,670	\$ 27,600	\$ 307,236	\$ (279,636)	\$ 136,034
Sponsorships Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
Rental Deposits Receivable	\$ 5,489	\$ -	\$ -	\$ -	\$ 5,489
Receivables - Other	\$ 807	\$ -	\$ -	\$ -	\$ 807
	<b>\$ 3,954,931</b>	<b>\$ 364,812</b>	<b>\$ 1,621,590</b>	<b>\$ (1,256,778)</b>	<b>\$ 2,698,153</b>

**ACE CONSTRUCTION AUTHORITY**  
**Selected Asset Account Balances**  
**As of October 31, 2019**

Account Name	Balance 9/30/2019	Increase	Decrease	Net Change	Balance 10/31/19
Checking (CBB)	\$ 2,521,622	\$ 8,598,506	\$ 8,503,959	\$ 94,548	\$ 2,616,170
Sweep (CBB - Mutual Fund)	\$ 12,555,203	\$ 221,131	\$ 7,400,376	\$ (7,179,245)	\$ 5,375,959
MTA Loan Interest Reimb	\$ 1,717,367	\$ -	\$ -	\$ -	\$ 1,717,367
UPPR Contribution Funds	\$ 7,759,881	\$ -	\$ -	\$ -	\$ 7,759,881
LAIF Operating (40 19 044)	\$ 338,978	\$ -	\$ -	\$ -	\$ 338,978
LAIF - Debt (11 19 031)	\$ 1,320,460	\$ -	\$ -	\$ -	\$ 1,320,460
Grants Receivable	\$ 1,709,410	\$ -	\$ -	\$ -	\$ 1,709,410
Retention Receivable - MTA	\$ 2,002,845	\$ -	\$ -	\$ -	\$ 2,002,845
	<b>\$ 29,925,766</b>	<b>\$ 8,819,637</b>	<b>\$ 15,904,334</b>	<b>\$ (7,084,697)</b>	<b>\$ 22,841,069</b>

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Disbursements Report

October 2019

Transaction Date	Number/Reference	Vendor Name	Description	Amount
10/2/2019	10037	Alliant	Special Liability Insurance (SLIP) 9/29/19-9/29/20	4,923.03
10/8/2019	10038	Athena Parking (Alhambra)	Monthly Parking - oct'19	320.00
10/8/2019	10039	Capital Representation Group,	Legislative Consulting Services - Aug'19	2,000.00
10/8/2019	10040	ThirdWave Corporation	Project Management Consultant - Sept'19	5,000.00
10/8/2019	10041	Jones & Mayer	Retainer Legal Services & Non-Retainer (ACE) - Aug'19	2,453.33
10/11/2019	EFT	Paychex	Payroll Period PE 10.11.19	25,097.06
10/11/2019	EFT	Paychex	Payroll Processing Fee	107.00
10/15/2019	CITI-OCTPYMT	Citi Card	Citi Card Payment	6,580.47
10/15/2019	EFT	Intercompany Transfer	Intercompany Transfer trx at 8/31/19	1,197,954.50
10/16/2019	10042	Upper San Gabriel Valley Municipal	Room Rental 9/19/19 for Governing Board	250.00
10/16/2019	10043	Pok Hin Fung	Mileage Reimbursement - Sept'19	177.39
10/16/2019	10044	Management Partners Inc.	Service Delivery Study-Sept'19	6,800.00
10/16/2019	10045	Katie Ward	Mileage Reimbursement - Sept'19	58.28
10/22/2019	10046	Navneet Kaur	VOIDED	205.90
10/22/2019	10047	Capital Representation Group,	Legislative Consulting Services - Sep'19	2,000.00
10/22/2019	10048	Image IV Systems	Copier Machine Rental - Oct'19	846.06
10/25/2019	EFT	Paychex	Payroll Period PE 10.25.19	24,708.16
10/28/2019	EFT	Spectrum Business	Internet Provider	130.00
10/29/2019	10049	Elite-TRC-Alhambra Community	Monthly Office Rent - Nov'19	6,446.46
<b>Total September 2019 Disbursements</b>				<b>\$ 1,286,057.64</b>

ACE CONSTRUCTION AUTHORITY

Disbursements Report

October 2019

Transaction Date	Check Number	Vendor Name	Description	Amount
10/3/2019	20781	LA Times	10007809658-SEP19	\$121.86
10/3/2019	20785	Office Depot	380564446001	\$59.24
10/3/2019	20785	Office Depot	380741802001	\$43.23
10/3/2019	20782	TPx Communications	121305901-0	\$898.24
10/3/2019	20784	PowerPlus	281802P0919	\$55.00
10/3/2019	20789	Salvador Vega DBA Vega Smog Test	APN208T-MOVING	\$19,769.88
10/3/2019	20788	Indyhop, Inc.	APN207F-INDYHOP	\$42,350.28
10/3/2019	20791	U.S. Department of the Treasury	L31423678	\$64.61
10/3/2019	20790	DocuSign Inc.	INV15493471	\$7,400.00
10/3/2019	20783	Coalition for America's Gateway	2020-02	\$6,500.00
10/3/2019	20786	IOA Insurance	431310	\$33,422.00
10/3/2019	20787	iPrint Technologies, Inc.	635724	\$1,852.78
10/4/2019	EFT-CALPERS_CI	CALPERS	1827_CICCO	\$73.25
10/4/2019	ACH-ICMA MCCLU	ICMA Retirement Trust - 457	PE092719_MCCLURE	\$138.46
10/8/2019	ACH-RAMIREZ VC	Andres Ramirez	VCH#1481	\$114.73
10/8/2019	ACH-Y.RIVERA V	Yanin Rivera	VCH#1475	\$96.77
10/8/2019	20792	Majestic Realty Co.	MAJESTIC_204C/S-W	\$2,994,171.09
10/8/2019	ACH-VALASSIS#3	Valassis Direct Mail Inc.	3167085	\$1,860.29
10/10/2019	WIRE-COMMON 20	Commonwealth Land Title Company	APN209CC-PACE	\$8,916.00
10/10/2019	WIRE-COMMON 20	Commonwealth Land Title Company	APN209LL-MARTINEZ	\$64,186.00
10/10/2019	20800	Montebello Land & Water Company	12-5600-AUG19	\$189.75
10/10/2019	20808	Mike's Remodeling & Repair	APN202A_CLEANUP	\$1,050.00
10/10/2019	20801	AllyHealth	20191001-069344	\$30.00
10/10/2019	20805	Industry Public Utilities	503889_AUG19	\$370.68
10/10/2019	20797	Lee Andrews Group, Inc.	2019281(133)AUG19	\$53,855.22
10/10/2019	20793	David Lang & Associates	G-207-170(134)AUG	\$4,825.55
10/10/2019	20810	David Lang & Associates	G207170(134)RETN_AU	\$253.98
10/10/2019	20804	Office Depot	383736986001	\$92.00
10/10/2019	20804	Office Depot	384687370001	\$209.16
10/10/2019	20804	Office Depot	385341311001	\$116.07
10/10/2019	20794	Oliver, Sandifer & Murphy Law	6000-106(100)JUL19	\$1,160.00
10/10/2019	20794	Oliver, Sandifer & Murphy Law	6001-74(74)JUL19	\$23,244.42
10/10/2019	20794	Oliver, Sandifer & Murphy Law	6002-2(2)JUL	\$348.00
10/10/2019	20811	Paragon Partners Ltd.	0018865(JUL)RETN	\$1,285.96
10/10/2019	20811	Paragon Partners Ltd.	0018867-IN(JUL)RETN	\$116.12
10/10/2019	20807	San Gabriel Valley Tribune	900379340_OCT19	\$50.51
10/10/2019	20803	Southern California Edison	2412668360_SEP19	\$17.28
10/10/2019	20803	Southern California Edison	2412668592_AUG19	\$22.17
10/10/2019	20806	Trimana Irwindale	7593	\$89.72
10/10/2019	20796	Southstar Engineering & Consulting	SGVCOG-11(11)AUG	\$6,300.00
10/10/2019	20799	Abila, Inc.	1050-1000034077	\$757.00
10/10/2019	20795	JMDIAZ, Inc.	01(19-169)-1_AUG	\$3,000.00
10/10/2019	20809	Raul Magana Oliva DBA Oliva Investments	APN209AA_SELF MOVE	\$4,435.20
10/10/2019	EFT-CALPERS PE	CALPERS	1827_PE10.11.19	\$18,878.41
10/10/2019	20802	Canon Financial Services, Inc.	20587585	\$2,133.58
10/10/2019	20798	Federal Express	1-862-82055	\$64.00
10/11/2019	ACH-AECOM#51 AUG	AECOM - Technical Services, Inc.	2000260589(51)AUG	\$3,530.60
10/11/2019	ACH-LSA AUG19	LSA Associates, Inc.	167695(31)AUG19	\$696.55
10/11/2019	ACH-LSA AUG19	LSA Associates, Inc.	167696(22)AUG19	\$6,049.55
10/11/2019	ACH-LSA AUG19	LSA Associates, Inc.	167964(49)AUG19	\$199.91
10/11/2019	ACH-MOFFATT AUG	Moffatt & Nichol	744531(66)AUG19	\$1,561.61
10/11/2019	ACH-MOFFATT AUG	Moffatt & Nichol	744533(70)AUG19	\$9,975.00
10/11/2019	ACH-MOFFATT AUG	Moffatt & Nichol	744534(15)AUG19	\$1,330.00
10/11/2019	ACH-MOFFATT AUG	Moffatt & Nichol	744535(70)AUG19	\$159,600.00
10/11/2019	ACH-MN-PUENTE#	Moffatt & Nichol	744531(AUG)RETN	\$82.19
10/11/2019	ACH-MN MONTEB	Moffatt & Nichol	744533(AUG)RETN	\$525.00
10/11/2019	ACH-MN MONTEB	Moffatt & Nichol	744534(AUG)RETN	\$70.00
10/11/2019	ACH-MN MONTEB	Moffatt & Nichol	744535(AUG)RETN	\$8,400.00
10/11/2019	ACH-STANTEC#12	Stantec (FKA MWH Americas Inc)	1561059(128)AUG19	\$50,201.17
10/11/2019	ACH-PARAGON JUL	Paragon Partners Ltd.	0018865-IN(135)JUL	\$24,433.19
10/11/2019	ACH-PARAGON JUL	Paragon Partners Ltd.	0018867-IN(34)JUL	\$2,206.36
10/11/2019	ACH-RAILPROS#54	RAILPROS, INC.	3ACE_201908(54)AUG1	\$15,901.19
10/11/2019	ACH-RAILPROS#54	RAILPROS, INC.	3ACE201908(54)RETN	\$836.90
10/11/2019	ACH-JACOBS#98	Jacobs Project Management Company	W9X15202-082(98)AUG	\$23,146.44
10/11/2019	ACH-BURKE#16 C	Burke, Williams & Sorensen, LL	244120(16)JUL19	\$2,256.00
10/11/2019	ACH-UPRR AUG19	Union Pacific Railroad Company	90089866_WO10392	\$16,691.17
10/11/2019	ACH-UPRR AUG19	Union Pacific Railroad Company	90089867_WO17756	\$12,504.52
10/11/2019	ACH-UPRR AUG19	Union Pacific Railroad Company	90089868_WO31791	\$225.19

Transaction Date	Check Number	Vendor Name	Description	Amount
10/11/2019	ACH-UPRR AUG19	Union Pacific Railroad Company	90089869_WO36216	\$574.06
10/11/2019	ACH-UPRR AUG19	Union Pacific Railroad Company	90089870_WO49520	\$20,097.21
10/11/2019	ACH-URS#2 JUN1	URS Corporation	2000236668(2)JUN	\$72,818.28
10/11/2019	ACH-RIVERSIDE#	Riverside Construction Company	5_AUG19	\$1,680,257.45
10/11/2019	ACH-RIVERSIDE#	Riverside Construction Company	5(RETN)_AUG19	\$186,695.29
10/11/2019	ACH-EPIC#119 AUG	Epic Land Solution, Inc	0819-00228(119)AUG1	\$733.94
10/11/2019	ACH-WALSH#76 MAY	Walsh Construction	76_MAY19	\$199,739.66
10/11/2019	E-CHECK- COUNTY	County of Los Angeles Dept. Pu	82628	\$12,828.00
10/11/2019	ACH-HDR VARIES	HDR Engineering, Inc.	1200210419(33)JUL19	\$71,140.96
10/11/2019	ACH-HDR VARIES	HDR Engineering, Inc.	1200210420(14)JUL19	\$37,514.53
10/11/2019	ACH-HDR VARIES	HDR Engineering, Inc.	1200210421(12)JUL19	\$4,409.39
10/11/2019	ACH-HDR VARIES	HDR Engineering, Inc.	1200210422(3)JUL19	\$146.59
10/11/2019	ACH-HDR VARIES	HDR Engineering, Inc.	1200215467(34)AUG19	\$97,861.65
10/11/2019	ACH-HDR VARIES	HDR Engineering, Inc.	1200215469(15)AUG	\$25,574.71
10/11/2019	ACH-HDR VARIES	HDR Engineering, Inc.	1200215470(13)AUG19	\$3,197.21
10/11/2019	ACH-HNTB#11 AUG	HNTB Corporation	11-65194-DS-002(11)	\$274,354.03
10/11/2019	ACH-ICMA COG	ICMA Retirement Trust - 457	COG ICMA_PE10.11.19	\$450.00
10/11/2019	ACH-ICMA PE101	ICMA Retirement Trust - 457	ICMA_PE10.11.19	\$6,674.53
10/11/2019	ACH-K.SPIKER#5	Ken Spiker and Associates, Inc	20362(50)MAY19	\$3,300.00
10/11/2019	ACH-K.SPIKER#5	Ken Spiker and Associates, Inc	20367(51)JUN19	\$3,387.50
10/15/2019	ACH-L.ANDREWS#	Lee Andrews Group, Inc.	2019281(AUG)RETN	\$2,834.49
10/15/2019	ACH-LUBKA JUL-SEP	LUBKA & WHITE LLP	13499(142)JUL19	\$1,885.00
10/15/2019	ACH-LUBKA JUL-SEP	LUBKA & WHITE LLP	13500(143)JUL19	\$5,295.00
10/15/2019	ACH-LUBKA JUL-SEP	LUBKA & WHITE LLP	13501(144)JUL19	\$127.50
10/15/2019	ACH-LUBKA JUL-SEP	LUBKA & WHITE LLP	13556(145)AUG19	\$2,185.00
10/15/2019	ACH-LUBKA JUL-SEP	LUBKA & WHITE LLP	13557(146)AUG19	\$597.50
10/15/2019	ACH-LUBKA JUL-SEP	LUBKA & WHITE LLP	13558(147)AUG19	\$810.00
10/15/2019	ACH-LUBKA JUL-SEP	LUBKA & WHITE LLP	13600(148)AUG19	\$85.00
10/15/2019	ACH-PRINCEGLOBAL	Prince Global Solutions, LLC	A-138(101)SEP19	\$14,500.00
10/15/2019	ACH-JACOBS-TWINING	Jacobs Project Management Comp	W9X15202-080(96)A	\$807.50
10/15/2019	ACH-URS#3 JUL-	URS Corporation	2000268590(3)AUG19	\$168,681.05
10/15/2019	ACH-CAPITAL REP	Capital Representation Group	19-007(103)SEP19	\$3,850.50
10/15/2019	ACH-OHL#53 FAIRWAY	OHL USA, Inc.	53_AUG19	\$477,785.98
10/15/2019	ACH-OHL#53 RETN	OHL USA, Inc.	53(RETN)_AUG19	\$53,087.33
10/15/2019	ACH-BERG#42 AUG	Berg & Associates Inc.	48057(42)AUG19	\$222,072.55
10/15/2019	ACH-K.SPIKER#52	Ken Spiker and Associates, Inc	20376(52)JUL19	\$3,300.00
10/17/2019	20878	City of Pico Rivera	FY19/20-208A	\$209.00
10/17/2019	20878	City of Pico Rivera	FY19/20-208D	\$209.00
10/17/2019	20871	Office Depot	386013440001	\$73.56
10/17/2019	20871	Office Depot	386013626001	\$47.07
10/17/2019	20872	AIG	500000205100	\$2,407.00
10/17/2019	20876	SHRED-IT USA LLC	8128345893.00	\$144.00
10/17/2019	20875	Trimana Irwindale	7605.00	\$98.06
10/17/2019	20874	Choice Builder	525490.00	\$2,703.36
10/17/2019	ACH-RIVERA VCH	Yanin Rivera	VCH#1480	\$72.45
10/17/2019	20870	OnTrac	8981345.00	\$154.02
10/17/2019	20877	Daily Journal - CNSB	B3285829	\$597.01
10/17/2019	20873	Dell Business Credit	DELL-OCT19	\$1,891.91
10/17/2019	20880	Ricky Choi	9/23-REIMB.	\$147.46
10/17/2019	20880	Ricky Choi	AC-11352/AC-11363	\$1,425.00
10/17/2019	20879	Paul Hubler	VCH#1468	\$1,463.70
10/21/2019	ACH-LACMTA OCT	LACMTA - Metropolitan Transpor	800073888	\$79,449.22
10/21/2019	ACH-ICMA_NGUYEN	ICMA Retirement Trust - 457	ICMA_NGUYEN	\$300.00
10/22/2019	WIRE-COMMON-MEDINA	Commonwealth Land Title Compan	APN209RR-MEDINA	\$50,107.00
10/24/2019	20882	SYNCB/Amazon	0605341_SEP19	\$269.99
10/24/2019	20883	Office Depot	385340932001	\$30.65
10/24/2019	20883	Office Depot	387990031001	\$379.30
10/24/2019	20883	Office Depot	387996073001	\$87.59
10/24/2019	20884	Southern California Edison	2405671546_OCT19	\$323.16
10/24/2019	20884	Southern California Edison	2410465520_OCT19	\$136.29
10/24/2019	20885	San Gabriel Valley Water Compa	APN202A_137_SEP19	\$228.02
10/24/2019	20885	San Gabriel Valley Water Compa	APN202A_201_SEP19	\$306.20
10/24/2019	20886	PowerPlus	281802P1019	\$55.00
10/24/2019	20897	WIPFLi	86476_FY2020	\$895.00
10/24/2019	EFT-CALPERS PE102519	CALPERS	1827_PE10.25.19	\$17,432.37
10/24/2019	EFT-CALPERS	CALPERS	1800_HEALTH_NOV19	\$31,074.48
10/24/2019	EFT-CALPERS UAL	CALPERS	100000015818628.00	\$226.57
10/24/2019	20887	ASCE	1044404487.00	\$300.00
10/24/2019	20881	County Sanitation District of	LACSD-SURCHARGE	\$929.11
10/24/2019	20888	Center for Education&Employment	7251930.00	\$144.95
10/24/2019	20891	California State Treasury	APN209BB_MORRIS	\$14,200.00
10/24/2019	20892	California State Treasury	APN209V_CRUZ	\$350,000.00
10/24/2019	20893	California State Treasury	APN209MM_ENRIQUEZ	\$49,900.00

Transaction Date	Check Number	Vendor Name	Description	Amount
10/24/2019	20894	California State Treasury	APN209NN_LU/DANG	\$33,700.00
10/24/2019	20895	California State Treasury	APN209OO_ASCENCIO	\$41,300.00
10/24/2019	20896	California State Treasury	APN209SS_SALGADO	\$37,500.00
10/24/2019	20889	Chocaholics dba. 1-800-GOT-JUN	5852403.00	\$132.00
10/24/2019	20890	Diamond Environmental Services	2215694.00	\$95.00
10/31/2019	20906	Office Depot	390569321001.00	\$85.55
10/31/2019	20903	SWRCB	SW-0176907	\$1,534.00
10/31/2019	20909	TPx Communications	122418515-0	\$862.79
10/31/2019	20905	South Montebello Irrigation Di	561800.02_AUG19	\$50.95
10/31/2019	20904	Woodruff, Spradlin & Smart	63542(2)AUG19	\$792.00
10/31/2019	20899	Federal Publications Seminars	28932.00	\$1,350.00
10/31/2019	20898	Maria Cano	10/15_REIMB	\$170.19
10/31/2019	20907	CB Richard Ellis, Inc	43770.00	\$22,555.65
10/31/2019	20900	Walnut Valley Water District	FY19/20-LEVY	\$252.00
10/31/2019	20908	OnTrac	8988906	\$67.65
10/31/2019	20902	California State Treasury	APN209PP_RAMOS	\$49,800.00
10/31/2019	20901	Contractor Orientation	FY_19_TRAINING	\$150.00
			<b>Total October 2019 Disbursements</b>	<b>\$8,103,885.70</b>



**Governing Board Attendance**

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra		D	D									
Arcadia	D	A	D	D								
Azusa	D	A	D									
Baldwin Park		D										
Bradbury												
Claremont	D	D	D	D								
Covina	D	A	D									
Diamond Bar	D	D	D	D								
Duarte	D	D	D	D								
El Monte	D	D	D									
Glendora	D	D	D	D								
Industry		D	D	D								
Irwindale		D		D								
La Cañada Flintridge												
La Puente	D	A	D									
La Verne	D	D	D									
Monrovia	D	D	D	D								
Montebello				D								
Monterey Park	D	D	D	D								
Pomona	D	D	D	D								
Rosemead	A		D	D								
San Dimas	D	D	D	D								
San Gabriel	D		D	D								
San Marino	A		A	A								
Sierra Madre	D	A	D	D								
South El Monte	D		D	D								
South Pasadena	A	A	D	D								
Temple City	D	D	D	D								
Walnut	D	D	D									
West Covina	D	D	D	D								
LA County District 1	D	D	D	D								
LA County District 4	D	D	D	D								
LA County District 5	D	A		D								
SGV Water Agencies		D										

**Major Action Items and Presentations**

**July**

- Coyote Management Framework and Implementation Plan
- Contract for Legal Services
- Updated Salary Resolution
- 3rd Quarter Financial and Treasurer Reports

**August (Special Meeting)**

- Allocation of \$126 Million in Measure M
- Subregional Equity Program Funds to the Gold
- Line Foothill Extension Project Phase 1 Alignment to Pomona

**September**

- Legislative Update: Senator Susan Rubio
- Contract City Services Representative (Metro)
- SoCalREN Public Agency Programs Contract
- Amendment to Executive Director Employment Agreement

**October**

- Enhancing Network, Transit Oriented Development, and Interregional Connectivity
- Measure H Homelessness Funding Contract
- I-605 Corridor Aesthetic Master Plan
- Regionwide Swimming Pool Ordinance

## Capital Projects and Construction

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Central District (El Monte)	✓											
COG President			✓									
Industry	✓		✓	✓								
LA County	✓		✓	✓								
Montebello	✓		✓	✓								
Northeast District (La Verne)	✓		✓	✓								
Northwest District (Monrovia)	✓		✓	✓								
Pomona	✓		✓	✓								
San Gabriel				✓								
Southeast District (Diamond Bar)	✓		✓	✓								
Southwest District (South Pasadena)			✓									

### Agenda Topics

#### *July*

Receive and File Presentation on Public Outreach and Business Retention Efforts  
 Approval to Receive and File Quarterly Project Progress Reports  
 Environmental Mitigation Monitoring Reports

#### *August (Dark)*

#### *September*

Election of Officers

Approval of Selection and Award of On-Call Public Outreach Services Contracts  
 Approval of Agreement with City of La Verne for Design of Proposed Gold Line Pedestrian Bridge

#### *October*

Approval of Selection of Construction Management Consultant for the At-Grade Safety Improvement Projects in Pomona and Montebello  
 Approval of Selection and Award of Contract for As Needed Right of Way Support Services

## Transportation Committee Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra												
Claremont	✓		✓	✓								
Diamond Bar	✓		✓	✓								
Duarte	✓		✓	✓								
Glendora			✓	✓								
Industry				✓								
LA County District 1	✓		✓	✓								
LA County District 5	✓		✓									
Monterey Park			✓	✓								
Pomona				✓								
San Gabriel	✓		✓	✓								
South El Monte				✓								
South Pasadena												
Temple City			✓									
Walnut												

### Agenda Topics

#### *July*

- SGV Bikeshare Program
- Metro Gold Line Funding

#### *August (Dark)*

#### *September*

- Ontario Airport

#### *October*

- SB 743 Implementation
- I-605 Corridor Aesthetics Master Plan

## EENR Committee Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Covina			✓	✓								
Claremont	✓		✓									
Duarte			✓	✓								
Los Angeles County - First Supervisory District												
Rosemead			✓									
San Dimas	✓		✓	✓								
San Gabriel	✓											
Sierra Madre			✓									
Temple City (Ex-officio)			✓									
West Covina												

### Agenda Topics

#### *July*

Athens Services' American Organics Recycling Facility Tour

#### *August (Dark)*

#### *September*

Election of FY 2019-2020 Committee Chair and Vice Chair

Southern California Edison EV-Ready Communities Paper

Claremont Locally Grown Power

Recommendation of SGVCOG Representative to San Gabriel Mountains Community Collaborative

#### *October*

Beverage Recycling Updates

Solid Waste Legislative Review and Updates

## Homelessness Committee Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Baldwin Park	✓		✓	✓								
Claremont	✓	✓	✓	✓	✓							
Duarte		✓										
Glendora	✓	✓	✓	✓	✓							
Irwindale		✓										
Monrovia	✓	✓	✓	✓	✓							
Pomona	✓	✓	✓	✓	✓							
Rosemead	✓			✓	✓							
West Covina		✓		✓								
LA County Dist 1		✓	✓	✓	✓							

### Agenda Topics

#### *July*

- SB 1045 (Weiner, Stern) - Conservatorship: Serious Mental Illness and Substance Use Disorders  
Veteran Homelessness and Solutions
- AB 1275 (Santiago) - Mental Health Services: County Pilot Program  
RHTF Working Group

#### *August*

- County and Continuum of Care Administration of State Funds  
Homelessness Prevention Strategies  
RHTF Working Group

#### *September*

- Hope for Home  
San Gabriel Valley Winter Shelter  
RHTF Next Steps

#### *October*

- Pasadena's TPO  
Claremont's Collaboratin Shower Program for Unsheltered Residents  
RHTF Kick-off meeting  
Executive Order N-06-19

#### *November*

- Monrovia Housing Displacement Response Plan  
State and County Funding Allocations  
Fighting Homelessness Through Services and Housing Act (S. 923)

**Water Policy Committee**

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Claremont	✓		✓	✓								
Glendora			✓	✓								
Monrovia	✓		✓	✓								
Rosemead	✓		✓	✓								
Sierra Madre	✓		✓									
South Pasadena	✓		✓	✓								
LAC #1	✓		✓									

**Agenda Topics**

***July (Joint Meeting with Water TAC)***

San Gabriel Valley Greenway Network

Safe, Clean Water Program

***September (Joint Meeting with Water TAC)***

Proposed Bacteria Scientific Study

Safe, Clean Water Program

Prop 1 Stormwater Grant Program Guidelines

***October (Joint Meeting with Water TAC)***

Water Contaminant Litigation

## Water TAC Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra	✓		✓									
Arcadia												
Bradbury			✓	✓								
Covina	✓		✓									
Duarte	✓											
Monrovia												
Pomona	✓		✓									
Sierra Madre	✓		✓	✓								
LA County DPW	✓			✓								
San Gabriel Valley Municipal Water District			✓									
Upper San Gabriel Valley Municipal Water District	✓		✓									
<i>Ex-Officio</i>												
LA County Sanitation Districts	✓											
Main San Gabriel Basin Watermaster	✓		✓	✓								

### Agenda Topics

#### ***July (Joint Meeting with Water Committee)***

- San Gabriel Valley Greenway Network
- Safe, Clean Water Program

#### ***September (Joint Meeting with Water TAC)***

- Proposed Bacteria Scientific Study
- Safe, Clean Water Program
- Prop 1 Stormwater Grant Program Guidelines

#### ***October (Joint Meeting with Water TAC)***

- Water Contaminant Litigation

**City Managers' Steering Committee**

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Arcadia		✓	✓	✓	✓							
Alhambra		✓	✓	✓	✓							
Azusa		✓	✓	✓	✓							
Baldwin Park		✓	✓	✓	✓							
Covina		✓	✓	✓								
Duarte		✓	✓									
El Monte		✓		✓								
Glendora		✓		✓								
La Canada Flintridge		✓			✓							
La Verne		✓	✓	✓	✓							
Monrovia		✓										
Monterey Park		✓	✓		✓							
Pomona		✓	✓	✓								
Rosemead				✓	✓							
San Marino		✓	✓	✓	✓							
Temple City		✓	✓		✓							

**Agenda Topics**

**August**

- Gold Line Funding Allocation
- Homelessness Discussion Supervisor Barger

**September**

- Metro Commuter Ordinance
- SGV Regional Housing Trust

**October**

- Process Study Recap
- Vector Control Regionwide Pool Ordinance

**November**

- State Homeless Funding and Measure H Innovation Fund Allocations
- Regional Housing Trust Fund Setup

**Planning TAC**

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra		✓	✓	✓								
Arcadia		✓										
Azusa			✓									
Baldwin Park		✓	✓	✓								
Claremont			✓	✓								
Covina		✓	✓	✓								
Diamond Bar		✓		✓								
Duarte		✓	✓	✓								
El Monte		✓		✓								
Glendora		✓	✓	✓								
Irwindale			✓	✓								
La Verne		✓		✓								
Monrovia		✓		✓								
Montebello												
Monterey Park												
Rosemead		✓										
San Dimas		✓	✓	✓								
San Gabriel		✓	✓									
Sierra Madre		✓	✓	✓								
South El Monte		✓		✓								
South Pasadena												
Temple City		✓	✓	✓								
West Covina		✓	✓									
LA County DRP		✓	✓	✓								

**Agenda Topics**

***July (Dark)***

***August***

- Executive Order N-06-19 (Affordable Housing Development)
- Proposed RHNA Allocation Methodologies

***September***

- Gold Line Phase 2B First/Last Mile Briefing
- East San Gabriel Valley Active Transportation Plan

***October***

- Arrow Highway Specific Plan
- SB 2 Planning Grants Overview and Discussion

***November (Dark)***

**Public Works TAC Attendance**

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Arcadia				✓								
Azusa	✓		✓	✓								
Claremont												
Diamond Bar	✓		✓	✓								
El Monte	✓											
Glendora												
Industry			✓	✓								
Irwindale	✓		✓	✓								
La Verne	✓		✓	✓								
Monrovia	✓											
Monterey Park			✓	✓								
Pomona	✓			✓								
San Dimas	✓		✓	✓								
San Gabriel				✓								
San Marino												
South El Monte			✓	✓								
South Pasadena				✓								
Temple City			✓	✓								
West Covina												
LA County DPW	✓		✓	✓								

**Agenda Topics**

**July**

- Southern California Edison's EV-Ready Communities Paper
- Regionwide Swimming Pool Ordinance

**August**

- San Gabriel Valley Regional Bikeshare Program
- Statewide Energy Efficiency Collaborative Resources for Local Governments
- I-605 Corridor Aesthetics Master Plan

DATE: November 21, 2019

TO: SGVCOG Governing Board Members and Alternates

FROM: Marisa Creter, Executive Director

RE: **REVISED ACE PROJECT BUDGET ESTIMATES**

## **RECOMMENDED ACTIONS**

Adopt Resolution 19-47 approving the revised cost estimate for the ACE Project to \$1.8 billion.

## **SUMMARY**

Given that it has been twelve years since the project cost was updated, staff felt it appropriate for the Governing Board to formally approve the current cost estimate of \$1.8 billion. The cost increase from the 2007 adopted cost estimate of \$1.4 billion is based on the following factors:

1. **Construction cost inflation.** Since 2007 construction costs have increased 34%. The past two years have seen bid increases up to 20% over estimated costs as was witnessed with the recent opening of bids for the Gold Line and the Durfee Road Grade Separation Project. Staff has projected out to the anticipated completion year of 2024 for the remaining ACE projects as well as incorporating actual bids received for projects completed or currently under construction and revised the overall estimated project cost.
2. **Real Estate.** After the recession of 2008 when real estate prices fell, the real estate market re-bounded and costs for real estate acquisitions in the past three years have gone up significantly, especially in the commercial land uses.
3. **Project scope changes.** In 2011, the Governing Board approved an ACE Project Phase II study which updated the original ACE project study done in 1997. This study added the Durfee Avenue Grade Separation Project which was not included in the original Phase I study.

When combined, the above factors have increased the total estimated costs for the ACE Program from \$1.4 billion to \$1.8 billion. A breakdown of the individual project costs is shown in Attachment A attached to this report.

## **BACKGROUND**

The ACE Project cost was adopted by the San Gabriel Valley Council of Governments in 1997 at \$950 million in 1997 dollars. The schedule called for the project to be fully funded by June 2004

and completed by 2008. On February 2007 the Governing Board adopted a revised cost estimate of \$1.4 billion which reflected a revised completion date of 2014 and the following factors:

1. **Inflation** - The 1997 cost estimate did not include inflation allowances. While the rate of construction inflation in the early years of the project was relatively modest, it had increased by 113% for the year 2007.
2. **Agency Overhead** - The original cost estimates did not provide for agency overhead. Since the project had no source of revenue other than project funding, additional costs were added.
3. **UPRR Force Account** - Track and signal system reconstruction on the operating railroad, as well as flagging protection, must be performed by the UPRR and is only done on a fully reimbursable basis. The original project cost estimate severely underestimated these costs.
4. **Real Estate/Relocation** - The original cost estimate did not anticipate the increase in real estate costs.
5. **Scope Changes** – As projects were refined from their concepts presented in 1997, costs were adjusted to reflect these design changes.

Given that it has been twelve years since the project cost was updated, staff felt it appropriate for the Governing Board to formally approve a revised estimated cost estimate of \$1.8 billion as outlined in the Summary Section above.

## **BUDGET IMPACT**

The current adopted ACE Program has secured \$1,818,519,000 in funding as shown in Attachment B. Funds committed do not reflect value of properties held by the agency, pending UPRR contributions, Section 130 funding, Measure M funding, or additional Prop C match funds from Metro that staff is currently working on. Current projected costs are \$1,886,312,000. Staff believes with these additional funds the current \$67 million ACE Program funding gap can be closed.

Prepared by: Mark Christoffels  
Mark Christoffels  
Chief Engineer

Approved by: Marisa Creter  
Marisa Creter  
Executive Director

## **ATTACHMENTS**

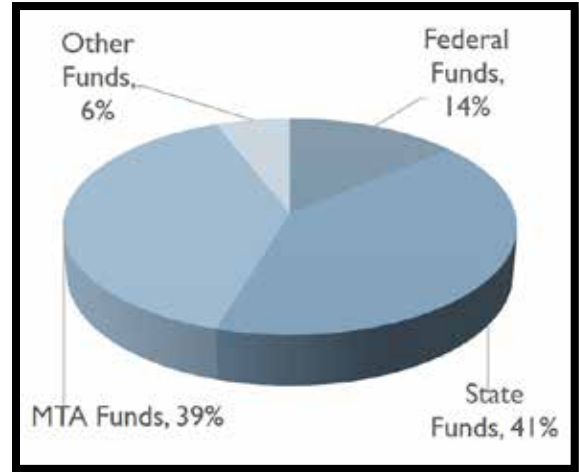
- Attachment A – Individual ACE Project Estimates
- Attachment B – ACE Project Secured Funding
- Attachment C – Resolution 19-47

**Attachment A**  
(shown in \$ millions)

<b><u>Active ACE Projects</u></b>		<b><u>Completed ACE Projects</u></b>	
At-Grade Pomona	\$ 24,196	Baldwin Ave.	\$ 70.400
Durfee Ave.	\$ 107.841	Brea Canyon Rd.	\$ 73.900
Fairway Dr.	\$ 224.824	Safety Crossings/IRRIS	\$ 34.200
Fullerton Rd.	\$ 159.526	East End/Reservoir St.	\$ 79.000
Montebello Blvd	\$ 179.954	Hamilton Blvd.	\$ 1.800
Turnbull Cyn. Rd.	\$ 86.246	Nogales St. (Alh.)	\$ 49.800
Maple Ave Ped Bridge	\$25.470	Nogales St. (LA)	\$ 120.772
At Grade Montebello	\$3.046	Ramona Ave.	\$ 53.100
		Sunset Ave.	\$ 93.900
		Puente Ave.	\$ 97.378
		San Gabriel Trench	\$ 293.427
		Temple Ave.	\$ 94.708
		<b><i>Total Cost of Projects:</i></b>	<b>\$ 1,886.312</b>

**Attachment B**  
(shown in \$ millions)

Federal	\$ 244.691
State	\$ 744.089
MTA	\$ 698.719
Other	\$ 131.020



***Total funds committed: \$ 1,818.519***

Attachment C

**RESOLUTION NO. 19-47**

**A RESOLUTION OF THE GOVERNING BOARD OF THE SAN  
GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)  
APPROVING THE REVISED ACE PROJECT BUDGET**

**WHEREAS**, the ACE Project estimates of \$1.4 billion were approved on February 12, 2007; and

**WHEREAS**, cost estimates are updated periodically to reflect current factors and trends; and

**WHEREAS**, the revised cost estimates have increased due to construction cost inflation, real estate and project scope changes.

**NOW, THEREFORE**, the Governing Board of the SGVCOG hereby approves the \$1,886.312 million total revised ACE Project budget estimates as shown in Exhibit A.

**PASSED AND ADOPTED** by the Governing Board of San Gabriel Valley Council of Governments, in the County of Los Angeles, State of California, on the 21<sup>st</sup> day of November 2019.

San Gabriel Valley Council of Governments

---

Cynthia Sternquist, President

Resolution No. 19-47

Page 2 of 3

Attest:

I, Marisa Creter, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that Resolution 19-47 was adopted at a regular meeting of the Governing Board held on the 21st day of November 2019 by the following vote:

<b>AYES:</b>	
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	

\_\_\_\_\_  
Marisa Creter, Secretary

**Exhibit A**  
(shown in \$ millions)

<b><u>Active ACE Projects</u></b>		<b><u>Completed ACE Projects</u></b>	
At-Grade Pomona	\$ 24,196	Baldwin Ave.	\$ 70.400
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		Sunset Ave.	\$ 93.900
		Puente Ave.	\$ 97.378
		San Gabriel Trench	\$ 293.427
		Temple Ave.	\$ 94.708
		<b><i>Total Cost of Projects:</i></b>	<b>\$ 1,886.312</b>



# REPORT

---

DATE: November 21, 2019

TO: Executive Committee  
Governing Board

FROM: Marisa Creter, Executive Director

RE: **4TH QUARTER FINANCIAL REPORT / TREASURER'S REPORT**

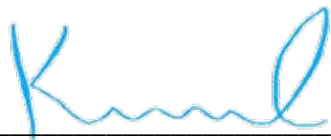
## **RECOMMENDED ACTION**

Receive and file.

## **BACKGROUND**

Staff is recommending to receive and file the Treasurer's report. The full 4th Quarter Financial Reports for the SGVCOG and the ACE Project are included as attachments to the Treasurer's report. The Treasurer's report was prepared by the SGVCOG's Treasurer, CliftonLarsonAllen LLP. Renee Graves from CliftonLarsonAllen presented this report to the Executive Committee on November 4.

Prepared by: \_\_\_\_\_



Katie Ward  
Senior Management Analyst

Approved by: \_\_\_\_\_



Marisa Creter  
Executive Director

## **ATTACHMENTS**

Attachment A – 4th Quarter Treasurer's Report

**Attachment A**

**San Gabriel Valley Council  
of Governments  
and  
Alameda Corridor – East  
Construction Authority**

**Quarterly Report Ended June 30, 2019**

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## I. Executive Summary

### ***Background and Objective***

CliftonLarsonAllen LLP (CLA) was retained by the San Gabriel Valley Council of Governments (SGVCOG) to perform consulting services related to the San Gabriel Valley Council of Governments (COG) and the Alameda Corridor-East Construction Authority (ACE). The objective is for CLA to read and assess SGVCOG's quarterly reports, perform selective ratio analysis, and report to the Board accordingly. Throughout the consulting engagement, CLA maintained contact with SGVCOG's Executive Director, Marisa Creter and ACE's Director of Finance, Maritza Ramos.

### ***Professional Standards***

CLA performed this engagement in accordance with the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Consulting Services. In consulting engagements, the nature and scope of work is determined solely by the agreement between the practitioner (CLA) and the client. The analysis and report does not constitute an audit, compilation, review, agreed-upon procedures or examination in accordance with Standards of the AICPA, the objective of which would be the expression of an opinion on any specified elements, accounts, or items. Accordingly, CLA does not express any such assurance.

### ***Scope of Engagement***

#### ***General***

CLA reviewed the bank reconciliations, trial balance, and quarterly reports regarding financial position for the quarter ended June 30, 2019. CLA created or obtained various electronic files in order to prepare this report to the Executive Committee; the electronic files are available upon request.

Dollar values included in this report have been rounded; therefore the numbers included here may differ slightly when comparing the values included in this report to the underlying detail.

#### ***Results of Procedures Performed***

This section summarizes our findings from the analyses and procedures performed. The applicable sections of the report include a more detailed discussion of each area, specific observations, and recommendations, if applicable.

### **Review of ACE Investments and Cash Balances**

CLA was provided with a Fixed Income Investments Portfolio Summary report dated June 30, 2019. The report included the current book value and market values for ACE's: Government Securities, Certificates of Deposit, Corporate Bonds, Government Mortgages, Municipals, and Cash and Cash Equivalents. The portfolio's total market value of \$26,817,293 per ACE's Fixed Income Investments Portfolio report was verified against the Citizens Trust investment statement for the period ending June 30, 2019. The book value and market value of the Local Agency Investment Fund (LAIF) was substantiated through review of the LAIF balance confirmation as of June 2019. The amounts reported as current book value and market value on the June 30, 2019 Fixed Income Investments Portfolio report were reconciled.

ACE's bank account reconciliations and coordinating bank statements were reviewed and corroborated with the trial balance for the quarter ended June 30, 2019.

### **Review of ACE 4th Quarter 2019 Reports**

Expenditures vs. Reimbursements (Exhibit V): Approximately 96% of ACE's Income-to-Date (ITD) Expenditures have been reimbursed, a decrease of 3% from the 99% reimbursement rate at the prior quarter ended March 31, 2019.

The remaining receivables total \$49,051,439 of which \$13,277,469 or 27%, was to be billed after the June 30 balance sheet date. Ratio analysis showed expenditures and reimbursements to be consistent with the prior quarter ended March 2019. Cash decreased by 38.1%. The decrease can be largely attributed to the increase in the amount of receivables from the prior quarter.

The decrease in other receivables, surplus property and deferred costs is due to the disposal of Fairway Surplus Property of \$16.2m. Cash received of \$15,421,861 for the sale is recorded as deferred revenue – unearned. No loss was recorded as a result of this transaction.

Treasury/Banking Investments (Exhibit VII): Report amounts were agreed to the trial balance. Below is a summary of changes from current year Q3 to Q4.

	<b>Q4</b>	<b>Q3</b>	<b>%</b>
	<b>6.30.2019</b>	<b>3.31.2019</b>	<b>Increase/ (Decrease)</b>
Cash	\$20,017,881	\$32,353,214	-38.1%
Investments	\$28,563,460	\$28,452,200	0.4%
Receivables	\$49,051,439	\$17,271,496	184.0%
Other Receivables, Surplus Property and Deferred Costs	\$16,574,658	\$29,270,140	-43.4%
Liabilities	\$100,835,722	\$93,932,841	7.3%
Fund Balance before PERS Liability	\$13,371,716	\$13,414,209	-0.3%

### **Review of COG Cash Balances, including LAIF**

CLA was provided a Comparative Summary Balance Sheet for Q4 and Q3. Cash balances and Local Agency Investment Fund (LAIF) were verified with the Citizens Business Bank account statements for the period ended June 30, 2019 and the LAIF statement as of June 2019. Overall, COG's cash and cash equivalents increased 14% since prior quarter from \$1,287,443 at the end of Q3 to \$1,471,828 for the period ended June 30, 2019.

	<b>Q4</b>	<b>Q3</b>	<b>%</b>
	<b>6.30.2019</b>	<b>3.31.2019</b>	<b>Increase/ (Decrease)</b>
Cash	\$1,471,828	\$1,287,443	14.3%
Receivables	\$1,536,965	\$505,842	203.8%
Prepays and Deferrals	\$160,774	\$204,089	-21.2%
Liabilities	\$1,948,440	\$934,507	108.5%
Net Position, End of Period	\$1,221,127	\$1,062,867	14.9%

COG's bank account reconciliations and coordinating bank statements were reviewed and corroborated with the trial balance for the quarter ended June 30, 2019.

### **Review of COG 4<sup>th</sup> Quarter 2019 Reports**

All balances on the Comparative Summary Balance Sheet as of June 30, 2019 were verified against the period trial balance as of June 30, 2019. The Grants Receivable Aging Detail report as of June 2019 was also verified to the trial balance.

### **Conclusion**

As discussed herein, no instances that would cause concern that the quarterly reports prepared by ACE and COG are inaccurate or inadequate to meet the governance needs of

the Executive Committee and the Board of Directors were noted, specifically related to the sections of the Joint Powers Agreement effective March 12, 2007 included herein.

- Section 4. Purpose and Powers of the Council. The Council shall have, and may exercise the powers to:
  - Subsection b(4) utilize member resources or presently existing single purpose public and public/private groups to carry out its programs and projects;
  - Subsection b(8) serve as a mechanism for obtaining state, federal and regional grants to assist in financing the expenditures of the Council;
  - Subsection b(9) make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;
  - Subsection b(11) apply for, receive and administer a grant or grants under any federal, state, or regional programs;
  - Subsection b(12) receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
- Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources.
- Section 17. Control and Investment of Council Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.



Renee S. Graves, CPA, CGFM  
Principal  
CliftonLarsonAllen LLP

## II. Background and Scope of Engagement

### A. Engagement Background and Objectives

CliftonLarsonAllen LLP (CLA), was retained by the San Gabriel Valley Council of Governments. Throughout the engagement, CLA maintained regular contact with the Executive Director, Marisa Creter, and ACE's Director of Finance, Maritza Ramos.

### B. Professional Standards

CLA performed this engagement in accordance with the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Consulting Services. In consulting engagements, the nature and scope of work is determined solely by the agreement between the practitioner (CLA) and the client. The analysis and report does not constitute an audit, compilation, review, agreed-upon procedures or examination in accordance with Standards of the AICPA, the objective of which would be the expression of an opinion on any specified elements, accounts, or items. Accordingly, CLA does not express any assurance.

### C. Scope of Engagement

Attachment A to our agreement includes possible consulting procedures to be performed on a monthly basis. Correspondence between Renee Graves of CLA and SGVCOG's Executive Director, Marisa Creter, and ACE's Director of Finance, Maritza Ramos, occurred to clarify the scope of the engagement for the quarter ending June 30, 2019. The following areas were agreed to regarding 4<sup>th</sup> Quarter 2019 Reports prepared as of June 30, 2019.

#### ACE

1. Investments and Cash Balances
2. Review the 4<sup>th</sup> Quarter 2019 Report as of June 30, 2019
2. Information reported in the Quarterly Report reconciles to the general ledger

#### COG

1. Cash Balances, including LAIF
2. Review the 4<sup>th</sup> Quarter 2019 Report as of June 30, 2019
3. Information reported in the Quarterly Report reconciles to the general ledger

#### **D. General Disclosures**

CLA created or obtained various electronic files in order to prepare this report to the Executive Committee; the electronic files are available upon request.

Dollar values included in this report have been rounded; therefore the numbers included here may differ slightly when comparing the values included in this report to the underlying detail.

#### **E. Background Information**

##### San Gabriel Valley Council of Governments (COG)

The San Gabriel Valley Council of Governments (SGVCOG) is a joint powers authority made up of representatives from 31 cities, three Los Angeles County Supervisorial Districts, and the three Municipal Water Districts located in the San Gabriel Valley. The SGVCOG serves as a regional voice for its member agencies and works to improve the quality of life for the more than two million residents living in the San Gabriel Valley. The SGVCOG works on issues of importance to its member agencies, including transportation, housing, economic development, the environment, and water, and seeks to address these regionally.

The SGVCOG is the largest and most diverse sub-regional council of governments in Los Angeles County. It encompasses more than 374 square miles and has more than two million residents.

While each of the communities has a unique character and history, they have also many shared issues and have developed a unified voice to maximize resources, achieve sustainable solutions, and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley.

##### Alameda Corridor-East Construction Authority (ACE)

The Alameda Corridor-East (ACE) Construction Authority is a single purpose construction authority established by the San Gabriel Valley Council of Governments in 1998 to implement a construction program intended to mitigate the adverse impacts at rail-roadway crossings in the San Gabriel Valley of increasing rail traffic along the nationally significant ACE Trade Corridor. Train counts through the Valley are projected to nearly double by the year 2035 as increasing numbers of freight trains carry freight to and from the nation's busiest container ports in the San Pedro Bay.

The ACE Project is a comprehensive program of constructing grade separations, where the road goes over or under the railroad, and safety and mobility upgrades at 53 crossings in the San Gabriel Valley. Construction has been completed on 8 rail-roadway grade separations. Eight grade separations are under construction with four grade separations and pedestrian crossing safety program at four crossings starting in two years. Jump Start safety improvements have been completed at 40 at-grade crossings.

**F. Acronyms Used**

ACE - Alameda Corridor-East Construction Authority  
CM – Construction Management  
COG – San Gabriel Valley Council of Governments  
LAIF – Local Agency Investment Fund  
MTA – Metropolitan Transit Authority  
PERS – Public Employee’s Retirement System  
ROW – Right of Way

### III. Review of identified areas for ACE

#### A. Review of Investments and Cash Balances

The June 30, 2019 Fixed Income Investments Portfolio report was verified with the Citizens Trust statement for the period of June 1, 2019 through June 30, 2019 and the LAIF statements as of June 30, 2019. The amounts reported as the market value and the current book value on the June 30, 2019 Fixed Income Investments Portfolio report were reconciled. The allocation of investments within the pool by the type of investment is consistent with the current Investment Policy.

Due to the daily volatility of investments, the balance is reported on a cost basis during the fiscal year and adjusted to fair value during the year end closing process. The applicable balances for the fiscal year ending June 30, 2019 are:

- Trial balance amount of \$25,625,137 is offset by a “change in market value” account balance of \$1,289,421 for a balance of \$26,914,558.
- Book value and market value per Citizens Trust Investment Statement is \$26,914,558 and \$26,817,293, respectively.
- Exhibit VII Treasury/ Banking Investments Report amount of \$26,914,558.

#### B. Review of Information Provided by ACE

Exhibit V ACE Expenditures vs. Reimbursements and Exhibit VII Treasury/ Banking Investments reports as of June 30, 2019 were obtained and verified against the preliminary trial balance as of June 30, 2019.

##### Exhibit V ACE Expenditures vs. Reimbursements Report

Amounts shown under the reimbursement status for the categories of 1) *Current/ 30 days or less* of \$31.7m; 2) *Aged Receivable* of \$2.070m; 3) *To be billed* of \$13.277m; and 4) *MTA retention* of \$2.003m were verified against the accounts listed on the trial balance. The *Current/ 30 days or less* and *MTA retention* balances are each in a separate general ledger account. The *To be billed* amount is the aggregate balance of approximately 28 accounts for each individual project by various phases (CM, ROW, Design, Construction, Construction Management and Betterment). These amounts were verified with the accounts listed on the trial balance.

##### Exhibit VII Treasury/ Banking Investments Report

Each of the accounts listed on Exhibit VII were verified with the trial balance. Consistent with the previous quarterly report, Exhibit VII presents *other receivables, prepaids, surplus property and deferred costs* at the gross aggregate amount of \$16.57m from approximately 13 separate accounts, the most significant accounts being Surplus Property of \$11.1m. The applicable balances for the quarter ending June 30, 2019 are as shown herein.

Other receivables	\$	892,521
Notes receivable		150,000
Unbilled receivables		1,979,852
Prepaid expenses		243,874
Intercompany receivable		1,314,339
Surplus property		11,092,243
Deferred costs - indirect		2,191,250
Unrealized change in investments		(1,289,421)
	\$	<u>16,574,658</u>

The PERS unfunded termination liability of \$6.347m was obtained from the September 30, 2016 CalPERS Actuarial Valuation Report. This liability is not reflected on the trial balance, but is shown on Exhibit VII to reflect the payout that could occur should ACE cease to exist. The actuarially determined PERS net pension liability, including the related deferred outflows and deferred inflows would be reported on the June 30, 2019 audited financial statements in accordance with applicable GASB standards.

#### IV. Review of identified areas for COG

##### A. Review of Cash Balances, including LAIF

The June 30, 2019 Bank and LAIF balances reported on the Comparative Summary Balance Sheet were verified against each Citizens Business Bank statement and LAIF statement as of June 30, 2019.

##### B. Review of Fourth Quarter 2019 Reports

As of June 30, 2019, the Comparative Summary Balance Sheet report was verified to the trial balance. Individual balances on the trial balance were verified to reconciled bank statements and to the LAIF statement at June 30, 2019. All amounts reported were verified to the trial balance. The allocation of investments within the pool by the type of investment is consistent with the current Investment Policy.

##### Grants Receivable Aging Detail Report

The Grants Receivable Aging Detail report was reconciled to the trial balance. As of June 30, the receivable balance was \$1,342,618. As reported by ACE's Director of Finance, \$1,146,973 was collected subsequent to the June 30 quarter end. The most significant receivable is \$1,138,844 from CalTrans Bike Share for June 2019. Management believes that all amounts are reasonably expected to be collected. The aged receivable balance is as shown herein.

Aged 30 days	\$ 1,240,736	92.4%
Aged 31-60 days	37,471	2.8%
Aged 61-90 days	31,030	2.3%
Aged 91+ days	33,381	2.5%
	<u>\$ 1,342,618</u>	

The balance of the remaining receivables of \$195,645 as of the date of this report is a decrease compared to the amount of remaining receivables in the second quarter report of \$406,097.

#### CitiCard Credit Card Charges

The CitiCard Credit Card Charges report provides a breakdown of the types of purchases made by credit card. Purchases for the period of April 2019 to June 2019 totaled \$35,441. During the quarter, \$7,197 was expended on meetings and travel, an 18% decrease from last year's Q4 meetings and travel spending of \$6,119.

Quarterly purchases by credit card compared to the prior year quarter and a breakdown of fiscal year cumulative credit card purchases through June 30, 2019 is shown herein.

	<b>Q4</b>	<b>Q4</b>	<b>%</b>
	<b>06.30.2019</b>	<b>06.30.2018</b>	<b>Increase/ (Decrease)</b>
Total Credit Card Expenditures - Current Quarter	\$35,441	\$20,468	73.2%

	<b>YTD</b>	<b>YTD</b>	<b>%</b>
	<b>06.30.2019</b>	<b>06.30.2018</b>	<b>Increase/ (Decrease)</b>
Total Credit Card Expenditures - Year-to-Date	\$73,747	\$62,890	17.3%

	<u>Q4</u>	<u>Q4</u>	<u>YTD</u>	<u>YTD</u>
	<u>06.30.2019</u>	<u>06.30.2018</u>	<u>06.30.2019</u>	<u>06.30.2018</u>
Administrative Fees	\$ -	\$ -	12	48
Energy Wise - Gas Co	146	650	936	1,531
Energy Wise - SCE	220	975	1,405	2,204
Equipment & Soft Acquisition	1,925	5,273	1,925	7,799
General Assembly Event	17,884	1,854	23,503	14,216
Homelessness Program - LAC	29	-	2,739	2,631
Maintenance & Operating Expenses	-	-	-	1,161
Meetings/Travel	6,241	5,031	16,421	14,048
Meetings/Travel - Board	956	1,088	4,289	4,568
Miscellaneous	161	-	161	-
Office Supplies	1,022	1,472	3,293	4,229
Open Streets - Event Day	-	2,320	-	2,320
Postage	65	110	327	132
Postage - Board	45	67	232	381
Prepaid expenses	2,893	167	6,312	1,506
Printing and Publications	19	-	19	-
Recruitment	33	-	1,983	175
Staff Training	-	-	1,732	-
Subscriptions	20	-	20	370
Utilities	854	806	3,599	3,477
Webpage/ Software Services	2,928	655	4,839	2,094
	<u>\$ 35,441</u>	<u>\$ 20,468</u>	<u>\$ 73,747</u>	<u>\$ 62,890</u>

Purchases by credit card are utilized for efficiencies in procurement of goods and services.

### Budget to Actual Comparison Report

#### *Budget v. Actual*

Actual balances through June 30, 2019 were reconciled to the trial balance. In the fiscal year, COG had total year-to-date expenses totaling 132% of the 2019 fiscal budget, ending the fiscal year with \$262,698 net income. Member dues comprise approximately 94% of the operating revenue for FY 2019. As of June 30, Member Dues revenue was 27% of the 2019 total fiscal revenue.

A comparison of the quarterly budget, fiscal budget and percent of fiscal budget is presented herein.

	<b>Q4 Actual 2018-2019</b>	<b>FY 2019 Revised Budget 2018-2019</b>	<b>Year-To-Date % of Budget 2018-19</b>
Membership Dues	\$ 754,007	\$ 754,007	100%
Sponsorships	35,075	50,000	70%
Hero Program	5,059	6,000	84%
Interest	5,804	2,050	283%
Grants & Special Projects	<u>2,044,645</u>	<u>1,161,082</u>	<u>176%</u>
<b>Total Revenue</b>	<u><u>\$2,844,590</u></u>	<u><u>\$1,973,139</u></u>	<u><u>144%</u></u>
Personnel	\$ 381,661	\$ 382,858	100%
Board & Employee Expenses	22,309	60,000	37%
Professional Services	346,167	346,980	100%
Other Expenses	<u>173,478</u>	<u>248,927</u>	<u>70%</u>
<b>Total Indirect Expenses</b>	<u><u>\$ 923,615</u></u>	<u><u>\$1,038,765</u></u>	<u><u>89%</u></u>
Personnel	\$ 238,136	\$ 351,563	68%
Program Management	<u>1,420,141</u>	<u>561,071</u>	<u>253%</u>
<b>Total Direct Expenses</b>	<u><u>\$1,658,277</u></u>	<u><u>\$ 912,634</u></u>	<u><u>182%</u></u>
<b>Total Expenditures</b>	<u><u>2,581,892</u></u>	<u><u>1,951,399</u></u>	<u><u>132%</u></u>
<b>Net Income (Loss)</b>	<u><u>\$ 262,698</u></u>	<u><u>\$ 21,740</u></u>	<u><u>N/A</u></u>

**V. List of Exhibits**

ACE – Exhibit V – Expenditures vs. Reimbursements as of June 30, 2019

ACE – Exhibit VII – Treasury/ Banking Investments, Investments Portfolio and  
Summary as of June 30, 2019

COG –2019 3rd Quarter Reports as of June 30, 2019 – Comparative  
Summary Balance Sheet, Grants Receivable Aging Detail, CitiCard  
Charges and Budget Report

# Exhibit V

## ACE Expenditures vs. Reimbursements

As of June 30 , 2019

Projects	Reimbursement Status (\$ 000)					
	ITD Expenditures	Received	Current / 30 Days or less	Aged Receivable	To Be Billed	MTA Retention
At Grade Crossing	\$ 3,712	\$ 3,145	\$ 381	\$ -	\$ 177	\$ 9
Durfee	37,001	29,580	5,661	-	1,426	334
Fairway Drive	118,464	110,342	7,244	-	705	173
Fairway-Lemon Betterment	21,888	19,000	-	-	2,888	-
Fullerton	78,128	71,844	2,622	-	3,193	469
Montebello	19,016	8,679	9,378	-	919	40
Maple Ave.	579	553	5	-	17	3
Montebello At Grade	192	151	34	-	7	0
Nogales (LA)	119,644	115,624	-	2,070	1,490	460
Puente Ave.	88,176	86,177	1,439	-	467	94
SG Trench	292,933	287,829	4,037	-	1,021	46
Temple	94,722	94,503	-	-	-	219
Turnbull Cyn.	5,060	3,040	899	-	968	154
Baldwin	70,365	70,363	-	-	-	2
Brea Canyon	73,459	73,459	-	-	-	-
Crossing Safety / IRRIS	34,343	34,343	-	-	-	-
EE/Reservoir	78,960	78,960	-	-	-	-
Hamilton	1,789	1,789	-	-	-	-
Nogales (AH)	49,797	49,797	-	-	-	-
Ramona	53,091	53,091	-	-	-	-
Sunset	93,794	93,794	-	-	-	-
<b>Sub-total Projects</b>	<b>\$ 1,335,113</b>	<b>\$ 1,286,062</b>	<b>\$31,701</b>	<b>\$2,070</b>	<b>\$13,277</b>	<b>\$2,003</b>
Project Administration	20,457	20,043	323	-	91	-
<b>Total ACE</b>	<b>\$ 1,355,570</b>	<b>\$ 1,306,105</b>	<b>\$ 32,024</b>	<b>\$ 2,070</b>	<b>\$ 13,369</b>	<b>\$ 2,003</b>
<b>Non-Grade Separation</b>						
Rio Hondo	232	-	-	-	-	-
	<b>\$ 1,355,802</b>	<b>\$ 1,306,105</b>	<b>\$ 32,024</b>	<b>\$ 2,070</b>	<b>\$ 13,369</b>	<b>\$ 2,003</b>

# Exhibit VII

## Treasury / Banking Investments

As of June 30, 2019

	<u>06.30.2019</u>	<u>Change</u>	<u>03.31.2019</u>
<b><u>Cash on hand</u></b>			
Operating Account	\$ (5,866,078)	\$ (8,432,083)	\$ 2,566,005
Money Market Account (2)	18,134,062	(3,910,900)	22,044,961
Money Market (UPRR Contributions)	7,749,897	7,649	7,742,248
<b>Total cash on hand</b>	<b>20,017,881</b>	<b>(12,335,333)</b>	<b>32,353,214</b>
<b><u>Investments</u></b>			
LAIF	1,648,902	10,279	1,638,623
CBT - Fixed Income at cost	26,914,558	100,981	26,813,577
<b>Total investments</b>	<b>28,563,460</b>	<b>111,260</b>	<b>28,452,200</b>
<b><u>Current - 30 days or less</u></b>	<b>31,701,002</b>	<b>-</b>	<b>3,977,650</b>
<b><u>Aged Receivable</u></b>	<b>2,070,123</b>	<b>-</b>	<b>2,070,123</b>
<b><u>To Be Billed</u></b>	<b>13,277,469</b>	3,675,693	9,601,776
<b><u>MTA Retention</u></b>	<b>2,002,845</b>	380,898	1,621,947
<b>Total Exhibit V</b>	<b>49,051,439</b>	4,056,591	17,271,496
Other receivables, unsold surplus properties, and deferred costs	16,574,659	(12,695,481)	29,270,140
<b>Total Cash, Cash Equivalents &amp; Receivables</b>	<b>114,207,439</b>	<b>(20,862,964)</b>	<b>107,347,050</b>
<b><u>Liabilities</u></b>			
Payables & other Accruals	11,338,408	8,736,128	2,602,280
Unearned revenues	44,497,315 (a.)	(1,833,247)	46,330,562
MTA Working Capital Loan	45,000,000	-	45,000,000
<b>Total liabilities</b>	<b>100,835,722</b>	<b>6,902,881</b>	<b>93,932,841</b>
<b><u>Fund balance</u></b>			
Resources net of actual liabilities	13,371,716	(42,493)	13,414,209
Less estimated:			
CalPERS - Hypothetical termination liability	6,347,036 (b.)	-	6,347,036
<b>Resources net of estimated liabilities</b>	<b>\$ 7,024,680 (c.)</b>	<b>\$ (42,493)</b>	<b>\$ 7,067,173</b>

- a.) Represents surplus property appraised value, net proceeds from sale of ROW surplus properties, advanced UPRR funding, disallowed retention, and Betterment funds billed in advance to City of Industry for Fairway Drive and Fullerton projects.
- b.) Updated based on CalPERS's annual valuation report as of June 30, 2017.
- c.) Decrease represents increase in 06/30/2018 hypothetical termination liability and effect of prior year's deficiency of expenses over revenues

# Exhibit VII

## Treasury / Banking Investments

As of June 30, 2019

Deposit/ Investment Amount 06.30.19	% of Invest- ments	Bank Deposits	Maximum Maturity	Maximum Percent of Portfolio	Maximum Investment in One Issuer
		Ace deposits are held by Citizens Business Bank (CBB) under a deposit agreement in amounts not to exceed \$50 million. Under the agreement, CBB maintains collateral deposits of at least 110% of the value of all ACE deposits at Bank of New York Mellon in eligible securities. The CBB deposits accounts are:			
\$ (5,866,078)		Checking Account			
25,883,959		Money Market Accounts (3) *			
20,017,881		Total Deposits			
		<b>Permitted Investments **</b>			
13,246,614	46.38%	Government Securities (1.00 - 5.00 years)	5 years	50%	15%<=
7,495,669	26.24%	Corporate Bonds (0.83 - 4.99 years)	5 years	30%	10%<=
1,096,910	3.84%	Gov't Mortgages (4.13 - 4.80 years)	5 years	15%	None stated
347,455	1.22%	Municipals (1.94 - 4.27 years)	None stated	None stated	None stated
3,183,114	11.14%	CDs (2.95 - 5.00 years)	5 years	30%	10%<=
1,544,795	5.41%	Cash and Cash Equivalents	None stated	None stated	None stated
26,914,558	94.23%	Subtotal Investments - Book value *			
1,648,902	5.77%	State's Local Agency Investment Fund	None stated	None stated	None stated
28,563,460	100.00%	Total Investments			
\$ 48,581,341		<b>Total</b>			

\* Note: Includes \$32,779,139 of available unearned revenues

\*\* Complies with SGVCOG Investment Policy

## Fixed Income Investments Portfolio

### June 30, 2019

Cusip	Name	Coupon	Yield to Maturity	Purchase Date	Maturity Date	Current Price	Par Value	Market Value	Current Book Value			
3136G4EV1	Fannie Mae	1.63	1.702	10/28/2016	10/28/2021	99.632	250,000	249,080	249,898			
3136G3C78	Fannie Mae	1.55	1.643	7/28/2016	7/28/2021	99.553	200,000	199,106	200,000			
880591EL2	Tenn Valley Authority DTD	3.88	3.100	9/19/2016	2/15/2021	103.174	500,000	515,870	525,109			
<b>46.38% Government Securities (1.00 - 5.00 years)</b>							<b>13,250,000</b>	<b>13,236,581</b>	<b>13,246,614</b>			
87164YML5	Synchrony Bank DTD	1.55	1.797	6/29/2016	6/29/2021	98.824	250,000	247,060	249,463			
05580AFA7	BMW Bank North America	1.20	1.270	9/13/2016	8/26/2019	99.799	250,000	249,498	250,000			
02006LM42	Ally Bank Medium	1.30	1.388	9/15/2016	9/16/2019	99.743	250,000	249,358	250,000			
140420QF0	Capital One Bank USA	2.15	2.158	7/7/2015	10/16/2019	99.967	163,000	162,946	163,116			
02587DWK0	American Expr Centurion	2.20	2.204	7/1/2015	11/29/2019	99.982	170,000	169,969	170,158			
05580ACZ5	BMW Bk North. America DTD	2.20	2.183	10/8/2015	9/30/2020	100.082	250,000	250,205	249,950			
140420F21	Capital One Bank	1.65	1.997	9/14/2016	9/14/2021	98.356	250,000	245,890	250,000			
140420YS3	Capital One Bank Medium	1.60	1.790	5/4/2016	5/4/2021	99.095	250,000	247,738	250,238			
949763AW6	Wells Fargo Bank	1.30	1.369	9/14/2016	9/16/2019	99.797	250,000	249,493	250,000			
619165GX5	Morton Community Bank	1.60	1.763	12/16/2016	6/16/2020	99.450	200,000	198,900	200,000			
14042RAR2	Capital One NA Medium	2.20	2.182	10/8/2015	10/7/2020	100.083	200,000	200,166	199,230			
254672W20	Discover Bank DTD	1.85	1.977	12/14/2016	12/14/2020	99.514	200,000	199,028	200,000			
9497485W3	Wells Fargo Bank CD	1.75	1.994	6/17/2016	6/17/2021	98.842	250,000	247,105	250,960			
949763AZ9	Wells Fargo Bank	1.65	1.907	9/14/2016	9/14/2021	98.781	250,000	246,953	250,000			
<b>11.14% CDs (2.95 - 5.00 years)</b>							<b>3,183,000</b>	<b>3,164,307</b>	<b>3,183,114</b>			
69353REX2	PNC Bank NA Series	1.45	1.534	9/28/2018	7/29/2019	99.931	500,000	499,655	496,974			
06406HCW7	Bank of NY Mellon Corp	2.30	2.297	9/18/2018	9/11/2019	100.003	500,000	500,015	499,163			
713448BN7	PepsiCo Inc	4.50	4.229	1/29/2015	1/15/2020	101.203	100,000	101,203	102,552			
94988J5L7	Wells Fargo Bank NA	2.40	2.376	9/28/2018	1/15/2020	100.030	250,000	250,075	248,529			
291011BC7	Emerson Electric Co	4.25	2.951	9/28/2018	11/15/2020	102.667	280,000	287,468	284,445			
911312AMB	United Parcel Service DTD	3.13	2.781	6/10/2016	1/15/2021	101.475	185,000	187,729	190,631			
440452AE0	Hormel Foods Corp	4.13	3.387	1/31/2017	4/15/2021	102.869	500,000	514,345	517,216			
14912L6U0	Caterpillar Financial Serv Corp	1.70	1.925	9/9/2016	8/9/2021	98.948	1,746,000	1,727,632	1,738,545			
02665WBG5	American Honda Finance	1.70	1.943	9/15/2016	9/9/2021	98.851	1,400,000	1,383,914	1,392,034			
06406RAA5	Bank of NY Mellon Corp	2.60	2.352	10/18/2017	2/7/2022	101.009	1,011,000	1,021,201	1,019,479			
166764AT7	Chevron	2.41	2.181	7/26/2017	3/3/2022	101.004	370,000	373,715	372,490			
244199BE4	Deere & Co	2.60	2.340	7/26/2017	6/8/2022	101.190	150,000	151,785	151,854			
037833DC1	Apple Inc	2.10	2.033	9/25/2018	9/12/2022	100.253	500,000	501,265	481,756			
<b>26.24% Corporate Bonds (0.83 - 4.99 years)</b>							<b>100.107</b>	<b>7,492,000</b>	<b>7,500,001</b>	<b>7,495,669</b>		
31407RTU8	Fannie Mae Pool #838563	5.00	4.418	4/29/2016	10/1/2020	102.318	21,742	22,246	23,087			
3137A6B27	Freddie Mac	4.33	3.776	9/7/2016	10/25/2020	102.113	155,324	158,605	171,584			
3137A8PP7	Freddie Mac	4.19	3.563	9/7/2016	12/25/2020	102.465	321,608	329,535	355,226			
3137ABFH9	Freddie Mac	3.99	3.390	9/7/2016	6/25/2021	102.631	496,000	509,049	547,013			
<b>3.84% Gov't Mortgages (4.13 - 4.80 years)</b>							<b>102.489</b>	<b>994,674</b>	<b>1,019,434</b>	<b>1,096,910</b>		
13066YTZ2	California State Dept of Water Resources PV	2.00	1.979	1/22/2018	5/1/2022	100.085	150,000	150,128	147,378			
13063DFZ6	California State Dept of Water Resources PV	2.60	2.342	4/25/2018	4/1/2020	100.486	100,000	100,486	100,073			
13063DGA0	California State Dept of Water Resources PV	2.80	2.248	4/25/2018	4/1/2021	101.561	100,000	101,561	100,003			
<b>1.22% Municipals (1.94 - 4.27 years)</b>							<b>100.621</b>	<b>350,000</b>	<b>352,175</b>	<b>347,455</b>		
31607A208	Fidelity Prime Mon Mar-Ins	1.00		10/7/2015		100.000	1,544,795	1,544,795	1,544,795			
<b>5.41% Cash and Cash Equivalents</b>							<b>1,544,795</b>	<b>1,544,795</b>	<b>1,544,795</b>			
<b>TOTAL (Dollars)</b>							<b>\$</b>	<b>26,814,469</b>	<b>\$</b>	<b>26,817,293</b>	<b>\$</b>	<b>26,914,558</b>

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
 Comparative Summary Balance Sheet  
 As of June 30, 2019

	<b>06.30.2019</b>	Change	03.31.19
CBB - Checking	\$ 1,121,348	\$ 182,875	\$ 938,473
CBB- 242-034-325 CD	55,673	14	55,659
CBB - 2766 Savings	1,591	1	1,590
CBB -242-034-953 CD	54,906	14	54,892
Petty Cash	400	-	400
LAIF	237,825	1,483	236,342
LAIF Maket Value	86	(0)	86
Cash and equivalents	<u>1,471,828</u>	<u>184,386</u>	<u>1,287,442</u>
Member Receivable	-	-	-
Grants/Contracts Receivable	1,342,618	936,520	406,098
Sponsorships Receivable	-	(1,125)	1,125
Rental Deposit Receivable	5,489	0	5,489
Unbilled Grant Receivable	96,240	61,066	35,174
Receivables - other	92,618	34,662	57,956
Receivables	<u>1,536,965</u>	<u>1,031,123</u>	<u>505,842</u>
Prepays and deferrals	<u>160,775</u>	<u>(43,314)</u>	<u>204,089</u>
Total assets	<u>3,169,567</u>	<u>1,172,194</u>	<u>1,997,373</u>
Accounts Payable	43,241	31,086	12,155
Citi Bank Card	5,088	642	4,446
Payroll Payable	12,607	12,226	381
Accrued Vacation	34,976	(1,560)	36,536
Unearned Revenues - Member Cities Dues	-	(206,984)	206,984
Accruals, deferrals and other payables	1,852,528	1,178,522	674,006
Total liabilities	<u>1,948,440</u>	<u>1,013,932</u>	<u>934,508</u>
Net Position, beginning of period **	958,429	(0)	958,429
Change in net position	262,698	158,260	104,438
Net Position, end of period	<u>\$ 1,221,127</u>	<u>\$ 158,261</u>	<u>\$ 1,062,867</u>

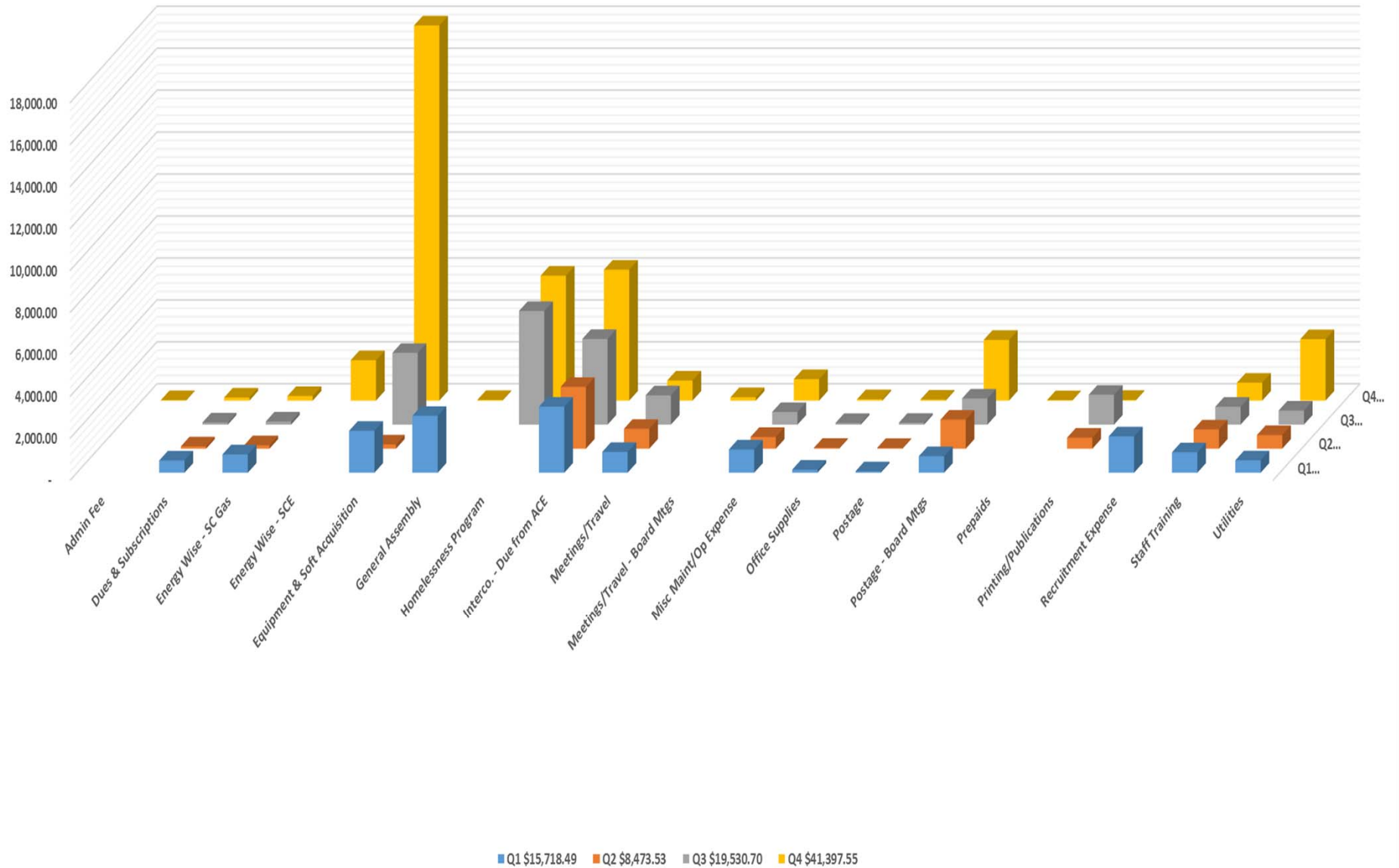
## San Gabriel Valley Council of Governments

### Grants Receivable Aging Summary

As of June 30, 2019

Month	SC Edison - Energy Wise	SC Gas - Energy Wise	SC Edison - EAP	SC Gas - EAP	MTA - Board Suppt	LA County - Homelessness Planing Grant	Caltrans - BikeShare	Various Cities - Service Delivery Cost Study	Totals	Notes
Jan-19	-	3,789	-	-	-	-	-		3,789	
Feb-19	-	2,823	4,922	3,292	-	-	-		11,037	
Mar-19	-	2,951	-	2,437	-	13,167	-	-	18,555	
Apr-19	8,599	5,721	2,122	1,421	-	13,167	-	-	31,030	
May-19	6,280	4,163	7,956	5,905	-	13,167	-	-	37,471	
Jun-19	5,230	5,562	5,811	4,067	8,129	13,167	1,138,844	59,925	1,240,736	
	\$ 20,109	\$ 25,009	\$ 20,812	\$ 17,123	\$ 8,129	\$ 52,667	\$ 1,138,844	\$ 59,925	\$ 1,342,618	

CITICARD CHARGES



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**Consolidated Budget to Actual**  
 FY 2019 Second Quarter Report  
 As of June 30, 2019

	Jul 18 - Jun 19 Actual	FY 2019 Budget	% of Budget
1	<b>General Operating Income</b>		
2	\$ 754,007	\$ 754,007	100%
3	35,075	50,000	70%
4	5,059	6,000	84%
5	5,803	2,050	283%
6	<u>\$ 799,945</u>	<u>\$ 812,057</u>	<u>99%</u>
7			
8	<b>Grants &amp; Special Project Income</b>		
9	97,549	96,611	101%
10	158,000	158,000	100%
11	174,246	288,400	60%
12	31,185	32,000	97%
13	1,265,015	10,000	12650%
14	224,150	483,071	46%
15	94,500	93,000	102%
16	<u>\$ 2,044,645</u>	<u>\$ 1,161,082</u>	<u>176%</u>
17	<u>\$ 2,844,590</u>	<u>\$ 1,973,139</u>	<u>144%</u>
18			
19	<b>Indirect Expenses</b>		
20	381,661	382,858	100%
21	22,309	60,000	37%
22	346,167	346,980	100%
23	173,478	248,927	70%
24	<u>\$ 923,615</u>	<u>\$ 1,038,765</u>	<u>89%</u>
25			
26	<b>Direct Expenses</b>		
27	238,136	351,563	68%
28	1,420,141	561,071	253%
29	<u>\$ 1,658,277</u>	<u>\$ 912,634</u>	<u>182%</u>
30	<u>\$ 2,581,892</u>	<u>\$ 1,951,399</u>	<u>132%</u>
31	<u>\$ 262,698</u>	<u>\$ 21,740</u>	<u>N/A</u>

\* Includes: Cost Comparison/Joint Study - LAC

\*\* Due to project funding deadline this amount for the Bike Share project was not included in the budget for the SGVCOG since the details were not available. The cash flow for this project will be managed by ACE.

DATE: November 21, 2019

TO: Governing Board

FROM: Marisa Creter, Executive Director

**RE: CONTRACT WITH SOCALGAS**

## **RECOMMENDED ACTIONS**

Authorize the Executive Director to execute a contract with SoCalGas (SCG) to extend the San Gabriel Valley Energy Wise Partnership (SGVEWP) through December 31, 2020.

## **BACKGROUND**


Since 2009, the SGVCOG has served as the local government partner for the SGVEWP. This program is funded by the California Public Utilities Commission (CPUC) Local Government Partnerships Program and is co-managed by Southern California Edison (SCE) and SCG. The three primary objectives of SGVEWP have been as follows:

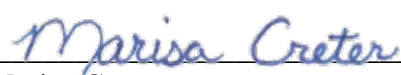
1. Identify opportunities for municipal building energy efficiency retrofits and assist cities in implementing these projects and accessing financial incentives and technical resources;
2. Leverage the SGVCOG's communication infrastructure to inform member agencies about existing energy efficiency, conservation and demand response programs and encourage participation; and
3. Develop specialized energy efficiency offerings to local governments as well as residential and business customers.

Over the past six years, through participation in the program, San Gabriel Valley cities have received over \$2 million in cash incentive payments.

## **STATUS**

The SGVCOG has been under a contract with SCG since 2013 to implement the Partnership. Last year, SCE notified local government implementers that it will be releasing a solicitation to competitively bid out all existing Local Government Partnerships to third party providers. While SCG intends to follow the same path as SCE, SCG has indicated that it wishes to continue existing Local Government Partnership until the end of 2020. The annual budget is \$100,930 and the energy savings goal is 20,000 therms.

Prepared by:   
Katie Ward  
Senior Management Analyst

Approved by:   
Marisa Creter  
Executive Director

**ATTACHMENTS**

Attachment A – SCG 2020 Contract

Attachment A

**AGREEMENT TO JOINTLY DELIVER THE 2020  
SAN GABRIEL VALLEY ENERGY WISE PARTNERSHIP PROGRAM**

**BY AND AMONG**

**SOUTHERN CALIFORNIA GAS COMPANY**

**AND**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**DATED: OCTOBER 14, 2019**

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

THIS AGREEMENT TO JOINTLY DELIVER THE 2020 SAN GABRIEL VALLEY ENERGY WISE PARTNERSHIP PROGRAM (the “Agreement”) is effective as of January 1, 2020 (“Effective Date”) by and among SOUTHERN CALIFORNIA GAS COMPANY (“SoCalGas”) (SoCalGas may be referred to herein individually as the “Utility”) and San Gabriel Valley Council of Governments (the “San Gabriel Valley COG”) . The Utility and the San Gabriel Valley COG may be referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, the Parties previously executed various Agreements and Amendments during 2013-2019 to jointly deliver the San Gabriel Valley Energy Wise Partnership Program;

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

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

WHEREAS, SoCalGas, San Gabriel Valley COG and each of the Member Agencies (as hereinafter defined) have expressed a commitment to participate jointly in the Program with SoCalGas in 2020;

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

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

#### 1. DEFINITIONS:

All terms used in the singular will be deemed to include the plural, and vice versa. The words “herein,” “hereto,” and “hereunder” and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. “Includes” or “including” when used

herein is not intended to be exclusive, or to limit the generality of the preceding words, and means “including without limitation.” The word “or” is not exclusive.

1.1. Agreement: This document and all exhibits attached hereto, and as amended from time to time.

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

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

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

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

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

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

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

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

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

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

1.12. Member Agencies: Those agencies that: (i) are located in Utility’s service territory; (ii) are either identified as participants in this Program through the Implementation Plan or

are mutually selected by Utility and San Gabriel Valley COG to participate in this Program; and (iii) have committed to this Program as described in Section 6.2.2 of this Agreement.

1.13. Energy Champion: A Member Agency’s representative who is a point of contact for the Program and who can represent such Member Agency on a daily basis for all Program activities and energy efficiency projects pertaining to such Member Agency.

1.14. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of San Gabriel Valley COG that are pre-approved, directly identifiable to, and required for the Authorized Work in accordance with Section 10.2.

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

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

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

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

## 2. PURPOSE

The 2020 San Gabriel Valley Energy Efficiency Partnership Program (“2020 Program”) is funded by California utility ratepayers and is administered by the Utility under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the 2020 Program. The work authorized pursuant to this Agreement is not to be performed for profit.

This Agreement incorporates the Recitals and referenced exhibits, as though full set forth herein, and constitutes the complete and exclusive statement of understanding amongst the Parties and supersedes any previous agreements, written or oral, and all communications amongst the Parties relating to the subject matter herein.

## 3. PROGRAM DESCRIPTION

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

#### 4. AUTHORIZED WORK

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

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

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

#### 6. OBLIGATIONS OF THE PARTIES

6.1. Obligations of the Utility and San Gabriel Valley COG:

- 6.1.1. Each Party will be responsible for the overall progress of its Authorized Work, to ensure that the Program remains on target (including but not limited to achieving the Program's specific energy savings and demand reduction goals as set forth in Exhibit A).
- 6.1.2. The Parties acknowledge that engineering and/or technical services may be needed on a contract basis to assist Member Agencies in identifying and evaluating potential energy efficiency projects. The Parties (through their designated representatives) will work together, using their respective expertise, to evaluate the contract needs and to solicit, assess and select such contractors (which may include individuals or business entities). San Gabriel Valley COG shall contract for such work directly and be responsible for payment to the contractor(s) from the direct implementation category of the Party's Budget. Contract work may include engineering and technical assistance with energy efficiency projects, performing energy saving calculations using Utility's tools, reporting on project status at the Parties' meetings, helping ensure that the Program meets its goals. All contracts entered into pursuant to this Section must be terminable by San Gabriel Valley COG without payment penalty upon thirty (30) days notice and shall not contain front-end loading payment provisions.
- 6.1.3. The Parties shall jointly coordinate and prepare all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting as may be reasonably requested by the Utility.
- 6.1.4. To the extent practical and with coordination by the Utility, the Parties shall use the Program as a portal for all energy program offerings of SoCalGas, including but not limited to programs targeting low-income customers, demand response, self-generation, solar, and other programs as described in the IPs, and in support of the Strategic Plan adopted by the Commission and investor-owned utilities. This coordinated effort supports the goal to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.
- 6.1.5. Consistent with those contained in Section 4.2, SoCalGas and San Gabriel Valley COG may work together to identify, develop, and accomplish additional mutually agreeable goals in accordance with Section 7.
- 6.1.6. Each Party shall communicate regularly with the other Parties, and shall advise each other Party immediately of any problems or delays associated with its Authorized Work obligations.

6.2. Obligations of the San Gabriel Valley COG.

- 6.2.1. The San Gabriel Valley COG will appoint a Partnership representative (“San Gabriel Valley COG Energy Efficiency Representative”) who will be the primary contact between the Utility and San Gabriel Valley COG , and who will be authorized to act on behalf of San Gabriel Valley COG in carrying out its obligations under this Agreement. Such appointment shall be communicated in writing to SoCalGas within 10 Business Days following execution of this Agreement.
- 6.2.2. As soon as practicable, the San Gabriel Valley COG shall secure from each prospective Member Agency a letter of commitment supporting and endorsing the Program, approving such Member Agency as a Program participant and authorizing San Gabriel Valley COG to act on its behalf as necessary to further the Partnership’s goals and objectives. Each such letter shall commit the Member Agency to participation in the Program and shall designate an “Energy Champion” who will be the Member Agency’s primary contact for both San Gabriel Valley COG and the Utility, and who will act on behalf of such Member Agency in carrying out the Program. San Gabriel Valley COG shall use its best efforts to obtain all Member Agency letters by [February 28], 2020 and to deliver a copy of each Member Agency’s letter to the Utility within ten (10) Business Days following its adoption. This letter shall be required for participation in the Program by a prospective Member Agency.
- 6.2.3. The San Gabriel Valley COG will manage the day-to-day activities and comprehensive implementation of the Program on behalf of the Parties in accordance with the IPs. This will include intensive interaction with the Member Agencies, Program marketing, education, outreach, technical assistance, and assistance with direct implementation. This includes notifying Customers of the availability of Program services and enrolling Customers in the Program.
- 6.2.4. The San Gabriel Valley COG shall be responsible for achieving the goals and objectives set forth in Section 4.2 hereof.
- 6.2.5. Through execution of this Agreement, San Gabriel Valley COG acknowledge Commission policy recognizing the importance of collaboration between investor-owned utilities and local governments in order to take advantage of the unique and collective strengths that these parties offer in delivering cost-effective energy efficiency services. As a representative for the Member Agencies, San Gabriel Valley COG agrees to work jointly with SoCalGas in both fostering new relationships and strengthening the Utility’s existing relationships with Member Agencies in order to promote sustainable energy savings and fulfill both the short-term

and long-term goals and objectives approved by the Commission and described herein. To this end, San Gabriel Valley COG shall facilitate joint participation with the Utility and the Member Agencies in meetings, activities and decisions.

- 6.2.6. The San Gabriel Valley COG shall coordinate the semi-annual Energy Champion Meetings described in Section 7.5 of this Agreement.
- 6.2.7. The San Gabriel Valley COG shall perform its Authorized Work obligations within the San Gabriel Valley COG's Budget and in conformance with the schedule associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
- 6.2.8. The San Gabriel Valley COG shall be primarily responsible for coordinating the preparation of all 2020 Program-related documents pertaining to San Gabriel Valley COG's portion of Authorized Work as set forth in this Agreement, including all required reporting of San Gabriel Valley COG pursuant to Section 9, and any such other reporting as may be requested by each Utility.
- 6.2.9. SoCalGas will, from time to time, provide San Gabriel Valley COG with Utility Program documents or other energy efficiency program documents or materials, including but not limited to forms and applications, for San Gabriel Valley COG's use in connection with the Program. San Gabriel Valley COG shall obtain the approval of SoCalGas prior to modifying the content of any such documents or materials in any manner; provided, however, that San Gabriel Valley COG may add a Utility-approved Partnership and/or San Gabriel Valley COG logo to such documents as appropriate, unless otherwise directed by the Utility.
- 6.2.10. The San Gabriel Valley COG shall work together with and obtain the approval of SoCalGas when developing Program marketing materials prior to distribution, publication, circulation, or dissemination in any way to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to or is in anyway related to the Program must contain the respective name and logo of each Utility and, at a minimum, the following language: *"This Program is funded by California utility ratepayers and administered by Southern California Gas Company under the auspices of the California Public Utilities Commission."*
- 6.2.11. Upon reasonable request, San Gabriel Valley COG shall submit to SoCalGas all contracts, agreements or other requested documents with San

Gabriel Valley COG's Contractors (including subcontractors) performing work for the Program.

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

6.3. Obligations of SoCalGas.

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

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

6.3.3. SoCalGas shall provide informational and educational materials on SoCalGas's core programs to San Gabriel Valley COG to enable San Gabriel Valley COG to implement the 2020 Program's outreach and education element.

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

6.3.5. SoCalGas shall be responsible for tracking performance of San Gabriel Valley COG in accordance with Section 10.1.2, and for verifying all natural gas savings claims of San Gabriel Valley COG.

6.3.6. SoCalGas shall administer the Gas Surcharge funds authorized by the Commission for the 2020 Program and reimbursing Parties for Program Expenditures in accordance with Section 10 below.

## 7. ADMINISTRATION OF PROGRAM

### 7.1. Decision-making and Approval.

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

- a. Any material modification to the Authorized Work in connection with the 2020 Program.
- b. Any action that materially impacts the agreed-upon schedule for implementing the 2020 Program.
- c. Selection of any Contractor not previously approved by SoCalGas.

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

7.3. Regular Meetings. During the term of this Agreement, the Parties shall meet monthly or bi-monthly at a location reasonably agreed upon by the Parties. In addition to any other agenda items requested by either Party, the agenda shall include a review the status of 2020 Program performance, deliverables, schedules and budget, toward achievement of the goals set forth in Exhibit A, and the Parties' progress towards meeting overall Partnership goals set forth in Exhibit B. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.4. Regular Communication. Regular communication among the Parties' representatives is critical for the long-term success of the 2020 Program and achievement of the Parties' goals and objectives. In addition to Section 7.3, above, the Parties representatives identified in writing by each Party pursuant to Sections 6.2.1 and 6.3.1, including other Program participants, shall communicate regularly with each other to review the status of the Program's goals, deliverables, schedules and budgets, and plan for upcoming Program implementation activities, and to advise the other Party of any problems associated with successful implementation of the Program. Any decision-making during

this communication process shall be reached and documented in accordance with the requirements of Section 7.1 and 7.2 above.

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

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

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

## 8. DOUBLE DIPPING PROHIBITED

In performing its respective Authorized Work obligations, the San Gabriel Valley COG shall implement the following mechanism and shall take other practicable steps to avoid providing duplicative incentives or services .

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

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

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

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

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

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

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

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

## 9. REPORTING

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

## 10. PAYMENTS

### 10.1. San Gabriel Valley COG Budget

10.1.1. Maximum Budget: The San Gabriel Valley COG Budget is set forth in Exhibit A to this Agreement and represents San Gabriel Valley COG's maximum share of the Program's 2020 Authorized Partnership Budget. Additionally, Exhibit A set forth the maximum non-incentive budget by SoCalGas on a periodic basis during the Program. San Gabriel Valley COG shall not be entitled to compensation in excess of the San Gabriel Valley COG Budget allocated by SoCalGas in Exhibit A (either on a periodic basis or in total), without written authorization by SoCalGas and receipt of a revised Exhibit A. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the San Gabriel Valley COG Budget set forth in Exhibit A may be reallocated or adjusted by SoCalGas, based upon SoCalGas's reasonable evaluation of San Gabriel Valley COG's commitment to, and progress toward achieving the energy savings goals set forth herein as

evidenced by the objective tracking data specified in Section 10.1.2 and such other information as may be available to the parties to help substantiate commitment and progress towards such goals and objectives.

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

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

10.1.4. San Gabriel Valley COG Budget Categories

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

10.1.4.2. Incentive Budget: SoCalGas Incentive Budget: SoCalGas Incentive in this Program is a part of Incentive Budget from its core programs. The Incentive level is up to \$1.50 per therm for the calculated

measures. Other Incentives for deemed measures are in accordance with the prescribed Incentives for SoCalGas core programs.

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

10.3. Payment to San Gabriel Valley COG. In order for San Gabriel Valley COG to be entitled to Gas Surcharge funds for Program Expenditures:

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

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

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

10.3.2.2. Marketing, Education & Outreach: A copy of each distinct marketing material produced, with quantity of a given marketing material produced and the method of distribution.

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

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

San Gabriel Valley COG understands and acknowledges that all of San Gabriel Valley COG 's non-incentive invoices for the 2020 Program and the Monthly Report shall be submitted to SoCalGas.

10.3.3. SoCalGas reserves the right to reject any San Gabriel Valley COG invoiced amount for any of the following reasons:

10.3.3.1. The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the San Gabriel Valley COG Budget for such Authorized Work (as set forth in Exhibit A).

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

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

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

10.3.5. SoCalGas shall review and either approve, dispute or reject for payment invoiced Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly Report and corresponding invoice. SoCalGas shall pay all undisputed amounts within thirty (30) Calendar Days of receiving the Monthly Report and corresponding invoice.

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

10.5. Shifting Funds. SoCalGas may shift funds within the Authorized Partnership Budget among Program participants, and/or may shift funds within the San Gabriel Valley COG Budget among budget categories (Marketing, Education & Outreach, Technical Assistance, Direct Implementation and Incentives), which categories and budget amounts are set forth in Exhibit A. Such shifting may be made by SoCalGas to the maximum extent permitted under, and in accordance with, Commission

decisions and rulings to which the Program relates; provided however, that prior to shifting of funds hereunder, the Utility will consult with and review the reasons for such fund shifting with San Gabriel Valley COG.

10.6. Reasonableness of Expenditures. San Gabriel Valley COG shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness. Should the Commission, at any time, issue a finding of unreasonableness as to any Program Expenditure and require a refund or return of the Gas Surcharge funds paid to San Gabriel Valley COG in the reimbursement of such Program Expenditure, then San Gabriel Valley COG shall be solely liable for such refund or return.

## 11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

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

## 12. FINAL INVOICES

The San Gabriel Valley COG must submit final non-incentive invoices to SoCalGas no later than February 15, 2021.

## 13. INDEMNITY

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

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

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

#### 14. OWNERSHIP OF DEVELOPMENTS

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

#### 15. DISPUTE RESOLUTION

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

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

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

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

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

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

## 16. REPRESENTATIONS AND WARRANTIES

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

- 16.1.1. The Authorized Work performed by a Party and/or its Contractors shall comply with the applicable requirements of all applicable statutes, acts, ordinances, regulations, codes, and standards of federal, state, and local governments, and all agencies thereof.
- 16.1.2. The Authorized Work performed by a Party and/or its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.
- 16.1.3. Each Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended and applicable regulations promulgated thereunder.
- 16.1.4. Each Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.

- 16.1.5. Each Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than five (5) years beyond the termination or expiration of this Agreement.
- 16.1.6. Each Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.
- 16.1.7. Each Party will maintain, and may require its Contractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Agreement, with companies having an A.M. Best rating of “A-, VII” or better, or equivalent:
  - 16.1.7.1 Workers’ Compensation: statutory minimum.
  - 16.1.7.2. Employer’s Liability coverage: \$1 million minimum.
  - 16.1.7.3. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.
  - 16.1.7.4. Commercial or Business Auto (if applicable): \$1 million minimum.
  - 16.1.7.5. Professional Liability (if applicable): \$1 million minimum.
- 16.1.8 Each Party shall take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

## 17. PROOF OF INSURANCE

- 17.1. Evidence of Insurance. Upon request at any time during the term of this Agreement, a Party shall provide evidence that its insurance policies (and the insurance policies of any Contractor, as provided in Section 16.1.7) are in full force and effect, and provide the coverage and limits of insurance that the Party has represented and warranted herein to maintain at all times during the term of this Agreement.
- 17.2. Self-Insurance. If a Party is self-insured, such Party shall upon request forward documentation to the other Party that demonstrates to the other Party’s satisfaction that such Party self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.
- 17.3. Notice of Claims. Each Party shall immediately report to the other Party, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by such Party or its Contractors or such Party’s receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over

\$100,000.

## 18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

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

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

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

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

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

18.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by any Party, the Party whose Confidential Customer Information is implicated in such breach shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be

in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

## 19. TIME IS OF THE ESSENCE

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

## 20. CUSTOMER COMPLAINT RESOLUTION PROCESS

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

## 21. RESTRICTIONS ON MARKETING

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

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

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

## 22. RIGHT TO AUDIT

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

## 23. STOP WORK PROCEDURES

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

## 24. MODIFICATIONS

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

## 25. TERM AND TERMINATION

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

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

25.3. Effect of Termination. Any termination by San Gabriel Valley COG or by SoCalGas shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).

25.3.1. Subject to the provisions of this Agreement, San Gabriel Valley COG shall be entitled to Gas Surcharge Funds for all Program Expenditures incurred or accrued pursuant to contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly

Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement. The provisions of this Section 25.3.1 shall be San Gabriel Valley COG's sole compensation resulting from any termination of this Agreement.

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

## 26. WRITTEN NOTICES

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

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery; or (d) if by e-mail, followed by telephone notification of transmission to the other Party by the noticing Party.

**San Gabriel Valley COG:**

San Gabriel Valley Council of Governments  
Marisa Creter, Executive Director  
1000 Fremont Ave #42, Alhambra, CA 91803  
City, CA zip  
Tel: (626) 457-1800  
Fax: (626) 457-1285  
Email: mcreter@sgvcog.org

**SoCalGas:**

Southern California Gas Company  
Jeannie J. Kong, Program Manager  
555 W. Fifth Street, GT28A4  
Los Angeles, CA 90013  
Tel: (213) 244-4815  
Fax: (213) 244-8252  
Email: JKong@socalgas.com

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery; or (e) if by e-mail, with electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party.

**27. CONTRACTS**

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

**28. RELATIONSHIP OF THE PARTIES**

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

**29. NON-DISCRIMINATION CLAUSE**

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age

(over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

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

### 30. COMMISSION/UTILITY AUTHORITY TO MODIFY OR TERMINATE

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

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

### 31. NON-WAIVER

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

### 32. ASSIGNMENT

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

### 33. FORCE MAJEURE

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

### 34. SEVERABILITY

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

### 35. GOVERNING LAW; VENUE

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

### 36. SECTION HEADINGS

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

### 37. SURVIVAL

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

#### 38. ATTORNEYS' FEES

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

#### 39. COOPERATION

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

#### 40. ENTIRE AGREEMENT

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

#### 41. COUNTERPARTS.

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

[INTENTIONALLY LEFT BLANK]

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

**San Gabriel Valley COGs:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

---

By: Marisa Creter  
Title: Executive Director  
Date:

**SoCalGas:**

**SOUTHERN CALIFORNIA GAS COMPANY**

---

By: Becky Estrella  
Title: Manager, Public Sector  
Date:

**EXHIBIT A**

**SOUTHERN CALIFORNIA GAS COMPANY  
2020 GOALS & SAN GABRIEL VALLEY COG BUDGET  
FOR SAN GABRIEL VALLEY ENERGY WISE PARTNERSHIP**

<b>2020 Energy Savings (20,000 Gross Therm)</b>

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

**2020 SoCalGas SAN GABRIEL VALLEY ENERGY WISE Partnership Budget**

SoCalGas 2020 San Gabriel Valley Energy Wise Partnership Total Non-Incentive Budget		\$100,930
SoCalGas Incentive From SoCalGas Core Programs <sup>(1)</sup>		\$20,000
<b>SoCalGas Authorized Budget</b>		
SoCalGas Administrative Other <sup>(1)</sup>		
SoCalGas Administrative Overhead		
Total Utility Authorized Budget	\$100,512	
<b>SAN GABRIEL VALLEY COG Authorized Budget</b>	\$100,930	
<b>2020 Total Non-incentive Program Budget</b>	\$201,442	

**Projected Allocations for San Gabriel Valley COG Authorized Budget \$100,930**

	2020
Administration	\$8,000
Marketing & Outreach	\$30,000
Direct Implementation	\$62,930
Total:	\$100,930

(1) Incentive is a part of SoCalGas Core Program's Incentive Budget. The incentive level is \$1.50 per therm for calculated measures. Incentives for deemed measures are in accordance with the incentive levels for the applicable SoCalGas Core Programs.

**EXHIBIT B**

**SOUTHERN CALIFORNIA GAS COMPANY  
IMPLEMENTATION PLAN**

**EXHIBIT C**

**EM&V PLAN**

## EXHIBIT D

### REPORTING REQUIREMENTS

#### 1. Reporting

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

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

#### 2. Quarterly Report

##### 2.1 Portfolio Benefit/Cost Metrics (Cumulative to Date)

- a. Total cost to ratepayers (TRC, administrative cost and incremental cost per the Standard Practice Manual)
- b. Total savings to ratepayers (TRC)
- c. Net benefits to ratepayers (TRC)
- d. TRC Ratio
- e. PAC Ratio
- f. Cost per kWh saved (cents/kWh) (PAC)
- g. Cost per therm savings (\$/therm) (PAC)

2.2 **Measure List** –A spreadsheet table for each program or program element<sup>1</sup> containing each measure installed, service rendered, or measure/service committed during the report month for which the Program intends to claim savings. The San Gabriel Valley COG should include any new measures as part of the quarterly report. The list should display each measure as it is tracked and recorded by San Gabriel Valley COG, and should include the following parameters at a minimum:

- a. Name of Measure or Service Rendered
- b. Measure or Service Description
- c. Customer name and applicable Utility account number
- d. Installation site address
- e. Affected square footage
- f. Applicable NAICS code
- g. DEER Measure ID (where applicable)
- h. DEER Run ID (where applicable)
- i. Unit Definition
- j. Unit gross kWh savings
- k. Unit gross Therms savings
- l. Unit gross kW demand reduction
- m. Incremental Measure Cost
- n. Net to Gross Ratio
- o. Effective Useful Life
- p. Detailed end use classification (using classification scheme in section 6)
- q. Quantity Installed during report period

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<sup>1</sup> Identification of distinct programs and program elements may be determined by CPUC staff at a later time.

- r. Quantity Committed during report period
- s. Rebate amount paid
- t. Market Sector classification (using classification scheme in section 6)
- u. Market Segment classification (using classification scheme in section 6)

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

- h. Commission Authorized Budget
- i. Operating Budget
- j. Total Expenditures
  - i. Administrative Cost
  - ii. Marketing/Advertising/Outreach Costs
  - iii. Direct Implementation

**2.4 GBI Report** – Progress towards achieving goals of the Green Building Initiative, if applicable (Cumulative results)

- a. Estimate of expenditures on program activities that contribute towards GBI goals (including both public and non-public commercial participants)
- b. Net cumulative achieved kW, kWh and Therm savings contributing towards GBI goals.
- c. Net achieved kW, kWh and Therm savings contributing towards GBI goals for the quarter.
- d. A description of non-resource program activities that support the Green Building Initiative, including marketing and outreach activities.
- e. Estimate of square footage affected by program activities supporting the Green Building Initiative
- f. Items b, c and e above disaggregated by:
  - i. 2-digit NAICS code
  - ii. Aggregated end use classification (using classification scheme in section 5)

**2.5 Program Narratives** – For the program, a description of the program activities occurring during the quarter.

- k. Administrative activities
- l. Marketing activities
- m. Direct Implementation activities
- n. Implementer’s assessment of program performance and program status (is the program on target, exceeding expectations, or falling short of expectations, etc.)
- o. For non-resource programs and program elements (programs or program elements that are not claiming direct energy impacts), a discussion of the status of program achievements.
- p. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
- q. Discussion of near term plans for program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- r. Changes to staffing and staff responsibilities, if any
- s. Changes to contacts, if any
- t. Changes to subcontractors and subcontractor responsibilities, if any
- u. Number of customer complaints received
- v. Program Theory and Logic Model if not already provided in the program’s implementation plan, or if revisions have been made.

**2.6 Quarterly Reports** – Each Utility shall provide San Gabriel Valley COG a copy of its filed Quarterly Report within five (5) Business Days after filing with the Commission in accordance with the Agreement.

**3. Annual Reports**

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

**4. Reporting Terminology Definitions**

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

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

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

**Report Month** – The month for which a particular monthly report is providing data and information. For example, the report month for a report covering the month of July 2010, but prepared and delivered later than July 2010, would be July 2010.

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

**Program Element** – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach is not a single program element.)

**5. Measure Classification**

**Measure End-Use Classification**

Each energy efficiency measure reported should be classified into one of the following end-use categories

***Residential End Uses***

***Detailed End Use***

- Clothes Dryer
- Clothes Washer
- Consumer Electronics
- Cooking
- Dishwasher
- Other Appliance
- Building Shell
- Space Cooling
- Space Heating
- Interior Lighting
- Exterior Lighting
- Pool Pump

***Aggregated End Use***

- Appliances
- Appliances
- Consumer Electronics
- Cooking Appliances
- Appliances
- Appliances
- HVAC
- HVAC
- HVAC
- Lighting
- Lighting
- Pool Pump

Freezers	Refrigeration
Refrigeration	Refrigeration
Water Heating	Water Heating
Other (User Entered Text String Description)	Other

***Nonresidential End Uses***

***Detailed End Use***

***Aggregated End Use***

Building Shell	HVAC
Space Cooling	HVAC
Space Heating	HVAC
Ventilation	HVAC
Daylighting	Lighting
Interior Lighting	Lighting
Exterior Lighting	Lighting
Office Equipment	Office
Compressed Air	Process
Cooking	Process
Food Processing	Process
Motors	Process
Process Cooling	Process
Process Heat	Process
Process Steam	Process
Pumps	Process
Refrigeration	Refrigeration
Other (User Entered Text String Description)	Other

**Measure Market Sector/Market Segment Classification**

Where reports require market sector or market segment classification, the following classification scheme should be used.

<b><i>Market Sector</i></b>	<b><i>Market Segment</i></b>
Residential	NA
Single Family	NA
Multi Family	NA
Mobile Homes	NA
Nonresidential	NAICS CODE (greater than 2 digit not required)
Commercial	NAICS CODE (greater than 2 digit not required)
Industrial	NAICS CODE (greater than 2 digit not required)
Agricultural	NAICS CODE (greater than 2 digit not required)
Unknown	NA

# REPORT

DATE: November 21, 2019  
TO: Governing Board Delegates and Alternates  
FROM: Marisa Creter, Executive Director  
RE: **COMMITTEE/TAC/PARTNERSHIP AGENCY APPOINTMENTS**

## **RECOMMENDED ACTION**

Appoint the following members to standing SGVCOG Policy Committees, Technical Advisory Committees, and other partnership agency appointments:

- Public Works TAC: City of Baldwin Park
- Metro Service Sector: Ben Wong, non-elected
- Metro TAC: Frank A. Lopez (Monterey Park), Alternate
- Metro TAC Streets and Freeways Subcommittee: Robert Delgadillo (Azusa), Delegate

## **BACKGROUND**

The SGVCOG Bylaws provide for the creation of technical advisory committees (TACs) and policy committees to provide technical support and policy recommendations to the Governing Board. There are currently 5 policy committees (Transportation; Energy, Environment, and Natural Resources (EENR); Water; Homelessness and Capital Projects and Construction) and 4 TACs: the City Managers' TAC, the Planning TAC, the Transportation TAC and the Public Works TAC. The Bylaws also provide for the creation of a City Managers' Steering Committee, to aid and support to the full City Managers' TAC, the Governing Board, and/or the Executive Committee. The SGVCOG Bylaws allow for the creation of additional TACs and policy committees as needed. Additionally, the SGVCOG approves various appointments at partner agencies.

## **APPOINTMENTS**

Individuals that were interested in being appointed to any of the SGVCOG's committees/TACs and partner agencies are outlined in Table 1.

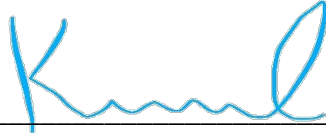
<b><u>SGVCOG Committees and TACs</u></b>	
Public Works TAC	<ul style="list-style-type: none"><li>• City of Baldwin Park</li></ul>
<b><u>SGVCOG Appointments to External Agencies</u></b>	
Metro Service Council	<ul style="list-style-type: none"><li>• Ben Wong, non-elected</li></ul>
Metro TAC	<ul style="list-style-type: none"><li>• Frank A. Lopez (Monterey Park), Alternate</li></ul>
Metro TAC Streets and Freeways Subcommittee	<ul style="list-style-type: none"><li>• Robert Delgadillo (Azusa), Delegate</li></ul>

**Table 1. SGVCOG Appointments**

# REPORT

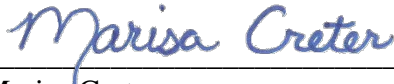
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Prepared by:



Katie Ward  
Senior Management Analyst

Approved by:



Marisa Creter  
Executive Director

# REPORT

**DATE:** November 21, 2019  
**TO:** Governing Board  
**FROM:** Marisa Creter, Executive Director  
**RE:** **STATE HOMELESS FUNDING AND MEASURE H INNOVATION FUNDS PROGRAMMING RECOMMENDATIONS**

## **RECOMMENDED ACTION**

Recommend that the Governing Board take the following actions:

1. Approve the recommended use of State Homeless Funds and Measure H Innovation Funds across the following programming categories, for submittal to the State and the County:

<b>Category</b>	<b>State Funds</b>	<b>Innovation Funds</b>	<b>TOTAL</b>
Regional Housing Trust (Capital)	\$1,000,000	\$350,000	<b>\$1,350,000</b>
Regional Housing Trust (Operations)	-	\$200,000	<b>\$200,000</b>
Cities' Homeless Plans (Implementation)	\$3,300,000	-	<b>\$3,300,000</b>
Cities' Homeless Plans (Development)	\$50,000	-	<b>\$50,000</b>
Landlord Education/Outreach and Incentive Program	\$400,000	-	<b>\$400,000</b>
Other Regional Work	\$400,000	-	<b>\$400,000</b>
Homelessness prevention and diversion programs	\$50,000	\$400,000	<b>\$450,000</b>
Pilot Programs	\$35,000	\$265,000	<b>\$300,000</b>
Master Leasing	\$100,000	\$250,000	<b>\$350,000</b>
Administration	\$290,000	\$76,876	<b>\$361,876</b>
<b>TOTAL</b>	<b>\$5,625,000</b>	<b>\$1,541,876</b>	<b>\$7,166,876</b>

2. Pending approval from oversight agencies (State and County), authorize SGVCOG staff to directly administer \$2,333,438 in funding to implement the following programs on a regional level:
  - Regional Housing Trust (\$1,550,000),
  - Cities' homeless plans sub-regional activities (\$200,000); and
  - Other regional work (including collaboration, advocacy, nonprofit capacity building, regional data projects and targeting messaging campaigns, technical assistance) (\$400,000).

3. Pending approval from oversight agencies (State and County), authorize staff to coordinate with the cities to develop a strategy (e.g. competitive or formula) to allocate \$4,833,438 in funding to cities for the following programs:
  - Cities' homeless plans (implementation) (\$3,100,000);
  - Cities' homeless plans (development) (\$50,000);
  - Landlord education/outreach and rental support (\$400,000);
  - Homeless prevention and diversion (\$450,000);
  - Pilot programs (\$300,000) and
  - Master leasing (\$350,000).
4. Authorize staff to allocate up to \$366,876 (5%) to be used for administrative costs split across admin lead and contracting agencies.
5. Authorize staff to undertake any associated procurements necessary to implement the programs described above.

## **BACKGROUND**

On June 27, 2019, Governor Newsom signed the 2019 Budget Trailer bill which contained \$5,625,000 in funding for homeless programs for the San Gabriel Valley to be administered by the SGVCOG. This funding was included at the request of Senator Rubio, and SGVCOG staff has been meeting with her office to reach concurrence about the programs that should receive funding through these monies.

On September 10, 2019, the County Board of Supervisors (BOS) approved a motion by Supervisors Barger and Solis directing the LA County Chief Executive Officer (CEO) to provide a framework for the allocation and administration of \$6,000,000 in Measure H funding for the County's Councils of Governments. The framework calls for an allotment of \$1,541,876 to the SGVCOG. That funding may be used for two Priority Areas: 1) increase supply of interim and permanent housing for people experiencing homelessness and 2) enhance County service systems for those experiencing or at-risk of homelessness. The COG convened in-person meetings and conference calls with cities throughout October to collect input on the potential uses of these funds and on the process for administering them.

Currently, these sources are both one-time funds. The SGVCOG anticipates that future funding will be dependent upon their successful use that demonstrates measurable assistance for those who are homeless or at-risk of homelessness. A key goal will be demonstrable outcomes that exceed current efforts in reducing homelessness relative to cost.

Below is a brief description of each program recommended for funding under the State and HI funding.

<b>Category</b>	<b>State Funds</b>	<b>Innovation Funds</b>	<b>TOTAL</b>
Regional Housing Trust (Capital)	\$1,000,000	\$350,000	<b>\$1,350,000</b>
Regional Housing Trust (Operations)	-	\$200,000	<b>\$200,000</b>
Cities' Homeless Plans (Implementation)	\$3,300,000	-	<b>\$3,300,000</b>
Cities' Homeless Plans (Development)	\$50,000	-	<b>\$50,000</b>
Landlord Education/Outreach and Incentive Program	\$400,000	-	<b>\$400,000</b>
Other Regional Work	\$400,000	-	<b>\$400,000</b>
Homelessness prevention and diversion programs	\$50,000	\$400,000	<b>\$450,000</b>
Pilot Programs	\$35,000	\$265,000	<b>\$300,000</b>
Master Leasing	\$100,000	\$250,000	<b>\$350,000</b>
Administration	\$290,000	\$76,876	<b>\$366,876</b>
<b>TOTAL</b>	<b>\$5,625,000</b>	<b>\$1,541,876</b>	<b>\$7,166,876</b>

*Regional Housing Trust (Capital)*

- State Funds: \$1,000,000
- HI Funds: \$350,000
- Total Funds: \$1,350,000
- Description of Activity: These funds would be administered by the San Gabriel Valley Regional Housing Trust (SGVRHT). The focus would be on projects that could be completed quickly to provide immediate assistance to homeless individuals and families as well as those at imminent risk of homelessness. Examples of potential project types to be funded could include rehabilitation of abandoned homes; development of vacant city-owned properties; rehabilitation of motels or apartments; or providing interim/crisis (shelter) housing.

*Regional Housing Trust (Operations)*

- State Funds: \$0
- HI Funds: \$200,000
- Total Funds: \$200,000
- Description of Activity: These funds would be administered by the SGVRHT and would be used for initial planning work and studies that would support the long-term viability of the Trust. These could include development of an initial housing pipeline of projects that are currently in development or underway – that could potentially be good candidates for SGVRHT Capital funding – and/or development of a financing strategy to support the SGVRHT.

*Cities' Homeless Plans (Implementation)*

- State Funds: \$3,300,000
- HI Funds: \$0
- Total Funds: \$3,300,000
- Description of Activity: These funds would allow for the implementation of

strategies included in cities' adopted homeless plans. These funds would emphasize funding flexibility and accessibility. Staff is recommending that there be no requirement for matching funds and that at least some of these funds be allocated to the cities via a formula that is agreed upon by the cities. In order to demonstrate results, staff is recommending that cities be required to incorporate data collection and performance metrics into their scopes of work.

*Cities' Homeless Plans (Development)*

- State Funds: \$50,000
- HI Funds: \$0
- Total Funds: \$50,000
- Description of Activity: These funds would be used to assist those cities that have not yet completed homelessness plans. Approximately one-third of the cities in the San Gabriel Valley have not yet developed homelessness plans, and a few of those cities have since expressed interest in doing so. This limited funding could be used to assist those cities in developing plans by providing a template, guidelines, and other technical assistance.

*Landlord Education/Outreach and Incentive Program*

- State Funds: \$400,000
- HI Funds: \$0
- Total Funds: \$400,000
- Description of Activity: These funds would be used to encourage landlords to rent to homeless or low-income individuals in order to increase the supply of units available to these individuals and families. Activities may include the following: holding an apartment until an eligible homeless household completes the documentation required to enter the housing; offering participating landlords reimbursement for short-term vacancies and minor unit repairs when they rent their home or apartment to a low-income renter with a housing voucher; workshops for landlords, realtors and property managers; and direct outreach to obtain rental units for those with Housing Choice Vouchers or VASH vouchers or other homeless or at-risk populations.

*Other Regional Work*

- State Funds: \$400,000
- HI Funds: \$0
- Total Funds: \$400,000
- Description of Activity: These funds would be used for various regional activities including advocacy, nonprofit capacity building, regional data projects, technical assistance and communications projects targeting specific subpopulations.

*Homeless Prevention and Diversion Programs*

- State Funds: \$50,000
- HI Funds: \$400,000
- Total Funds: \$450,000
- Description of Activity: These funds would be used for activities that prevent individuals and families from becoming homeless. Prevention activities may include housing relocation and stabilization services, short and medium-term rental assistance, rental arrearages, rental application fees, security deposits, advance

payment of the last month's rental, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, tenant legal services, and credit repair. Additionally, funding may be used for diversion training and certification.

*Pilot Programs*


- State Funds: \$35,000
- HI Funds: \$265,000
- Total Funds: \$300,000
- Description of Activity: These funds would be used as a small, competitively awarded pool of funds for pilot programs that implement innovative direct homeless solutions with demonstrable outcomes. Pilot projects would focus on data collection, performance metrics and replicability.


*Master Leasing*

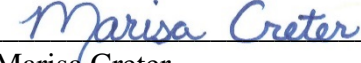
- State Funds: \$100,000
- HI Funds: \$250,000
- Total Funds: \$350,000
- Description of Activity: These funds would be used to provide funding to cities or experienced non-profit providers to master lease one or more motel or apartment units for use as crisis, interim, or transitional housing. In addition to the cost of the unit, the cost of outreach workers, security and services would be eligible expenses.

These recommendations were reviewed and supported by the SGVCOG Executive Committee and City Managers' Steering Committee. Once the proposed programming is approved by the Governing Board, staff will coordinate the County to develop an approved workplan for the HI funds. Staff is still gathering information regarding the administrative approval process for the State funding but will use the Board direction to guide any scopes of work or other guiding documents that are developed associated with that funding.

Additionally, staff anticipates bringing back to the Governing Board a proposed funding award strategy for the funds that will be distributed to cities (e.g. grants and direct allocation formulas) as well as an additional staffing needs associated with the work to be completed by the COG. The SGVCOG Contracts Manager will work with staff to develop procurement processes, including RFPs, procurement timelines, and scopes of work for any work that will require consultants.

Prepared by:   
Jan Cicco  
Regional Homelessness Coordinator

  
Caitlin Sims  
Principal Management Analyst

Approved by:   
Marisa Creter  
Executive Director



# REPORT

**DATE:** November 21, 2019

**TO:** Governing Board  
Executive Committee  
City Managers' Steering Committee

**FROM:** Marisa Creter, Executive Director

**RE:** **REGIONAL HOUSING TRUST FUND SETUP**

## **RECOMMENDED ACTIONS**

Recommend the Governing Board authorize the Executive Director to accept \$248,150 in funding and execute any necessary agreements to implement the set-up of the San Gabriel Valley Regional Housing Trust Fund.

## **BACKGROUND**

Several cities and city cohorts applied for Measure H funds under Los Angeles County's City Planning and Homeless Program to explore the feasibility of forming a housing trust fund. Their requested amounts are found in the table below.

<b>Cohort</b>	<b>Requested Amount</b>
Pomona, Claremont, and La Verne	\$50,000
Baldwin Park, El Monte, and South El Monte	\$376,420
South Pasadena	\$115,000

SB 751 (Rubio) authorized the creation of the San Gabriel Valley Regional Housing Trust Fund (SGVRHTF), which would allow the cities in the San Gabriel Valley Council of Governments to form a joint powers authority (JPA) for the purposes of funding the planning and construction of homeless, extremely low, very low, and low income housing, receive public and private financing and funds, and authorize and issue bonds. Governor Newsom signed SB 751 in October 2019.

To facilitate that effort, the SGVCOG has been holding negotiation meetings with interested cities in order to develop a joint powers agreement. The finalized joint powers agreement would be considered by each City Council in considering whether to join the JPA. Three negotiation meetings have been held so far, each one focused on a different topic: the agreement recitals, liability, and the operation, funding, and staffing for the SGVRHTF. Future meetings will focus on the powers of the JPA, board composition and membership, stakeholder priorities, and the final joint powers agreement. Staff from approximately 17 cities has attended these negotiation meetings. Staff is also undertaking stakeholder outreach.

Each of these cohorts have indicated that their intent is for this funding to be used towards the creation of the San Gabriel Valley Regional Housing Trust. The cohort of Pomona, Claremont, and La Verne were awarded funding and are in the process of executing the agreement with the County of Los Angeles. At its City Council meeting on October 20, 2019, the City of Pomona –

which is the lead applicant for that cohort's County funding – awarded a sole source contract to the SGVCOG related to its funding and authorized the City Manager to execute the contract award and other documentation. The County is currently modifying its agreement with the City of Pomona to allow for the City to subcontract with the SGVCOG rather than with a development firm. Once that change is completed, the SGVCOG will be able to execute an agreement with the City of Pomona.

While the County had previously indicated that it was not yet ready to award the funding to the Baldwin Park, El Monte, and South El Monte cohort or the City of South Pasadena, Homeless Initiative (HI) staff has now indicated that it is prepared to award \$208,150 in funding to these cities to support the regional effort. The proposed amount is based on a concept paper and budget that the SGVCOG had previously submitted to the County indicating the anticipated costs for the pre-organization planning and agency launch. These costs include the following elements:

- Staffing to manage and oversee the effort;
- Consultants to perform initial background research, identify best practices, conduct a needs assessment and assist in facilitating extensive stakeholder and community outreach;
- Legal fees to develop bylaws and other legal documents;
- Operating to fulfill day-to-day implementation activities;
- Administration for oversight, management, and fiscal controls.

The majority of this funding would be used for staff time and legal support.


HI staff has indicated that the remaining requested funding – in the amount of \$293,270 – would be included as a contingency in the contract(s) for the remaining funds and would be made available once a budget is submitted. The SGVRHT Negotiations Working Group discussed the proposed first-year operating budget at its negotiation meeting on November 6, and SGVCOG staff is working to finalize this additional budget.


The County has indicated that it will likely execute contracts with Baldwin Park – as the lead of the Baldwin Park, South El Monte, and El Monte cohort – and South Pasadena. The cities and the SGVCOG have requested that the contract be executed directly between the County and the SGVCOG, and the SGVCOG is awaiting direction as to whether that will be possible.

The SGVCOG Executive Committee and City Managers' Steering Committee reviewed and supported the recommendation to accept the \$248,150 in funding and execute any necessary agreements to implement the set-up of the San Gabriel Valley Regional Housing Trust Fund. If the Governing Board approves this recommendation, the SGVCOG will execute an agreement with the City of Pomona – on behalf of its cohort and will execute an agreement with the remaining parties to accept the funding.

# REPORT

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Prepared by:   
Caitlin Sims  
Principal Management Analyst

Approved by:   
Marisa Creter  
Executive Director



# REPORT

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DATE: November 21, 2019  
TO: Governing Board  
FROM: Marisa Creter, Executive Director  
RE: **CANCEL DECEMBER MEETING**

## **RECOMMENDED ACTIONS**

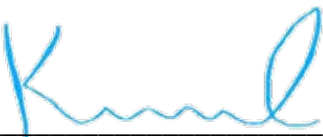
Adopt Resolution 19-48, taking the following actions:

- 1) Cancel the SGVCOG December 2019 Governing Board meeting and
- 2) Authorize the President, in consultation with the other officers, to act on the Governing Board's behalf by undertaking all actions that are necessary for the proper administration and operation of the SGVCOG and that cannot be delayed until the next Regular Meeting of the Governing Board.

## **BACKGROUND**

It is customary for the Governing Board to cancel its Regular Meeting for the month of December to encourage participation at other regional events. Between the regular Governing Board meetings, there may be actions that must be undertaken on behalf of the SGVCOG. In prior years, the Governing Board has authorized the President to undertake such actions as may be necessary, and which cannot be delayed until the next regularly scheduled meeting, after consulting with the other Officers. Additionally, the President retains the discretion to call a Special Meeting of the Governing Board as identified in Article III, Section B of the Bylaws.

Prepared by: \_\_\_\_\_



Katie Ward  
Senior Management Analyst

Approved by: \_\_\_\_\_



Marisa Creter  
Executive Director

## **ATTACHMENTS**

Attachment A – Resolution 19-48

**RESOLUTION NO. 19-48**

**RESOLUTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
CANCELLING THE REGULAR DECEMBER 2019 GOVERNING BOARD MEETING  
AND AUTHORIZING THE PRESIDENT TO UNDERTAKE NECESSARY ACTIONS**

**WHEREAS**, the San Gabriel Valley Council of Governments holds regular meetings to evaluate matters of importance to the SGVCOG and the San Gabriel Valley; and

**WHEREAS**, Governing Board Representatives and Alternate Governing Board Representatives perform essential duties for the SGVCOG by their attendance at the regular scheduled meetings of the Governing Board; and

**WHEREAS**, regular meetings of the Governing Board are held on the third Thursday of every month at 5:30 PM at the Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Drive, Monrovia, California 91016); and

**WHEREAS**, the San Gabriel Valley Council of Governments member agencies host several events that benefit their local communities during the month of December and that require the attendance of Governing Board representatives and alternates, making it difficult for a quorum of Governing Board members to attend the December meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board hereby takes the following actions:

1. Cancels SGVCOG December 2019 Governing Board meeting
2. Authorizes the President, in consultation with the other officers, to act on the Governing Board's behalf by undertaking all actions that are necessary for the proper administration and operation of the SGVCOG and that cannot be delayed until the next Regular Meeting of the Governing Board.

**PASSED AND ADOPTED** by the Governing Board of San Gabriel Valley Council of Governments, in the County of Los Angeles, State of California, on the 21<sup>st</sup> day of November 2019.

San Gabriel Valley Council of Governments

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Cynthia Sternquist, President

Resolution No. 19-48

Page 2 of 3

Attest:

I, Marisa Creter, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that Resolution 19-48 was adopted at a regular meeting of the Governing Board held on the 21st day of November 2019 by the following vote:

<b>AYES:</b>	
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	

\_\_\_\_\_  
Marisa Creter, Secretary



# REPORT

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DATE: November 21, 2019  
TO: Governing Board  
FROM: Marisa Creter, Executive Director  
RE: **2019 LEGISLATIVE PLATFORM ACCOMPLISHMENTS**

## **RECOMMENDED ACTION**

For information.

## **BACKGROUND**

The SGVCOG state and federal legislative program adopted in March 2019 was intended to advance objectives in the core policy areas of water, transportation, homelessness, energy and the environment, consistent with the adopted Strategic Plan. SGVCOG made significant progress on and/or achieved numerous legislative objectives over the course of this calendar year, while other objectives remain under consideration. The presentation (Attachment A) to accompany this report will review the status of the SGVCOG 2019 legislative objectives while the policy committees are reviewing and will be recommending 2020 legislative objectives for adoption by the Governing Board.

Prepared by: Paul R. Hubler  
Paul Hubler  
Director of Government and Community Relations

Approved by: Marisa Creter  
Marisa Creter  
Executive Director

## **ATTACHMENTS**

Attachment A - 2019 State and Federal Legislative Accomplishments Presentation

Attachment A

## 2019 State & Federal Legislative Accomplishments

### SGVCOG State & Federal Legislative Accomplishments

**Background:**

- The SGVCOG legislative program adopted in March 2019 was intended to advance objectives in the core policy areas of water, transportation, homelessness, energy and the environment, consistent with the adopted Strategic Plan.
- SGVCOG made significant progress on and/or achieved numerous legislative objectives during this year.
- Policy committees are reviewing and will be recommending 2020 legislative objectives for adoption by the Governing Board.

## SGVCOG State & Federal Legislative Accomplishments

### Water

Goal (State)	Outcome
Direct adoption of state Financial Capability Assessment guidelines for MS4 permittees	<b>COG sponsored AB 1093</b> (Rubio); bill passed Legislature with one “no” vote; vetoed by Governor
Approach state product stewardship council to develop a state tire fee to fund stormwater mitigation / compliance	<b>COG sponsored AB 755</b> (Holden) to increase state tire fee by \$1.50 to fund efforts to remediate zinc contaminants from tire wear in stormwater runoff; held on Assembly floor as 2-year bill

## SGVCOG State & Federal Legislative Accomplishments

### Water (continued)

Goal (State)	Outcome
Establish reasonable timelines for compliance with new drinking water standards	Supported AB 1204 (Rubio), legislation sponsored by ACWA to establish three-year delay in drinking water standards; 2-year bill held in Assembly policy committee
Advocate water right assignment to MS4 agencies for new infiltrated water	Concept presented, no legislation introduced
Require stormwater capture for state-funded projects	Concept presented; bill language drafted, not selected for introduction
Advocate for experienced SGV appointees to Regional Water Board	Continue to monitor appointment opportunities

## SGVCOG State & Federal Legislative Accomplishments

Transportation	
Goal (State & Federal)	Outcome
Advocate for grants & legislative funding opportunities for SGV projects/programs	<ul style="list-style-type: none"> <li>• <b>Awarded \$126m in Measure M to Foothill Gold Line</b></li> <li>• <b>Secured \$15m in state grant funds for ACE projects</b></li> <li>• Opposed SB 498 (Hurtado), diverting ACE funding</li> <li>• Submitted/supported federal applications for ACE &amp; SR 57-60</li> <li>• Secured commitment to allow Prop 1B savings recycling</li> <li>• Commented on revised state freight program guidelines</li> </ul>
Pursue goals with coalitions / legislators	<ul style="list-style-type: none"> <li>• Supported revival of SGV State Legislative Caucus</li> <li>• Advocated through Mobility 21, Coalition for America's Gateways and Trade Corridors &amp; SGVEP</li> <li>• Participated in Southern California Legislative Roundtable</li> </ul>
Expedited project planning/delivery	Advocated for Mobility 21/CAGTC platforms to include goal

## SGVCOG State & Federal Legislative Accomplishments

Homelessness/Housing	
Goal (State)	Outcome
Allocate state funding directly to city programs	<ul style="list-style-type: none"> <li>• <b>Senator Rubio secured \$5.6 million in FY 2019-20 for COG housing / homelessness initiatives</b></li> <li>• Direct-to-city allocation concept under consideration</li> <li>• COG opposed/requested amendments to SB 48 (Wiener), SB 330 (Skinner), AB 302 (Berman), SB 592 (Wiener) due to local control impacts</li> </ul>
Support establishment of SGV housing trust	<b>COG sponsored SB 751</b> (Rubio) to establish the SGV Regional Housing Trust; bill passed Legislature w/unanimous support and was signed by the Governor
Amend "gravely ill" to include inability to prevent death	<ul style="list-style-type: none"> <li>• Concept presented, no legislation introduced</li> <li>• COG supported AB 1275 (Santiago), outreach teams to focus on substance abuse/mental illness treatment</li> </ul>

## SGVCOG State & Federal Legislative Accomplishments

### Energy/Environment/Natural Resources

Goal (State)	Outcome
Energy: maintain affordability/supply; encourage efficiency, conservation, "net zero," financing tools	COG continues participation in Energy Wise partnership & Southern California Regional Energy Network
Open Space: Support preservation, SGV conservancies & compact & in-fill development	<ul style="list-style-type: none"> <li>Supported Prop 68/Prop 1 funded projects, such as Duck Farm, Emerald Necklace, East Fork</li> </ul>

## SGVCOG State & Federal Legislative Accomplishments

### Energy/Environment/Natural Resources, continued

Goal	Outcome
Solid waste: Support diversification strategies; use of incentives, not mandates; avoid duplicative or contradictory legislation	<ul style="list-style-type: none"> <li>Supported AB 1500 (Carrillo), local enforcement action under hazardous substance permits</li> <li>Submitted rule-making comments re SB 212 and SB 1383</li> </ul>

## SGVCOG State & Federal Legislative Accomplishments

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS BILL SUMMARY					
Bill No.	Author	Topic	Summary	COG Position	Status
HR 1497	DeFazio / Napolitano	Water	Authorize funding levels for federal clean water programs at more than \$20 billion over five years	Support	In House
AB 302	Berman	Homeless	Permit homeless students to sleep in their cars on community college campuses	Oppose	Held in Senate
AB 377	E. Garcia / Mayes	Home Enterprises	Allow counties to regulate home kitchen microenterprises	Oppose unless amended	Signed by Governor
AB 516	Chiu / Santiago	Vehicle Towing	Restrict when vehicles can be towed/impounded for delinquent traffic tickets and other causes	Oppose	Held in Senate
AB 755	Holden	Stormwater	Establish a stormwater zinc mitigation fund with a \$1.50 increase in the state tire fee	<b>SPONSOR</b>	In Assembly

## SGVCOG State & Federal Legislative Accomplishments

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS BILL SUMMARY (continued)					
Bill No.	Author	Topic	Summary	COG Position	Status
AB 1093	Rubio	Stormwater	Require issuance of state Financial Capability Assessment guidelines for MS4 stormwater permittees	<b>SPONSOR</b>	Vetoed
AB 1204	Rubio	Water	Require three-year delay in effective date of newly adopted drinking water standards	Support	In Assembly
AB 1275	Santiago	Homeless	Establish homeless outreach teams pilot program	Support	Held on Senate floor
AB 1500	Carrillo	Hazardous Substances	Authorize local enforcement actions under hazardous substance permits	Support	Held in Senate
SB 48	Wiener	Homeless	Expedite local approvals of homeless service centers/shelters	Request amendmts	Held in Senate
SB 205	Hertzberg	Water	Require water pollution discharge compliance as condition of business licensing	Oppose unless amended	Signed by Governor

## SGVCOG State & Federal Legislative Accomplishments

### SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS BILL SUMMARY (continued)

Bill No.	Author	Topic	Summary	COG Position	Status
SB 330	Skinner	Housing	Temporarily restrict local discretion in housing development approval process	Oppose	To Governor
SB 414	Caballero	Water	Require consolidation of failing water systems in order to facilitate provision of clean drinking water	Support	Held in Assembly
SB 498	Hurtado	Funding	Divert Prop 1B project saving funds from ACE to new railroad program	Oppose	Held in Assembly
SB 592	Wiener	Housing	Require permit streamlining for housing development	Oppose	In Assembly
SB 669	Caballero	Water	Authorize a safe drinking water fee and fund to treat and remove contaminants	Support	Held in Senate
SB 751	Rubio	Homeless	Establish the San Gabriel Valley Regional Housing Trust	<b>SPONSOR</b>	Signed by Governor