



AGENDA AND NOTICE OF THE REGULAR MEETING OF THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS GOVERNING BOARD

OCTOBER 19, 2017 - 6:00 P.M.

**Upper San Gabriel Valley Municipal Water District Office
602 E. Huntington Drive, Suite B, Monrovia, California 91016**

SGVCOG Officers

President
Cynthia Sternquist

1st Vice President
Margaret Clark

2nd Vice President
Joe Lyons

3rd Vice President
Becky Shevlin

Members

Alhambra

Arcadia

Azusa

Baldwin Park

Bradbury

Claremont

Covina

Diamond Bar

Duarte

El Monte

Glendora

Industry

Irwindale

La Cañada Flintridge

La Puente

La Verne

Monrovia

Montebello

Monterey Park

Pasadena

Pomona

Rosemead

San Dimas

San Gabriel

San Marino

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina

*First District, LA County
Unincorporated Communities*

*Fourth District, LA County
Unincorporated Communities*

*Fifth District, LA County
Unincorporated Communities*

SGV Water Districts

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 6:00 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.sgvco.org. Copies are available via email upon request (sgv@sgvco.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.

CITIZEN 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

LIAISON REPORTS

10 MINUTES

6. Gold Line Foothill Extension Construction Authority
7. San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
8. Southern California Association of Governments
9. League of California Cities
10. San Gabriel Valley Economic Partnership
11. South Coast Air Quality Management District

CLOSED SESSION

10 MINUTES

12. PUBLIC EMPLOYMENT: Title: Executive Director pursuant to California Government Code section 54957
CONFERENCE WITH LABOR NEGOTIATORS: Agency designated representatives: Kim Barlow, Richard D. Jones, Dominic Lazzaretto, Tony Ramos, Brian Saeki, and Chris Jeffers; Unrepresented employee: Executive Director pursuant to California Government Code section 54957.6.

PRESENTATION

15 MINUTES

13. California Voting Rights Act – Kim Barlow, Jones & Mayer - Page 1
Recommended Action: For information only.

CONSENT CALENDAR

5 MINUTES

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

14. Governing Board Meeting Minutes – Page 3
Recommended Action: Adopt Governing Board minutes.
15. Monthly Cash Disbursements/Balances/Transfers – Page 9
Recommended Action: Approve Monthly Cash Disbursements/Balances/Transfers.
16. ACE Monthly Report – Page 11
Recommended Action: Receive and file.
17. Committee Attendance – Page 13
Recommended Action: Receive and file.
18. Committee Meeting Times – Page 23
Adopt Resolution 17-32 updating the regular meeting times for committees.

ACTION ITEMS

60 MINUTES

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

19. 4th Amendment to the Joint Powers Authority (JPA) – Page 27
Recommended Action: Approve draft revised Joint Powers Authority Agreement and authorize submission of the draft to Member Agencies for consideration.
20. 9th Amendment to the SGVCOG Bylaws – Page 45
Recommended Action: Review and provide direction to staff.
21. FY 2017-18 Budget Amendment #1 – Page 63
Recommended Action: Adopt Resolution 17-33 approving Amendment #1 to FY 2017-18 budget.

22. Ad Hoc Legislative Committee – Page 71
Recommended Action: dissolve the Legislative Ad Hoc Committee, and direct staff to monitor select legislation that does not fall within the sphere of one of the SGVCOG Policy Committees and report out to the Executive Committee.
23. Memorandums of Agreement (MOAs) with the City of Los Angeles and Other Participating Cities for Administration of Contracts related to the Coordinated Integrated Monitoring Program (CIMP) for the Upper Los Angeles River (ULAR) Enhanced Watershed Management Plan (EWMP) – Page 75
Recommended Action: Authorize Executive Director to execute MOAs with participating cities to administer contracts related to the ULAR CIMP.

PRESIDENT’S REPORT **5 MINUTES**
EXECUTIVE DIRECTOR’S REPORT **5 MINUTES**

24. Update on SGVCOG/ ACE Integration – Page 127
Recommended Action: For information only.

GENERAL COUNSEL’S REPORT **5 MINUTES**
COMMITTEE REPORTS **10 MINUTES**

25. Transportation Committee
26. Homelessness Committee
27. Energy, Environment and Natural Resources Committee
28. Water Committee

PROJECT REPORTS **5 MINUTES**

29. The ACE Project
30. San Gabriel Valley Energy Wise Partnership

BOARD MEMBER ITEMS
ANNOUNCEMENTS
ADJOURN

REPORT

DATE: October 19, 2017
TO: Governing Board
FROM: Marisa Creter, Interim Executive Director
RE: **CALIFORNIA VOTING RIGHTS ACT**

RECOMMENDED ACTION

For information.

BACKGROUND

In 2002, the California Voting Rights Act, S.B. 976, was signed into law. The Act makes fundamental changes to minority voting rights law in California. As of January 1, 2003, the California Voting Rights Act (“CVRA”) alters established paradigms of proof and defenses under the federal Voting Rights Act, thus making it easier for plaintiffs in California to challenge allegedly discriminatory voting practices. The consequences of this legislation have obligated cities and special districts to reconsider current at-large and from-district electoral systems.

At-large systems are those in which each member of the governing board is elected by all the voters in the jurisdiction. Most jurisdictions in California, especially smaller jurisdictions, have at-large electoral systems. “From-district” elections differ from at-large systems only in that they require each member of the governing board to live within a particular district. Each of these variations is equally vulnerable to challenge if the minority plaintiffs can show that racially-polarized voting undercuts their ability to elect or influence the election of minority-preferred candidates. Features that might cause plaintiffs to scrutinize a city or special district as a potential target for a CVRA challenge include a history of electoral losses by minority candidates or a history of unresolved issues disproportionately affecting the minority community (e.g., affordable housing, street and sidewalk maintenance, juvenile crime, etc.), coupled with a significant proportion of the population that are ethnic or racial minorities.

Kim Barlow, SGVCOG Assistant General Counsel, will give an informational presentation on the CVRA.

Prepared by: _____


Katie Ward
Management Analyst

Approved by: _____


Marisa Creter
Interim Executive Director



SGVCOG Governing Board Unapproved Minutes

Date: September 21, 2017,

Time: 6:00 PM

Location: USGVMWD (602 E. Huntington Drive, Monrovia)

PRELIMINARY BUSINESS

1. Call to Order
President Cynthia Sternquist called the meeting to order at 6:10 p.m.

2. Pledge of Allegiance
R. Barbosa led the pledge.

3. Roll Call
A quorum was in attendance.

Governing Board Members Present

Alhambra	Barbara Messina
Arcadia	Sho Tay
Azusa	Angel Carrillo
Claremont	Joe Lyons
Covina	Peggy Delach
Diamond Bar	Nancy Lyons
Duarte	John Fasana
El Monte	Victoria Martinez
Glendora	Judy Nelson
La Puente	Dan Halloway
La Verne	Tim Hepburn
Monrovia	Becky Shevlin
Montebello	Jack Hadjinian
Monterey Park	Teresa Real Sebastian
Pomona	Tim Sandoval
Rosemead	Margaret Clark
San Dimas	Denis Bertone
Sierra Madre	John Capoccia
South Pasadena	Michael Cacciotti
Temple City	Cynthia Sternquist
West Covina	James Toma
LA County District 5	Debra Mendelsohn
LA County District 1	Rachel Barbosa
Water Districts	Anthony Fellow

Absent

Bradbury
Baldwin Park
Industry
Irwindale
La Canada Flintridge
Pasadena
San Gabriel
South El Monte
San Marino
Walnut
LA County District 4

SGVCOG Staff

Phil Hawkey, Executive Director
Marisa Creter, Assistant Executive Director
Dick Jones, General Counsel
Stefanie Hernandez, Staff
Eric Wolf, Staff
Christian Cruz, Staff

4. Public Comment
J. Torres SCE spoke on clean energy space.
M. Cacciotti spoke on AQMD grant program.

5. Changes to Agenda Order
No changes to the Agenda.

CLOSED SESSION

6. PUBLIC EMPLOYMENT: Title: Executive Director pursuant to California Government Code section 54957
 CONFERENCE WITH LABOR NEGOTIATORS: Agency designated representatives: Phil Hawkey, Richard D. Jones, Dominic Lazzaretto, Tony Ramos, Brian Saeki, and Chris Jeffers; Unrepresented employee: Executive Director pursuant to California Government Code section 54957.6.
 There was no reportable action for this item.

CONSENT CALENDAR

7. Governing Board Meeting Minutes
Recommended Action: Adopt Governing Board minutes
8. Monthly Cash Disbursements/Balances/Transfers
Recommended Action: Approve Monthly Cash Disbursements/Balances/Transfers.
9. ACE Monthly Report
Recommended Action: Receive and file.
10. Committee Attendance
Recommended Action: Receive and file.
11. Committee Appointments
Recommended Action: Appoint the following members to SGVCOG Committees:
- *Water Policy Committee: City of West Covina*
 - *Greenway Network TAC: County of Los Angeles, Arcadia, Azusa, Baldwin Park, Covina, Duarte, El Monte, Glendora, La Canada Flintridge, La Verne, Monrovia, Pomona, Rosemead, San Dimas, San Gabriel, Temple City, and West Covina.*
12. Treasurer’s Report
Recommended Action: Receive and file.
13. Executive Director Recruitment
Recommended Action: Authorize President to execute agreement with Executive Search Firm selected by Ad Hoc Committee (Barbara Messina and John Fasana), in a form approved by General Counsel in the amount of NTE \$25,000.

There was a motion to approve consent calendar items 7-13. Item 14 was moved to action (M/S: D. Bertone/T. Hepburn).

[Motion Passed]

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

ACTION ITEMS

14. Interim Executive Director Contract
There was a motion to approve contract with Marisa Creter to serve as Interim Executive Director.
(M/S: J. Fasana /T. Hepburn).

[Motion Passed]

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

15. Amendment to Legal Services Contract
Kim Barlow recused herself during the discussion of this item.

**There was a motion to approve amendment to contract with Jones & Mayer for an amount not to exceed \$50,000 for work associated with the ACE/COG integration (M/S: N. Lyons /P. Delach).
[Motion Passed]**

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

16. SGVCOG Financial Policies – Temporary Modification to Approval Process for Purchases and Invoice Approvals

**There was a motion to adopt Resolution 17-30 approving a temporary modification to approval process for purchases and invoice approvals (M/S: T. Hepburn/ D. Mahmud).
[Motion Passed]**

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

17. Contract for Metro Board of Director Support Services

**There was a motion to approve a new contract with Mary Lou Echernach for Metro Board support services.
(M/S: T. Hepburn /P. Delach).**

[Motion Passed]

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

18. Contract with LA County for Measure H/ Homelessness Funding

There was a motion to authorize Executive Director to execute contract with County of Los Angeles to provide \$158,000 in funding to support Measure H and Homeless Initiative implementation (M/S: D. Mahmud/T. Hepburn).

[Motion Passed]

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

19. FY 2016-17 4th Quarter Financial Report

There was a motion to receive and file the 4th Quarter Financial Report (M/S: D. Mahmud/B. Messina).

[Motion Passed]

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

20. SB 242 (Skinner)

There was a motion to adopt Resolution 17-31 to support SB 242 (Skinner) (M/S: P. Delach /T. Hepburn).

[Motion Passed]

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

PRESIDENT’S REPORT

EXECUTIVE DIRECTOR’S REPORT

21. Update on SGVCOG/ ACE Integration
 Phil Hawkey reported on this item

GENERAL COUNSEL’S REPORT

22. Draft Revision to Joint Powers Authority
Kim Barlow reported on this item.
23. Draft Revision to Bylaws
Kim Barlow reported on this item.

COMMITTEE REPORTS

Transportation Committee

J. Fasana reported on this item.

Homelessness Committee

C. Cruz reported on this item.

Energy, Environment and Natural Resources Committee

D. Bertone reported on this item.

Water Committee

D. Mahmud presented on this item.

Ad Hoc Legislative Committee

C. Cruz reported on this item

PROJECT REPORTS

The ACE Project

P. Hubler reported on freight grant program.

San Gabriel Valley Energy Wise Partnership

M. Creter reported on this item.

LIAISON REPORTS

Gold Line Foothill Extension Construction Authority

No report given

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy

D. Bertone reported on this item.

Southern California Association of Government

A. San Miguel reported on this item.

San Gabriel Valley Economic Partnership

No report given.

South Coast Air Quality Management District

No report given.

BOARD MEMBER ITEMS

ANNOUNCEMENTS

A. Fellows announced the upcoming Upper District Water Fest.

ADJOURN

President Cynthia Sternquist adjourned the meeting in memory of Lou Costanzo at 8:50 p.m.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
Selected Asset Account Balances
As of September 30, 2017

Account Name	Balance 8/31/2017	Increase	Decrease	Net Change	Balance 9/30/17
CBB - Checking	\$ 934,708	\$ 49,614	\$ 127,071	\$ (77,457)	\$ 857,250
CBB- 242-034-325 CD	\$ 55,562	\$ 14		\$ 14	\$ 55,576
CBB - 2766 Savings	\$ 1,588	\$ 0		\$ 0	\$ 1,588
CBB -242-034-953 CD	\$ 54,796	\$ 14		\$ 14	\$ 54,810
Petty Cash	\$ 400			\$ -	\$ 400
LAIF	\$ 230,363			\$ -	\$ 230,363
LAIF Maket Value	\$ 86			\$ -	\$ 86
Member Receivable	\$ 168,277			\$ -	\$ 168,277
Grants/Contracts Receivable	\$ 99,625	\$ 27,837	\$ 41,797	\$ (13,960)	\$ 85,665
Sponsorships Receivable	\$ 6,525	\$ 15,100	\$ 5,000	\$ 10,101	\$ 16,626
Rental Deposits Receivable	\$ 215			\$ -	\$ 215
Receivables - Other	\$ -	\$ 6,711	\$ 466	\$ 6,246	\$ 6,246
	<u>\$ 1,552,144</u>	<u>\$ 99,290</u>	<u>\$ 174,333</u>	<u>\$ (75,043)</u>	<u>\$ 1,477,102</u>

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Disbursements Report

September 2017

Transaction Date	Number/Reference	Vendor Name	Description	Amount
9/1/2017	EFT	Paychex	Payroll Period Ending 9/01/17	26,766.27
9/5/2017	9505	Alameda Corridor East Constr	Reimbursement for CALPERS (PE 09/01/17)	2,529.04
9/5/2017	9506	Vantagepoint Transfer Agents	ICMA-457 Payment (PE 09/01/17)	88.46
9/5/2017	9507	Eric Wolf	Mileage Reimbursement - Jun'17 to Aug'17	109.43
9/5/2017	9508	Kelsey Zurcher	Mileage Reimbursement - Aug'17	72.60
9/5/2017	9509	Peter Duyshart	Mileage Reimbursement - Aug'17	84.00
9/5/2017	9510	The Print Spot	Prints for General Assembly	619.38
9/5/2017	9511	Nicholas Ryu	Mileage Reimbursement - Aug'17	87.95
9/5/2017	9512	Jake Stotz	Mileage Reimbursement - Aug'17	27.50
9/7/2017	9513	Wesley Smith	Adjustment for Paychex error PE 9/01/17	\$465.77
9/12/2017	9514	Image IV Systems	Copy Machine Rental - Sep'17	\$575.08
9/12/2017	9515	Jones & Mayer	Retainer-Legal Services for Aug'17	\$2,083.33
9/12/2017	9516	Kaiser Permanente Health Pla	Dues for Oct'17	\$377.19
9/12/2017	9517	Day One	SCAG 2017	\$10,000.00
9/12/2017	9518	Deb Raupp Consulting	Organizational Climate Interviews	\$7,875.00
9/12/2017	9519	Michael Claproth	Mileage Reimbursement - Aug'17	\$92.13
9/15/2017	EFT	Paychex	Payroll Period Ending 9/15/17	\$22,373.29
9/15/2017	EFT	Paychex	Payroll Processing Fee Sep'17	\$50.00
9/19/2017	9520	Alameda Corridor East Constr	Reimbursement for CALPERS (PE 09/15/17)	\$2,336.28
9/19/2017	9521	Alliant	Special Liability Insurance (9/1/17-9/1/18)	\$4,486.31
9/19/2017	9522	Athena Parking (Alhambra)	(2) Validation booklets	\$200.00
9/19/2017	9523	Elite-TRC-Alhambra Community	Monthly Rent - Oct'17	\$6,198.45
9/19/2017	9524	Vantagepoint Transfer Agents	ICMA-457 Payment (PE 09/15/17)	\$88.46
9/19/2017	9525	State of California Departme	Fingerprints fee	\$64.00
9/19/2017	CITIBANKPY	Citi Card	Citi Card Payment	\$4,027.38
9/22/2017	EFT	Spectrum Business	Internet Provider	\$125.00
9/26/2017	9526	Philip A. Hawkey	Expenses Reimbursement - 8/28/17-9/25/17	\$153.69
9/26/2017	9527	PLIC-SBD GRAND ISLAND	Dues for Oct'17	\$208.72
9/29/2017	EFT	Paychex	Period Period Ending 9/29/17	34,906.63
Total September 2017 Disbursements				\$ 127,071.34



Alameda Corridor-East Construction Authority

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

MEMO TO: SGVCOG Governing Board Members & Alternates

FROM: Juli Costanzo, Chair

DATE: October 10, 2017

SUBJECT: Monthly Report

The following are items of note since the last meeting:

Trade Corridor Grant Program – ACE staff is participating in the development of guidelines for the California Trade Corridor Enhancement Program. The draft guidelines are scheduled to be adopted this month, with applications due in January 2018. The California Transportation Commission will award nearly \$1.3 billion in new federal and state freight funds through a discretionary grant program targeted at infrastructure improvements along corridors with high volumes of freight movement.

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

- Conducted ongoing community outreach and support activities for the San Gabriel Trench, Puente Avenue, Fairway Drive and Fullerton Road grade separation projects.

Governing Board Attendance

	2017						2018					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra	D	D	D									
Arcadia	D	D	D									
Azusa	D	D	D									
Baldwin Park		D										
Bradbury		D										
Claremont	D	D	D									
Covina	D	D	D									
Diamond Bar	D	A	D									
Duarte	D	D	D									
El Monte	D		D									
Glendora	D	D	D									
Industry												
Irwindale												
La Canada Flintridge		D										
La Puente		D	D									
La Verne	D	D	D									
Monrovia	D	D	D									
Montebello	D		D									
Monterey Park	D	D	D									
Pasadena	D	D										
Pomona	D		D									
Rosemead	D	D	D									
San Dimas	D	D	D									
San Gabriel	D	A										
San Marino												
Sierra Madre	D	A	D									
South El Monte	D											
South Pasadena	D	A	D									
Temple City	D	D	D									
Walnut		D										
West Covina	D	D	D									
LA County District 1	D		D									
LA County District 4		D										
LA County District 5	D	D	D									
SGV Water Agencies	D	D	D									

Major Action Items and Presentations

July

- AB 1645 (Rubio)
- LACCE JPA
- Metro Open Streets Grant Program

August

- Salary Resolution
- ACE/SGVCOG Integration

September

- Interim Executive Director Contract
- Amendemnt to Legal Services
- Financial Policies Modification
- Contract for Metor Board Support Services
- Measure H Homelessness Funding Contract
- 4th Quarter Financial Report
- SB 242
- JPA and Bylaws Update

Transportation Committee Attendance

	2017						2018					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra												
Claremont	✓											
Diamond Bar	✓											
Duarte	✓											
El Monte	✓											
Glendora												
La Canada Flintridge												
LA County District 1	✓											
LA County District 5	✓											
San Gabriel	✓											
South El Monte												
South Pasadena												
Temple City	✓											
Walnut												

Agenda Topics

July

- Transit Open Space Access
- Ramona Corridor Electric Bus Rapid Transit
- Metro Open Streets

EENR Committee Attendance

	2017						2018					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Claremont	✓		✓									
Duarte	✓		✓									
Glendora												
Rosemead	✓		✓									
San Dimas	✓		✓									
Sierra Madre	✓											
South Pasadena	✓		✓									
West Covina			✓									

Agenda Topics

July

US DOT Improve Access to ANF

August

Jeff Seymour Family Center Tour

Homelessness Committee Attendance

	2017						2018					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Baldwin Park	✓											
Claremont	✓											
Covina												
Monrovia	✓											
Pasadena												
Pomona	✓											
Rosemead	✓											
West Covina												
LA County Dist 1												
Water Districts												

Agenda Topics

July

SB 2 Best Practices Guide

Sheriffs First Responder Homeless Training

Water Policy Committee

	2017						2018					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Claremont	✓		✓									
Diamond Bar	✓		✓									
Glendora	✓		✓									
Monrovia			✓									
Rosemead												
Sierra Madre	✓		✓									
South Pasadena	✓		✓									

Agenda Topics

July (Joint Meeting with Water TAC)

- AB 1180 (Holden)
- Drought Response legislation
- HR 465, HR 2510
- State Audit

Aug (dark)

Sept

- IIP presentation
- TAC election for Chair
- SGV Caucus update
- WOTUS update
- Water Resilience update
- ULAR CIMP overview

City Managers' Steering Committee Attendance

	2017						2018					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Arcadia	✓	✓	✓	✓								
Alhambra		✓	✓	✓								
Baldwin Park	✓		✓	✓								
Claremont	✓	✓	✓	✓								
Covina		✓	✓	✓								
Duarte	✓	✓	✓	✓								
Glendora	✓	✓	✓									
La Verne		✓	✓	✓								
Monrovia												
Pomona	✓		✓	✓								
San Dimas		✓	✓									
Temple City			✓	✓								
West Covina	✓	✓		✓								

Agenda Topics

July

- Office Lease
- SGVEP Contract
- Open Streets
- Salary Resolution
- Metro Support Contract

August

- ULAR CIMP
- Salary Resolution
- ACE Ad Hoc Report
- Homelessness Planning Grants

September

- SGVCOG Financial Policies
- ULAR CIMP
- Metro Support Contract
- Homelessness Coordinator Contract
- Raupp Consulting Contract
- ACE/COG Integration
- Treasurer's Report
- LA County Blue Ribbon Commission

October

- 4th Amendments of the JPA
- 9th Amendment of Bylaws
- Budget Amendment
- ACE MOU

Planning TAC Attendance

	2017						2018					
	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												
LaVerne			✓									
Monrovia		✓	✓									
Monterey Park			✓									
Pasadena												
Pomona												
Rosemead			✓									
San Dimas		✓	✓									
San Gabriel		✓	✓									
Sierra Madre		✓	✓									
South Pasadena												
Temple City			✓									
Walnut												
West Covina												

Agenda Topics

August

- Measure H, Homelessness
- ACE/COG Integration

September

- LA County Cannabis Regulation, Mansionization
- Caltrans Sustainable Transportation Planning Grant
- ACE/COG Integration, General Assembly

Public Works TAC Attendance

	2017						2018					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Arcadia		✓										
Azusa		✓	✓									
Claremont		✓										
Diamond Bar		✓	✓									
El Monte		✓	✓									
Irwindale		✓										
Monrovia		✓	✓									
Pasadena			✓									
Pomona		✓	✓									
San Dimas		✓	✓									
Temple City		✓	✓									
West Covina		✓	✓									
LA County		✓	✓									

Agenda Topics

August

- SB1
- ITS Architecture Upgrade
- ACE/COG Integration
- General Assembly

September

- Tour of SCE EOC
- ACE/COG Integration
- General Assembly
- SB 1 Sustainable Communities Grant

Water TAC Attendance

	2017						2018					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra			✓									
Arcadia	✓											
Bradbury			✓									
Covina			✓									
Monrovia	✓		✓									
Sierra Madre			✓									
LA County DPW	✓		✓									
Upper San Gabriel Valley Municipal Water District	✓		✓									
<i>Ex-Officio</i>												
Foothill MWD												
LA County Sanitation Districts	✓		✓									
Main San Gabriel Basin Watermaster	✓		✓									

Agenda Topics

July

- AB 1180 (Holden)
- Drought Response legislation
- HR 465, HR 2510
- State Audit

Aug (dark)

Sept

- IIP presentation
- TAC election for Chair
- SGV Caucus update
- WOTUS update
- Water Resilience update
- ULAR CIMP overview

REPORT

DATE: October 19, 2017
TO: Governing Board
FROM: Marisa Creter, Interim Executive Director
RE: **COMMITTEE MEETING TIMES**

RECOMMENDED ACTION

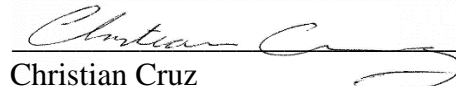
Adopt Resolution 17-32 updating the committee meeting dates and times.

BACKGROUND

In 2013, the Governing Board adopted a practice of affirming via resolution Governing Board, Policy Committee and TAC meeting dates, times and locations. This was done to increase transparency and make it easier for members of the public to attend meetings.

Resolution 17-32 provides an updated list of regularly scheduled meeting dates, time, and locations for SGVCOG Governing Board, Policy Committees, and TACs. The resolution reflects the change in the Executive Committee meeting time to 12:00pm.

Prepared by:


Christian Cruz
Management Analyst

Approved by:


Marisa Creter
Interim Executive Director

ATTACHMENTS

Attachment A – Resolution No. 17-32

RESOLUTION NO. 17-32

**RESOLUTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
CONFIRMING MEETING DATES, TIME, AND LOCATIONS FOR THE SGVCOG
GOVERNING BOARD, POLICY COMMITTEES, AND TECHNICAL ADVISORY
COMMITTEES.**

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 Policy Committees; and

WHEREAS, City staff representatives perform essential duties for their respective cities by their attendance at the regular scheduled meetings of SGVCOG's Policy and Technical Advisory Committees; and

WHEREAS, to ensure regular attendance at these meetings, SGVCOG wishes to confirm the meeting dates, time, and locations for the SGVCOG Governing Board, Policy Committee, and Technical Advisory Committees.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby confirms the regularly scheduled meetings for the Governing Board, Policy Committees, and Technical Advisory Committees as follows:

1. Governing Board on the third Thursday of every month at 6:00 p.m. at Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Drive, Suite B, Monrovia, California 91016).
2. Executive Committee on the first Monday of every month at 12:00 p.m. at the SGVCOG Office (1000 S. Fremont Ave., Building 10, Suite 10210, Alhambra, California 91803)
3. Transportation Policy Committee on the third Thursday of every month at 4:00 p.m. at Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Drive, Suite B, Monrovia, California 91016).
4. Energy, Environment, and Natural Resources (EENR) Policy Committee on the third Wednesday of every month at 12:30 p.m. at Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Drive, Suite B, Monrovia, California 91016).
5. Homelessness Committee on the fourth Thursday of every month at 12:30 p.m. at Monrovia Library (321 S Myrtle Ave, Monrovia, CA 91016).

6. Water Policy Committee on the third Wednesday of every month at 10:00 a.m. at Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Dr., Monrovia, California 91016).
7. City Managers Technical Advisory Committee (TAC) on the third Wednesday of every month at the Monrovia Restaurant (534 S. Myrtle Avenue, Monrovia, California 91016).
8. City Managers' Steering Committee on the first Wednesday of every month at 12:00 p.m. at Foothill Transit Office (100 S Vincent Ave #200, West Covina, CA 91790).
9. Public Works Technical Advisory Committee (TAC) on the third Monday of every month at 12:00 p.m. at Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Drive, Suite B, Monrovia, California 91016).
10. Planning and Community Development Technical Advisory Committee (TAC) on the fourth Thursday of every month at 12:00 p.m. at Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Drive, Suite B, Monrovia, California 91016).
11. Transportation Technical Advisory Committee (TAC) on the first Thursday of every month at 9:00 a.m. at The ACE Project Offices (4900 Rivergrade Road, Irwindale, California 91706).

This resolution supersedes Resolution No. 16-24 in its entirety.

PASSED AND ADOPTED by the Governing Board of San Gabriel Valley Council of Governments, County of Los Angeles, in the County of Los Angeles, State of California, on the 19th day of October, 2017.

San Gabriel Valley Council of Governments

Cynthia Sternquist, President

Attest:

I, Marisa Creter, Interim Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Governing Board held on the 19th day of October, 2017, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marisa Creter, Secretary

REPORT

DATE: October 19, 2017
TO: Governing Board
FROM: Marisa Creter, Interim Executive Director
RE: **DRAFT REVISION TO JOINT POWERS AUTHORITY**

RECOMMENDED ACTION

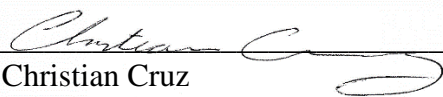
Approve draft revised Joint Powers Authority Agreement and authorize submission of the draft to Member Agencies for consideration.

BACKGROUND


Attached is the revision to the Joint Powers Authority (JPA) Agreement provided by legal counsel October 4, 2017. The draft JPA Agreement has been revised to reflect the Governing Board's action to fully integrate SGVCOG and ACE, and to change the ACE Board to the Capital Projects and Construction Committee. As discussed at the September Governing Board Meeting, the specifics of the membership, and functionality of the Committee, are outlined in the draft amended bylaws. The attached draft shows only those changes from the version reviewed and discussed by the Governing Board at the September Governing Board Meeting.

One question which has arisen relates to Section 4.c. and the selection of West Covina as the City used to measure the restrictions on power of the entire SGVCOG. West Covina was selected originally because it was the first City with an ACE project. In addition, the Agency can only exercise authority held in common by all its members under the law, thus a general law city must be used for this purpose.

Prepared by: _____


Christian Cruz
Management Analyst

Approved by: _____


Marisa Creter
Interim Executive Director

ATTACHMENT

Attachment A – Draft Revision to the Joint Powers Authority

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

A JOINT POWERS AUTHORITY

FOURTH AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

EFFECTIVE _____

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**FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT OF THE “SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS”
(A JOINT POWERS AUTHORITY)**

This Fourth Amended and Restated Joint Exercise of Powers Agreement (“Agreement”) is made and entered into by and between the public entities (collectively, “Members”) whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500, *et seq.* of the Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

a. Historically, the San Gabriel Valley Council of Governments, formerly known as the San Gabriel Valley Association of Cities, an unincorporated association, played a valuable role in serving as a forum for the exchange of ideas and information among its Member cities; however, the growing need for the cities in the San Gabriel Valley to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves required a more representative and formal structure;

b. There is further a growing need for the cities in the San Gabriel Valley to involve the unincorporated areas of Los Angeles County (the “County”) and other public agencies located in the San Gabriel Valley in the development and implementation of subregional policies, plans, and projects, and in the voluntary and cooperative resolution of differences between the cities, public agencies and the unincorporated areas.

c. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a council of governments;

d. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;

e. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);

f. Each Member is a public agency as defined by Section 6500 of the Government Code;

g. Each Member, by and through its legislative body, has determined that a subregional organization in the San Gabriel Valley is required in furtherance of the public interest, necessity and

convenience to assist in planning, voluntary coordination and implementing projects among the cities, unincorporated areas and other public agencies; and

h. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

i. This Fourth Amended and Restated Joint Exercise of Powers Agreement of the San Gabriel Valley Council of Governments is intended to supersede and replace the Third Amended and Restated Joint Exercise of Powers Agreement dated March 12, 2007, as amended by Amendment One, effective on May 9, 2008.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the San Gabriel Valley Council of Governments (“Council”).

Section 4. Purpose and Powers of the Council.

a. Purpose of Council. The purpose of the creation of the Council is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs, including the ability to design and construct public works projects to benefit the region or individual Members. It is the clear intent among Members that the Council shall not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among Members for the collective benefit of cities, other public agencies and unincorporated areas in the San Gabriel Valley.

b. Common Powers. The Council shall have, and may exercise, the following powers:

- (1) Serve as an advocate in representing the Members of the Council at the regional, state and federal levels on issues of importance to the San Gabriel Valley;
- (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance;
- (3) Assemble information helpful in the consideration of problems peculiar to the Members;
- (4) Utilize Member resources or presently existing single purpose public and public/private groups to carry out its programs and projects;

- (5) Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of local public welfare and improving the administration of governmental services;
- (6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities, other public agencies, and unincorporated areas in the San Gabriel Valley as they work toward achieving planning goals;
- (7) Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;
- (8) Serve as a mechanism for obtaining state, federal and regional grants to assist in financing the expenditures of the Council;
- (9) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys, contractors, and single purpose public/private groups;
- (10) Employ agents, officers and employees;
- (11) Apply for, receive and administer a grant or grants under any federal, state, or regional programs;
- (12) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
- (13) Lease, manage, maintain, and operate any buildings, works, or improvements;
- (14) Delegate some or all of its powers to the Executive Director as hereinafter provided; and
- (15) To make and enter into contracts for the services of engineers, consultants, planners, and single purpose public or private groups, including contracts for design, materials and public works construction contracts, on behalf of and in the name of the Council;
- (16) To acquire, by purchase or eminent domain, construct, reconstruct, rehabilitate, maintain in whole or in part, dispose of in whole or part on behalf of and in the name of the Council, land, facilities and appurtenances necessary or convenient for the completion of the public works construction projects approved by the Governing Board of the Council;

- (17) To provide for or obtain insurance for the Council and its Members, and their agents, officers, and employees and contract for risk management services;
- (18) Borrow money, incur indebtedness and/or issue bonds pursuant to the Constitution of the State of California and any of the laws of the State of California and to exercise any implied power necessary to exercise the express powers provided for in this subparagraph 15, provided, however, that any borrowing hereunder shall be for the purpose of financing construction projects approved by the Governing Board and shall be repaid solely from funds pledged or otherwise designated for such projects. Borrowings authorized hereunder shall be in the name of the Council and shall be subject to Section 16 of this Agreement.

c. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws. For the purposes of determining the restrictions to be imposed on the Council in its manner of exercising its powers pursuant to Government Code section 6509, reference shall be made to, and the Council shall observe, the restrictions imposed upon the City of West Covina.

Section 5. Creation of Governing Board. There is hereby created a Governing Board for the Council (“Governing Board”) to conduct the affairs of the Council. The Governing Board shall be constituted as follows:

a. Designation of Governing Board Representatives. Except with regard to the County, one person, who is a resident of the San Gabriel Valley, shall be designated as a representative to the Governing Board by the legislative body of each of the Members (“Governing Board Representative”). The County, in its sole discretion but subject to the requirement that it shall pay dues and assume all obligations under this Agreement in proportion to the number of its Representatives, shall have one, two or three Governing Board Representatives. The Governing Board Representative(s) for the County shall reside in and/or represent one of the First, Fourth or Fifth Supervisorial Districts and shall be selected by the respective County Supervisor. No Member shall be entitled to “ex officio” non-voting representation on the Governing Board; however, the Governing Board, at its sole discretion, may allow “ex officio” non-voting representation from public entities that are not Members.

b. Designation of Alternate Governing Board Representatives. Except with regard to the County, one person, who shall be a resident of the San Gabriel Valley, shall be designated as an alternate representative to the Governing Board by the legislative body of each of the Members (“Alternate Governing Board Representative”). The County shall have one, two or three Alternate Governing Board Representatives, each acting as an alternate for only one of the First, Fourth and/or Fifth Supervisorial Districts. The Alternate Governing Board Representative(s) for the County shall be selected by the respective County Supervisor(s) for the First, Fourth or Fifth Supervisorial Districts and shall reside in and/or represent that same Supervisorial District.

c. Eligibility. No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that

person as a Governing Board Representative or Alternate Governing Board Representative, either a member of the legislative body of the appointing Members for city Members or an elected official of a public agency for public agency Members, except that Governing Board Representatives and Alternate Governing Board Representatives for the County do not have to be members of any legislative body but shall serve at the pleasure of their respective County Supervisors. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

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. Subject to the approval of the Governing Board of the Council, the Members shall participate in the funding of the Council in such a manner as the Governing Board shall prescribe, subject to the provisions of Section 23 of this Agreement. Where applicable, the Governing Board of the Council may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Each Member may cast only one vote for each issue before the Governing Board through its representative except that each Governing Board Representative for the County may cast one vote which shall be independent of and separate from the vote of any other Governing Board Representative for the County. An Alternate Governing Board Representative may participate or vote in the proceedings of the Governing Board only in the absence of the respective Governing Board Representative. Governing Board Representatives and Alternate Governing Board Representatives seated on the Governing Board shall be entitled to participate in and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member which that Governing Board Representative or Alternate Governing Board Representative represents has timely and fully paid dues as required by this Agreement and the Bylaws. Each Governing Board Representative (or the Alternate Governing Board Representative) for the County who is physically present at the meeting of the Governing Board shall be entitled to participate in and vote on matters pending before the Governing Board without regard to the attendance or vote of any of the other Governing Board Representatives for the County if all dues owed by the County for the Supervisorial District of said Governing Board Representative are timely and fully paid as required by this Agreement and the Bylaws.

b. Proxy Voting. No absentee or proxy voting shall be permitted.

c. Quorum. A quorum of the Governing Board shall consist of not less than fifty percent (50%) plus one (1) of its total voting membership.

d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Such a committee shall remain in existence until it is dissolved by the Governing Board. Qualified persons shall be appointed to such committees by the pleasure of the Governing Board. Committees, unless otherwise

provided by law, this Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and non-representatives to the Governing Board.

e. Actions. Actions taken by the Governing Board shall be by not less than fifty percent (50%) plus one (1) of the voting Governing Board Representatives who are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Robert's Rules of Order. The substance of Robert's Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of President and Vice-President. The President shall be the chairperson of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Vice-President shall serve as President in the absence of the President and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board or the President. Additional officers of the Governing Board shall be as provided in the Bylaws.

A Governing Board Representative shall be elected to the position of President of the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice-President of the Governing Board at the first regular meeting of the Governing Board held in May of each calendar year. The terms of office of the President and Vice-President shall commence and expire on July 1.

If there is a vacancy, for any reason, in the position of President or Vice-President, the officer in the next successive position shall fill that position for the remainder of the term, and every successive officer below shall accordingly move up one position. Except as the Governing Board by two thirds (2/3) vote may otherwise decide, the Governing Board shall forthwith conduct an election to fill any remaining vacancy for the unexpired term of such prior incumbent, unless the remaining term to be filled is three month or less.

Section 12. Executive Director. The Governing Board may appoint by a vote of fifty percent (50%) plus one (1) of the total voting membership a qualified person to be Executive Director on any basis it desires including, but not limited to, a contract or employee basis. The

Executive Director shall be neither a Governing Board Representative, nor an Alternate Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21 (c) of this Agreement). The Executive Director shall be the chief administrative officer of the Council. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board.

Section 13. Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer for the Council and a qualified person to act as the Auditor of the Council. If the Governing Board so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Council. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Governing Board.

Section 14. Council Treasurer. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Board. The Council's Auditor shall perform such functions as may be required by provisions of applicable law, this Agreement, the Bylaws and by the direction of the Governing Board.

Section 15. Designation of Other Officers and Employees. The Governing Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.

Section 16. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever, to the fullest extent allowed by law. No Member of the Council shall be responsible for the debts or liabilities of any other Member solely by reason of Membership on the Council. Implementation Agreements to provide for the design and/or construction of projects with Members or other agencies ("Implementation Agreement") shall provide for indemnification of the individual Members of the Council who are not parties to the Contracts.

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.

Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs or projects in the interest of the local public welfare. The costs incurred by the Council in implementing a program or projects, including indirect costs, shall be assessed only to those Members who are parties to

that Implementation Agreement. Such Implementation Agreements shall provide for appropriate insurance and indemnification by the ~~benefiting parties~~parties for whom the local project is being designed and/or built to protect the Council and all of its Members who are not parties to the Implementation Agreement.

Section 19. Term. The Council created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.

Section 20. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950, *et seq.*, of the Government Code.)

Section 21. Members.

a. Withdrawal. A Member may withdraw from the Council by filing its written notice of withdrawal with the President of the Governing Board 60 days before the actual withdrawal. Such withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60- day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations for the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. Withdrawn Members shall not be entitled to any reimbursement of annual dues paid. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council. At a minimum, withdrawal from an Implementation Agreement shall not relieve the withdrawing party from liability or obligations for any work undertaken pursuant to the Implementation Agreement already completed, or partially completed. In addition to being entitled to completely withdraw from the Council, the County may also partially withdraw and reduce its annual dues with a corresponding reduction in its ability to participate in and vote on matters before the Governing Board by filing a written notice of partial withdrawal with the President of the Governing Board 60 days before the actual partial withdrawal. Such notice of partial withdrawal shall indicate which Supervisorial District(s) shall remain active in the Council and which are being withdrawn and shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. Partial withdrawal shall not change the rights and obligations of the County under this Agreement except that the County shall no longer be able to participate in or vote on behalf of the withdrawn Supervisorial District(s) on any matter before the Governing Board or Council committees.

b. Non-Payment of Dues. If a Member fails to pay dues within three months of its annual dues assessment as required under Section 23 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board or any committee. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension. In the case of the County, if the County fails to pay dues for one or more of its Supervisorial Districts within three months of the County's annual dues assessment as required under Section 23 of this Agreement and the Bylaws, and after a 30-day written notice is provided to the County, no representative of the delinquent Supervisorial District(s) shall participate or vote on the Governing Board. The delinquent Supervisorial District(s) shall be able to resume participation and voting on the Governing Board only upon the payment

of all dues then owed by the County on behalf of the delinquent Supervisorial District including dues incurred prior to and during the period of non-payment by the County.

c. Admitting and Readmitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement (“Eligible Public Entities”) shall be admitted to the Council by: adopting this Agreement by majority vote of the legislative body of the Eligible Public Entity; properly signing this Agreement; and paying in full all dues owed for the then current fiscal year. Since the County may be admitted to the Council with voting representatives from one, two or three Supervisorial Districts, the dues to be paid by County will be based upon the number of Supervisorial Districts that will represent the County in the Council. County, in its sole discretion, may be admitted to the Council with representation from fewer than three Supervisorial Districts and may subsequently increase County’s representation by one or more additional Supervisorial Districts contingent only on payment in full at the time that any additional Supervisorial District commences representation of the County of all dues for the then current fiscal year for said Supervisorial District. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 26 of this Agreement). An Eligible Public Entity that has withdrawn from the Council in accordance with Section 21 may be readmitted to the Council by adopting this Agreement or any subsequent version of this Agreement by a majority vote of the legislative body of the Eligible Public Entity; properly signing this Agreement or any subsequent version of this Agreement and paying in full all dues owed for the current fiscal year and any fiscal years for which the Eligible Public Entity had been withdrawn from the Council. No vote of the Governing Board shall be required to admit or readmit an Eligible Public Entity. County may reactivate representation by any withdrawn Supervisorial District (as defined in this Section 21) by paying in full all dues owed for the then current fiscal year and any fiscal years for which the Supervisorial District has been withdrawn and no vote of the Governing Board shall be required for said reactivation.

d. Admitting New Members. New Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Governing Board provided that such a proposed new Member is a city or public entity whose jurisdiction, or part thereof, lies within and/or immediately adjacent to, the San Gabriel Valley. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Interference with Function of Members. The Governing Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 23. Dues of Members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues for each fiscal year in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council as provided in the Bylaws. The dues of any non-city and non-County Members of the Council shall be no more than the maximum dues assessed to any of the city Members of the Council. An annual dues assessment will be issued to all Members in July of each calendar year except that the annual dues assessment for the County will be issued in July of each calendar year for those Supervisorial Districts whose representation of the County began in the first six months of a Council fiscal year and in January of the following calendar year for those whose representation of the County began in the last six months of a Council fiscal year. Further, the annual dues assessment will also be issued each January for any new Members, including Eligible Public Entities and other entities, who have

become Members of the Council for the first time and whose membership commenced in the last six months of a Council fiscal year.

Section 24. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Council, and subject to any grant funding restrictions or other funding agreements, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' obligation to participate in the funding of the Council as provided in Section 23 hereof.

Section 25. Amendment. This Agreement may be amended at any time with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then parties hereto.

Section 26. Effective Date. The effective date ("Effective Date") of this Amended and Restated Agreement shall be the first date on which fifty percent (50%) plus one (1) of the Eligible Public Entities, whose names are set forth in Exhibit A, adopt this Agreement by a majority vote of the legislative body of each Eligible Public Entity and sign this Agreement.

Section 27. Capital Projects and Construction.

a. The Council shall have the authority to plan, review, design, manage, oversee, monitor and/or construct projects throughout the San Gabriel Valley as authorized in Section 4 of this Agreement. In addition, the Council may contract with other public agencies within or outside of the San Gabriel Valley to perform these functions outside of the San Gabriel Valley. Such projects will be determined by the Governing Board. The management and implementation of these projects will be the ultimate responsibility of the Executive Director.

b. The Governing Board of the Council previously formed the Alameda Corridor – East, Gateway to America Construction Authority (the "ACE Construction Authority") to implement a Project known as the Alameda Corridor – East, Gateway to America Project (the "Project"), which was expected to be of limited scope and duration. All responsibilities of the construction authority previously known as Alameda Corridor – East, Gateway to America Construction Authority shall continue to be the responsibilities of the Council. The ACE Project shall continue to completion and the Council will continue to use the name ACE in connection with its capital projects until such time as the Governing Board takes action to change identification of the Council's construction activities.

c. The Governing Board shall be advised regarding capital project and construction activities by a Standing Policy Committee established pursuant to the Council By-Laws. Such capital project and construction policy committee shall have a membership of Council Governing Board members selected to represent the Council as provided in the By-Laws.

d. Implementation Agreements between the Council and any of its Members or other agencies shall provide for the Agency which will accept the project upon completion to properly approve the plans and specifications for any such project designed by Council employees, agents or contractors in order to ensure that all defenses and immunities available to public entities are fully preserved. Insurance shall be purchased for any such project.

That the Members of this Joint Powers Agreement have caused this Fourth Amended and Restated Agreement to be executed on their behalf, respectively, as follows:

PUBLIC AGENCY

Supervisor/Mayor/Chairperson

ATTEST

Clerk

DATE

DRAFT

EXHIBIT A

Eligible Public Entities

Alhambra

Arcadia

Azusa

Baldwin Park

Bradbury

Claremont

County of Los Angeles

Covina

Diamond Bar

Duarte

El Monte

Glendora

Industry

Irwindale

La Canada-Flintridge

La Puente

La Verne

Monrovia

Montebello

Monterey Park

Pasadena

Pomona

Rosemead

San Dimas

San Gabriel

San Gabriel Valley Water
Districts Joint Powers
Authority

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina

DRAFT

REPORT

DATE: October 19, 2017
TO: Governing Board
FROM: Marisa Creter, Interim Executive Director
RE: **DRAFT REVISION TO BYLAWS**

RECOMMENDED ACTION

Discuss and provide direction to staff.

BACKGROUND

A draft of the proposed revised Bylaws (Ninth Amended and Restated) was reviewed with the Governing Board at its September Board Meeting. General Counsel was directed to provide some alternative language for the Board's consideration on the issue of Governing Board review of the Capital Projects and Construction Committee's decisions.

Generally, the revisions to the bylaws fall into three categories:

1. **Corrections and revisions:** These changes were made to reflect current practices. For example, the process for elections was updated and the scope of the City Managers' Steering Committee was corrected to reflect its responsibilities related to review of finances.
2. **Modifications:** Several modifications were made to the bylaws to reflect the Board action taken in August 2017 related to the ACE/COG Integration, where specific direction was given. This includes having a single Executive Director, expanding the scope of the Capital Project and Construction Committee (Committee) to cover the entire San Gabriel Valley, and modification the membership of the Committee to include regional representation from five geographic sectors. In the latest revision, the Committee structure is listed in a separate section of the bylaws.
3. **Items which need further policy direction:** There were two areas requiring further policy direction, details on the composition and appointment to the Committee and Governing Board review authority of actions taken by the Committee.

CAPITAL PROJECT AND CONSTRUCTION COMMITTEE MEMBERSHIP

Staff has worked to develop clearer, more specific language regarding Committee membership, and has proposed the following additions:

- Clarifying that there will be both a representative and alternate appointed from each of the five geographic subregions, with the alternate being a Governing Board delegate from a different city than the Committee representative;
- Indicating a succession process that is similar to the SGVCOG Officer positions, whereby in the event of a vacancy in the representative position, the alternate would become the representative, and a new alternate would be selected; and

- Specifying that, similar to the City Managers' Steering Committee, members of each subregion would nominate a represent and alternate, for confirmation by the full Governing Board. Additional specifics of this process will be presented to the Governing Board separately for approval.

Additionally, there was discussion on whether each project should be allowed to have an additional representative on the Committee. The City Manager's Steering Committee recommended that the project sponsors not be included on the Committee for the time being, but to revisit this issue once a project list has been developed and the new Committee is functional.

GOVERNING BOARD REVIEW OF COMMITTEE ACTIONS

There was extensive discussion at the September Governing Board meeting regarding the ability of the Governing Board to review actions taken by the Committee. Legal counsel has prepared three potential options which represent a broad spectrum of options for discussion. Those options are as follows:


1. **Full Review:** Decisions of the Capital Projects and Construction Committee, except those relating to the exercise of eminent domain, may be called up for review by the Governing Board upon the written request of at least seven (7) Members of the Governing Board made within ten (10) days of the decision to be reviewed. Any such review must be agendized for the next regular Governing Board meeting which is at least ten (10) days after the call for review is made and shall be acted upon at such meeting.
2. **Partial Review:** Decisions of the Capital Projects and Construction Committee may be called up for review by the Governing Board upon the written request of at least seven (7) Members of the Governing Board made within ten (10) days of the decision to be reviewed. Any such review must be agendized for the next regular Governing Board meeting which is at least ten (10) days after the call for review is made and shall be acted upon at such meeting. No review may be sought of the following decisions of the Committee, which shall be final, except where the Committee's decision does not follow staff's recommendation.
 - Any decision relating to the exercise of eminent domain.
 - Approval of professional services agreements necessary to implement projects such as design, architectural, engineering, construction management, right of way acquisition, and property management.
 - Approval of bid specifications for approved projects and the conduct of public works bidding.
 - Determinations of disqualification of bidders as non-responsive or non-responsible.
 - Bid award protests.
 - Approval of insurance contracts.
 - Obtaining any ministerial permits necessary to construct a Governing Board approved project.
 - Approval of permit applications to regional agencies such as SCAQMD, SCAG, Regional Water Boards, etc.
 - Approval of change orders which do not require obtaining additional funding.
 - Final acceptance of projects when completed.
3. **No Review:** Decisions of the Capital Projects and Construction Committee shall be final and not subject to appeal or review.


REPORT

Attached is the revision to the Bylaws provided by legal counsel on October 6, 2017. Changes in the prior version of the draft Amended Bylaws which were presented to the Governing Board at its September meeting have been accepted except those needing further discussion or direction.

NEXT STEPS

Staff is seeking direction on the two items identified above (committee membership and Governing Board review). Pending direction, the bylaws will be updated and presented for first reading at the November meeting and adoption at the December meeting.

Prepared by: 
Christian Cruz
Management Analyst

Approved by: 
Marisa Creter
Interim Executive Director

ATTACHMENTS

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BYLAWS

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

PREAMBLE

The San Gabriel Valley Council of Governments (the "Council") is an agency voluntarily established by its Members pursuant to a Joint Powers Agreement ("Agreement") for the purpose of providing a vehicle for the Members to engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs. In addition, the Council will provide a regional organization for the review of federal, state, and/or regional projects and studies which involve the use of federal, state and/or regional funds, in various forms.

Article I - Definitions

The terms "ACE Construction Authority," "Agreement," "Alternate Governing Board Representative," "Council," "Governing Board," and "Governing Board Representative," as used in these Bylaws are defined in the Agreement and said definitions are incorporated herein by reference.

Article II - Membership and Representation

A. Membership. Members shall withdraw from or be admitted to the Council in accordance with Section 21 of the Agreement.

B. Representation/Members.

1. The Governing Board Representative and Alternate Governing Board Representative for a Member shall be designated by a resolution or similar official action of that Member's legislative body.

2. Names of Governing Board Representatives and Alternate Governing Board Representatives shall be communicated in writing to the Governing Board by that Member's legislative body.

3. Governing Board Representatives and Alternate Governing Board Representatives shall serve until a successor is appointed or until such time that a Representative ceases to serve in public office for his or her Member.

Article III - Governing Board

A. Powers and Duties. The powers and duties of the Governing Board, subject to the limitations of applicable law, the Agreement and these Bylaws, shall include:

1. All of the powers of the Council provided in Section 4 of the Agreement, except as may be expressly delegated to others pursuant to the provisions of the Agreement, these Bylaws or by the direction of the Governing Board shall be exercised by and through the Governing Board.
2. Making policy decisions and determining policy matters for the Council.
3. Conducting the affairs of the Council.
4. Appointing, fixing the compensation of and removing an Executive Director, establishing positions and salary schedules for staff subordinate to the Executive Director, appointing and fixing the compensation of other officers of the Council and conducting an annual performance review of the Executive Director.
5. Annually reviewing the proposed Council budget and proposed work plan submitted by the Executive Director and adopting an annual budget and a work plan.
6. Appointing Standing Policy Committees and Ad Hoc Committees, as necessary, to study specific problems, programs, or other matters which it has approved for study.
7. Based on the guidance of the General Counsel, keeping informed about and working to keep the Council in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules that could affect the Council or any of its activities and projects.
8. Acting upon policy recommendations including those from committees.

B. Meetings.

1. Regular meetings of the Governing Board shall be held monthly, at such time, place, and location as the Governing Board may set by resolution from time to time, unless dispensed with by the Governing Board. Special meetings of the Governing Board may be called by the President. All meetings of the Council shall be called by the President. All meetings of the Council shall be called and conducted, and an agenda posted, in accordance with the Ralph M. Brown Act, Government Code Section 54950, *et seq.*, as it now exists or may hereafter be amended. Members shall direct their respective city clerks or equivalent officers to comply with all notice and agenda posting requirements deemed necessary by the Governing Board.
2. Fifty (50) percent plus one of current active membership shall constitute a quorum. Suspended Members shall not be counted toward a quorum.

3. The Governing Board shall adopt by resolution a policy regarding the use of electronic devices at meetings, which shall comply with all applicable laws.

C. Voting. Voting on the Governing Board shall be conducted as prescribed in the Agreement. Further, voting may be by voice, roll call or ballot vote. A roll call or a ballot vote shall be conducted upon the demand of five participating representatives, or at the discretion of the presiding officer. No secret ballots shall be employed. If ballot voting occurs all ballots must: identify the individual voting; be counted in and have the results reported in open session; and be available for public review. Further, if ballot voting is used for appointments to a committee or entity external to the Council, then all candidates are to be listed on a single ballot; only one ballot is to be completed for each Governing Board Representative or Alternate present; the candidate(s) receiving the highest number of votes, which is at least a majority of those cast, is/are to be appointed consistent with the number of appointments to be made. Voting shall be reported as required by the Ralph M. Brown Act (Government Code Section 54950, *et seq.*).

D. Conduct. All Governing Board Representatives and Alternate Governing Board Representatives shall conduct themselves in a civil, respectful, and professional manner in the performance of their duties.

Article IV - Executive Director

The powers and duties of the Executive Director of the Council, which may be modified by action of the Governing Board, are:

A. Subject to the authority of and as directed by the Governing Board, to serve as chief administrative officer of the Council and administer the affairs of the Council in compliance with all applicable federal, state and local laws, statutes, codes, regulations and rules.

B. Except as to what may be reserved to the Governing Board, to hire, direct, discharge and remove all employees of the Council and to retain and discharge consultants and to prescribe the duties and fix the compensation thereof.

C. Annually to prepare and present a proposed budget for the Council to the Steering Committee of the City Managers' Technical Advisory Committee ("Steering Committee") and, after the approval of the Steering Committee, to the Governing Board for its approval and, after approval by the Governing Board, to maintain the expenditures of the Council within the approved budget, as may be amended from time to time by the Council.

D. Annually to prepare a proposed work plan for the Council that is consistent with the proposed annual budget and the currently effective strategic plan; to submit the proposed work plan to the Governing Board for its review, discussion, evaluation and possible adoption; and to implement the work plan adopted by the Governing Board.

E. To ensure that consultants under contract to the Council procure insurance policies that provide adequate protection to the Council and that such policies are in accord with any policy limits and policy coverage requirements directed by the Governing Board.

F. To attend the meetings of the Governing Board.

G. To perform such additional duties as the Governing Board, these Bylaws, the Agreement or applicable law may require.

Article V - Other Officers and Employees

A. Second and Third Vice Presidents. Second and Third Vice Presidents of the Council shall be elected annually as officers of the Council at the same time and in the same manner as the President and First Vice President of the Council, whose election is described in Section 11 of the Agreement. Any Governing Board Representative who is not already an officer of the Council may be elected as Second or Third Vice President. The Second and Third Vice Presidents may individually serve as President in the absence of the President and First Vice President and shall perform such duties as may be required by the Agreement, these Bylaws, or by direction of the Governing Board or the President.

B. Secretary. The Executive Director, or his or her designee, shall be the Secretary of the Council but shall not be an officer of the Council. The Secretary shall perform and/or oversee the usual and customary ministerial duties of such position.

C. Treasurer and Auditor/Controller. As set forth in Government Code section 6505, *et seq.*, in particular, section 6505.6, and Section 13 of the Agreement, the Treasurer of the Council and the Auditor/Controller of the Council may be the same person and may be a contract employee or independent contractor of the Council. If the Treasurer and Auditor/Controller are not the same person, each shall have the duties and responsibilities set forth herein. The Treasurer and Auditor/Controller shall not be an officer of the Council. The duties and responsibilities of the Treasurer and Auditor/Controller are:

1. The Treasurer and Auditor/Controller shall possess the powers described in, and shall perform those functions required by: Government Code sections 6505, 6505.5 and 6505.6; all other applicable laws and regulations, including any subsequent amendments thereto, the Agreement, these Bylaws, and/or the direction of the Governing Board.

2. The Treasurer and Auditor/Controller shall have custody of all Council funds and shall provide for strict accountability thereof in accordance with Government Code section 6505.5 and other applicable laws, or grant or other funding requirements.

3. The Treasurer and Auditor/Controller shall annually cause an independent audit to be made of the Council by a certified public accountant, in accordance with Government Code sections 6505 and 6505.6, and shall present such audit to the Governing Board at one of its meetings and be available to answer any questions.

D. General Counsel. The Governing Board shall appoint a qualified person or firm to serve as the General Counsel to the Council on any basis it desires, including, but not limited to, a contract or an employment basis. The General Counsel shall perform duties as directed by the Council, including, but not limited to, the review of meeting agendas and agenda reports, insurance policies, and policies, and procedures for compliance with state, federal and local laws, including the Brown Act.

E. Additional Officers, Employees, and Contractors. The Governing Board shall have the power to appoint, engage or employ such additional officers, employees, and independent contractors as may be appropriate. Such officers, employees, and independent contractors may also be, but are not required to be, officers and employees of the individual Members. None of the officers, employees, or independent contractors appointed by the Governing Board shall be deemed, by reason of their employment by the Governing Board, to be employed by any of the Members or, by reason of their employment by the Governing Board, to be subject to any of the requirements of such Members.

F. Bonding Requirement. Pursuant to the requirements of Government Code section 6505.1, the Governing Board shall designate which officers or persons will have charge of, handle, or have access to any property of the Council. Each such designated officer or person shall be required to file an official bond with the Governing Board, at the expense of the Governing Board, in an amount which shall be established by the Governing Board. Should the existing bond or bonds of any such officers be extended to cover the obligations provided herein, said bond shall be the official public bond required herein. The premiums of any such bonds attributable to the coverage required herein shall be appropriate expenses of the Council. The Governing Board may also direct the purchase of appropriate insurance policies to supplement said bonds and the costs of such insurance policies shall be borne by the Council. The Council may procure an insurance policy in lieu of an official bond pursuant to Government Code section 1463.

G. Status of Members' Officers and Employees. As provided in Government Code section 6513, all of the privileges and immunities from liability and other benefits which apply to the activities of officers, agents, or employees when performing their respective functions within the territorial limits of their respective public agencies shall apply to them while engaged in the performance of any of their functions and duties extraterritorially under the Agreement.

H. Vacancies. In the event of a mid-term vacancy in an officer position, the officer in the next successive position shall fill that position for the remainder of the term, and every successive officer below shall accordingly move up one position. The Executive Committee shall recommend candidates to the Governing Board for the remaining vacant position, and the Governing Board shall hold an election for that position. The order of succession shall be as follows: President, First Vice President, Second Vice President, and Third Vice President.

I. Election of Officers. In the event an election of new officers is not held prior to the expiration of the terms of those current officers, the terms of those current officers shall extend automatically, and the current officers will continue to serve in their respective

positions until an election of new officers is held. Officers shall be elected by vote of a majority of those voting.

Article VI - Committees

A. Technical Advisory Committees. The Council shall establish three Technical Advisory Committees (“TAC”), one consisting of city managers, one of planning/community development directors and one of public works/transportation directors of the Members as approved by the Governing Board. The Governing Board may establish additional TACs as it deems necessary and/or beneficial to the Council. Each TAC shall be established for the purpose of providing input, as may be requested by the Governing Board, a Council committee or as determined by the TAC itself, to report to the requesting body on matters including but not limited to Council work programs, budgets, priorities, policies, programs and practices.

Each TAC member may designate an alternate to serve in the absence of, and vote on behalf of, the member. Each TAC shall elect a Chair and Vice Chair by a majority vote of the members of the TAC. The Chair of each TAC shall sit as an ex officio, non-voting Representative to the Governing Board and an ex officio non-voting member of the Executive Committee and may make recommendations directly to the Governing Board and/or the Executive Committee. The Chief Executive Officer of the County or his or her designee shall be a member of the City Managers’ TAC (“CMTAC”) and shall be the sole representative of the County to the CMTAC. Each Governing Board Representative for the County shall be entitled to appoint one member to the Planning/Community Development Directors’ TAC and to the Public Works/Transportation Directors’ TAC. The Governing Board Representative of each Member of the Council that is neither a city nor a county shall be entitled to appoint one member to each of the three TACs. A quorum of each TAC shall be forty percent (40%) of its membership and all actions will be by a majority of those members present with a quorum in attendance. Each TAC shall meet in accordance with a schedule determined by the TAC and all meetings will be held in accordance with the Ralph M. Brown Act (Government Code section 54950, *et seq.*).

B. City Managers’ Steering Committee. There shall be a Steering Committee of the CMTAC (“City Managers’ Steering Committee”), to provide assistance and support to the full CMTAC, the Governing Board and/or the Executive Committee and to oversee certain policy and financial matters for the Council.

The City Managers’ Steering Committee shall meet at least quarterly. A quorum of the City Managers’ Steering Committee shall be forty percent (40%) of its membership and all actions will be by a majority of those members present with a quorum in attendance. All meetings of the City Managers’ Steering Committee shall be held in accordance with the Ralph M. Brown Act (Government Code section 54950, *et seq.*).

The Steering Committee shall: together with the Treasurer/Auditor recommend the independent auditor for the annual audit of the Council and all of its special funds, develop the scope of work for the audit, and review and comment on the preliminary and final audit reports prior to their presentation to the Executive Committee and the Governing Board; oversee the

investment of Council funds in accordance with the Council's investment policy; review and modify the Council's investment policy when required; review, as necessary, those insurance policies purchased for the benefit of the Council including policies purchased by consultants working for the Council; monitor compliance of the Council with applicable federal, state and local laws, ordinances, statutes, codes and regulations; and undertake those additional assignments as directed by the Governing Board. The Steering Committee shall also review and monitor all matters related to the Council's financial affairs including reviewing quarterly financial reports, audits conducted by external auditors and agencies, grant compliance and bond issuance as well as any matters related to best management practices or state/federal requirements.

C. Standing Policy Committees and Ad Hoc Committees. The Governing Board may establish Standing Policy and Ad Hoc Committees. The Standing Policy Committees shall be established for the purpose of developing policy recommendations to the Governing Board or the Executive Director in specific functional areas consistent with the overall mission of the Council. Standing Policy Committees may be created to address transportation, solid waste and environmental matters and other matters considered important by the Governing Board. Ad Hoc Committees shall be formed to address study and advise on specific matters of concern to the Governing Board. All Committees shall have a clearly defined purpose. The President of the Governing Board may, as he or she deems necessary, create President's Ad Hoc Committees and appoint their members, for limited terms and advisory purposes only. President's Ad Hoc Committees shall consist only of Governing Board Members, less than a majority of a Governing Board quorum, and shall not be subject to the Ralph M. Brown Act.

The Governing Board shall appoint the members ("Committee Members") of the Standing Policy and Ad Hoc Committees each June and, as appropriate throughout the year, with the intention of encouraging maximum participation in committee activities. Committee Members shall be Governing Board Representatives, Alternate Governing Board Representatives, city council members or County supervisors, city managers, or city or County staff, but no city, member agency, or County District may have more than one Committee Member on any Standing Policy or Ad Hoc Committee. The Committee Members of the Standing Policy Committees shall be appointed for terms which shall expire, regardless of the appointment date, at the end of the Fiscal Year of the Council as defined in Article VII. C. The Committee Members of Ad Hoc Committees shall be appointed for terms that coincide with the term of the respective Ad Hoc Committee or the end of the fiscal year of the Council, whichever may come first. The term of a Committee Member representing a Member of the Council or County District that has withdrawn or been suspended in accordance with Section 21 of the Agreement shall be concluded or suspended upon the effective date of the withdrawal or suspension of said Member of the Council or County District. In appointing Committee Members of the Standing Policy and Ad Hoc Committees, the Governing Board shall consider regional representation.

A quorum of each Standing Policy Committee shall be forty percent (40%) of its membership. A quorum of each Ad Hoc Committee shall be a majority of its membership. All actions taken by either type of Committee will be by a majority of those Committee Members present with a quorum in attendance. All Standing Policy and Ad Hoc Committees shall be chaired by a Governing Board Representative or an Alternate Governing Board Representative and the

Chair of each Committee shall be selected by a majority vote of the Committee Members. All meetings of the Standing Policy and Ad Hoc Committees shall be held in accordance with the Ralph M. Brown Act (Government Code section 54950, *et seq.*). All Committee Members of Standing Policy and Ad Hoc Committees shall be voting members unless limited voting is approved for a Committee by the Governing Board upon the recommendation of the Chair of that Committee. All Committee Members of Standing Policy and Ad Hoc Committees may designate an alternate to act on their behalf at any Committee meeting ("Alternate Member"). Each Alternate Member so designated may vote on behalf of the Committee Member the Alternate Member represents. If a Committee Member or his/her Alternate Member is absent from three consecutive meetings of any Standing Policy Committee, then the membership of the Committee Member will be terminated, however, subsequent re-appointment to the Standing Policy Committee can be made by the Governing Board. If a Committee Member or his/her Alternate Member is determined by the Governing Board to have committed misconduct, acted in violation of the Council's conflict of interest code, or otherwise caused harm to the operations of the Council, then the membership of the Committee Member may be terminated by the Governing Board.

When the Governing Board or any Technical Advisory Committee deems it appropriate to have representation by district within the San Gabriel Valley, the following descriptions of each district shall be used:

- Northeast: Azusa, Claremont, Glendora, La Verne, San Dimas
- Southeast: Covina, Diamond Bar, Industry, La Puente, Pomona, Walnut
- Central: Baldwin Park, El Monte, Rosemead, South El Monte, Irwindale, West Covina
- Southwest: Alhambra, Montebello, Monterey Park, San Gabriel, South Pasadena, Temple City
- Northwest: Arcadia, Bradbury, Duarte, La Canada Flintridge, Monrovia, Pasadena, San Marino, Sierra Madre

D. Capital Projects and Construction Committee. There shall be a Capital Projects and Construction Committee, whose members will be appointed by the Governing Board. One Governing Board Member shall be appointed from the Members of each of the five districts in the Council. The cities in each district shall nominate their respective district representative for the Committee and an Alternate and the Governing Board shall ratify the appointments. The President of the Council shall be a Member of this Committee. A Los Angeles County Supervisor who represents a part of the San Gabriel Valley shall also serve as a Committee Member. Members may be re-appointed for up to three terms. In addition, The members of the Alameda Corridor East Construction Authority Board members holding office at the time of approval of these amended and restated By-Laws will each serve as a voting Member of the Committee until the ACE grade separation project(s) within their respective cities have been completed and a

Notice of Completion has been filed, and no replacement member shall be appointed. Notwithstanding the foregoing, if any Member of the Council has a representative serving as a district representative on the Committee and also has a representative serving on the Committee because of an ACE grade separation project, that Member shall only have one vote on matters coming before the Committee, and the voting member shall be the district representative.

Commented [KH1]: Given the makeup of the Committee, there will not be two representatives from the same City on the Committee.

The Committee shall be chaired by a Governing Board Representative or an Alternate Governing Board Representative selected by a majority vote of the Committee Members. All Committee Members shall be voting members unless limited voting is approved by the Governing Board upon the recommendation of the Chair of that Committee. The Committee's quorum shall be fifty percent of the Committee Members. All actions taken by the Committee will be by a majority of those Committee Members present with a quorum in attendance. If a Committee Member is absent from three consecutive meetings Committee, then the membership of the Committee Member will be terminated. If a Committee Member or his/her Alternate Member is determined by the Governing Board to have committed misconduct, acted in violation of the Council's conflict of interest code, or otherwise caused harm to the operations of the Council, then the membership of the Committee Member or Alternate may be terminated by the Governing Board. The term of a Committee Member representing a Member of the Council or County District that has withdrawn or been suspended in accordance with Section 21 of the Agreement shall be concluded or suspended upon the effective date of the withdrawal or suspension of said Member of the Council or County District.

In the event of a vacancy on the Capital Projects and Construction Committee, the Alternate from that district shall become the Committee Member and the district will nominate a new Alternate for appointment by the Governing Board. shall hold an election to fill the vacancy at the first Governing Board regular meeting which is at least ten (10) days after the occurrence of the vacancy.

The Capital Projects and Construction Committee shall report to the Governing Board, communicating with the Governing Board through the Executive Committee. It shall advise and make recommendations for a plan of construction projects throughout the San Gabriel Valley for which Council staff will seek funding through available revenue and grants. The Governing Board shall have final approval authority with respect to any such project and related Implementation Agreements. However, to facilitate implementation of approved projects, the Committee, subject to such restrictions imposed by Federal, State and local governmental entities and by the Governing Board, shall have the following powers to act on behalf of the Council:

1. To approve contracts for execution by the Executive Director, including public works contracts and contracts for environmental review, design, materials and construction, and for the services of engineers, consultants, planners, and single purpose public or private groups, on behalf of and in the name of the Council;
2. To acquire, by purchase or eminent domain, construct, reconstruct, rehabilitate, maintain in whole or in part, dispose of in whole or part on behalf of and in the name

of the Council, land, facilities and appurtenances necessary or convenient for the completion of the approved projects. Decisions of the Committee concerning the exercise of eminent domain shall be final and not subject to review;

3. To provide for or obtain insurance for the Council and its agents, officers, and employees;

4. To conduct studies to satisfy the requirements of the California Environmental Quality Act and National Environmental Policy Act approvals, and to certify such studies and reports;

5. To make grant applications, approve of designs and plans, obtain agency permits, and authorize all actions necessary for the funding, design and construction of projects within or outside of the San Gabriel Valley approved by the Governing Board;

6. To oversee the construction of projects approved by the Governing Board, including public bidding, contracting, building, change orders, final acceptance, and any related litigation.

 The powers of the Capital Projects and Construction Committee shall be exercised only in furtherance of projects approved by the Governing Board. A quorum of the Capital Projects and Construction Committee shall be a majority of its voting members and all actions shall be by a majority of its members present with a quorum in attendance. All meetings of the Capital Projects and Construction Committee shall be held in accordance with the Ralph M. Brown Act (Government Code section 54950, *et seq.*). The Committee shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules governing the implementation of projects. Decisions of the Capital Projects and Construction Committee, except those relating to the exercise of eminent domain, may be called up for review by the Governing Board upon the written request of at least seven (7) Members of the Governing Board made within ten (10) days of the decision to be reviewed. Any such review must be agendaized for the next regular Governing Board meeting which is at least not less than ten (10) days after the call for review is made and shall be acted upon at such meeting.

Commented [KHB2]: Board Member Mahmud prefers a lower number, 5.

Commented [KHB3]: Alternative language is provided in an attachment to reflect no review or more limited review.

D.E. Executive Committee. The elected officers of the Council, the most recent past President of the Council who is currently serving as a Governing Board Delegate, and the Chairpersons of all Council Standing Policy Committees, shall comprise an Executive Committee, whose Chairperson shall be the President of the Council. Each of these members shall have one vote. The Chairpersons of the TACs shall be ex officio, non-voting members of the Executive Committee. The Executive Committee will meet monthly with the Executive Director on a date and at a location selected by the Executive Committee to consider and provide guidance on matters being considered for inclusion on Governing Board agendas and on other matters as directed by the Governing Board. A quorum of the Executive Committee shall be a majority of its voting members and all actions shall be by a majority of its members present with a quorum in

attendance. All meetings of the Executive Committee shall be held in accordance with the Ralph M. Brown Act (Government Code section 54950, *et seq.*).

Article VII - Budgets, Dues and Disbursements

A. Annual Budget. The Governing Board shall adopt a Budget annually prior to July 1 of each calendar year. The Budget shall: present projected revenues by source and by program on both a quarterly and annual basis; present projected expenses categorized by type of expense and by program both on a quarterly and annual basis; include separate schedules for special programs of the Council showing projected revenues and projected direct and allocated expenses; include a summary balance sheet for the current fiscal year and for the budget year; include projected capital expenditures; include comparisons between the budget, and the estimated actual current year results; and include the projected year-end cash position of the Council.

B. Budget Amendments. The Governing Board may, at any time, amend the budget to incorporate additional income and disbursements that might become available to or be required of the Council during a fiscal year.

C. Fiscal Year. The Council shall be operated on a fiscal year basis beginning on July 1 of each year and continuing until June 30 of the next year.

D. Accounts. All funds shall be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code section 6505 and any other applicable laws. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Governing Board.

E. Expenditures within Approved Annual Budget. All expenditures shall be made within the approved annual budget as may be amended from time to time. No expenditures in excess of those budgeted shall be made without the approval of the Governing Board.

F. Audit. The records and accounts of the Council shall be audited annually by an independent certified public accountant, in compliance with Government Code sections 6505.5 – 6505.6, and copies of such audit report shall be filed with each Member of the Council and any other entities required by Government Code section 6505 no later than fifteen (15) days after receipt of said audit by the Governing Board.

G. Dues. The Members of the Council shall be responsible for payment to the Council, annually, of dues in the amounts annually budgeted by the Governing Board for the operating costs of the Council (“Dues”). If there is any proposed change to the method by which dues are calculated, thirty (30) days’ notice shall be provided to Members prior to the meeting at which the proposed change will be considered. Thirty (30) days’ notice shall be

provided to Members of the date by which Dues are to be submitted, which shall be July 1st each year.

The Governing Board may waive dues or approve payment arrangements of dues as it deems appropriate.

H. Uses of Funds. Grant funds received by the Council from any federal, state, or regional agency to pay for budgeted expenditures for which the Council has received all or a portion of said funds from the parties hereto shall be used as determined by the Governing Board and in accordance with the terms of any such grants and applicable laws.

Article VIII - Amendments

These Bylaws may, from time to time and at any time, be amended or repealed, and new or additional bylaws adopted, by approval of the Council, provided, however, that the Bylaws may not contain any provision in conflict with any applicable laws or with the Agreement. Amendments to these Bylaws may be proposed by a Governing Board Representative. Any Amendment shall be submitted to the Governing Board at a meeting at least one month prior to the meeting at which the Amendment is voted upon. A vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board is required to adopt an Amendment.

REPORT

DATE: October 19, 2017

TO: Executive Committee
City Managers Steering Committee
Governing Board

FROM: Marisa Creter, Interim Executive Director

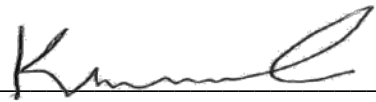
RE: **1st AMENDMENT TO THE SGVCOG 2017-18 BUDGET**

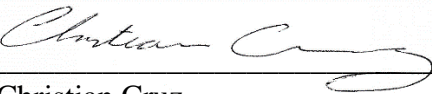
RECOMMENDED ACTION

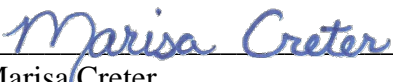
Adopt Resolution 17-34 approving Amendment #1 to the FY 2017-18.

BACKGROUND

Staff is recommending revisions to the FY 2017-18 budget. The overall impact is resulting in a negative year-end balance of \$175,267. This is a net decrease of \$178,342, which is primarily attributable to one-time expenses associated with the ACE/SGVCOG integration and Executive Director recruitment.

Prepared by: 
Katie Ward
Management Analyst

Prepared by: 
Christian Cruz
Management Analyst

Approved by: 
Marisa Creter
Interim Executive Director

ATTACHMENTS

Attachment A – Explanation of Revisions to Revenue and Expenses
Attachment B – Resolution 17-34

Attachment A - Summary of Proposed Revisions (FY 2017-18)

Line	Note
5,45	<p>Staff is recommending a one-time increase in expenditures for management consulting services due to SGVCOG/ACE integration and Executive Director recruitment.</p> <p>In July 2017, Raupp Consulting Group conducted organizational interviews with SGVCOG and ACE staff in anticipation of the possible integration at a cost \$8,000. Based on the number of employees, ACE will cover 79% of the cost for the consulting services offered by Raupp Consulting Group. The net impact will be an increase in expenses of \$1,680. Staff is continuing to work with Raupp Consulting Group in organizational change management and recently executed a contract for \$10,000 to assist with the transition. Staff is proposing a total budget of \$30,000 to assist throughout the year.</p> <p>Additionally, the Board took action in September 2017 to hire an executive recruitment firm to assist with the recruitment of the SGVCOG Executive Director. This will result in an increase of \$25,000 for expenses.</p> <p>Staff is anticipating the need for an HR firm to assist with the personnel integration. Initial estimates are that this contract would be approximately \$25,000.</p> <p>The net impact of these management consulting services will increase expenses by \$81,680.</p>
9,46	<p>The SGVCOG currently has an MOU with Metro for Metro Board Support. The terms of the MOU allow for cost-of-living adjustments, which results in an increase of \$5,384 in revenue. In September, the Governing Board approved an updated contract with Mary Lou Echternach for Metro Board of Director Services that would cover additional activities attributed to the passage of Measure M. This will result in an increase in expenditures of \$16,730. The net impact of these two items will result in an increase of \$11,346 in expenditures.</p>
15,57	<p>In July, the Governing Board authorized the Executive Director to execute an MOU with LA County to promote commercial PACE in the San Gabriel Valley. The MOU provides the SGVCOG with \$120,000 in additional revenue in FY 2017-18. The SGVCOG contracted for an amount of \$100,000 for the San Gabriel Valley Economic Partnership to carry out the services outlined in the MOU. The net impact will be to increase revenue by \$20,000.</p>
16,58	<p>In July, the Board authorized the Executive Director to execute a contract with Metro for an open streets event. The total value of the contract is \$596,000. The SGVCOG, along with the cities of San Dimas, Claremont, La Verne and Pomona will host this event on April 22, 2018. Subsequent MOUs were authorized to be executed with these four cities to handle event planning, public safety, traffic controls and other support services related to the event. Additionally, the SGVCOG authorized a contract with CicLAvia in an amount not to exceed \$325,000 for production of this open streets event. The net impact will be to increase revenue by \$21,000.</p>
21	<p>The SGVCOG currently has a contract for legal services with Jones and Mayer. In September, the Governing Board approved an additional one-time increase of</p>

	\$50,000 for legal services related to SGVCOG/ACE integration.
10, 11, 12, 26,27 28,	<p>Changes to these line items reflect changes in staffing as follows:</p> <ul style="list-style-type: none"> • Decrease in revenue and expenses associated with Measure M and the transportation planner position. Metro is currently developing revenue estimates and staff will report back in the coming months. • In September, Governing Board authorized the Executive Director to execute a contract with the County of Los Angeles to fund a full-time Regional Homelessness Coordinator. These funds will be used to support a full-time regional homeless coordinator at the SGVCOG. • 3-month vacancy in the Executive Director Position and an Interim Executive Director salary adjustment, • Addition of part-time Senior Management Analyst. • Promotion of one Management Analyst to Senior Management Analyst and temporary assignment of one Intern as a Part-Time Project Assistant. • Increase in revenue and expenditures due to Energy Wise and PACE grant activities. <p>The net impact will be a \$35,559 increase in expenditures.</p>
30	In FY 2016-2017, the SGVCOG created an executive management program and expended its professional development program. This will result in an increase of \$7,000 of expenses.
49	<p>Following Board action in August to integrate ACE/SGVCOG a joint meeting with SGVCOG and ACE Staff was convened. It was recommended staff taskforces be created for the following:</p> <ul style="list-style-type: none"> • Project identification, • Personnel/HR Systems, • Budget, Contracts, and Administrative Issues, and • Office Space and Branding. <p>ACE staff indicated they do not have un-restricted funds available to participate in the task force groups. ACE has proposed an MOU with the SGVCOG for an amount not to exceed \$45,000 to cover staff time if no other funding source can be identified. This item will be presented to the Governing Board in November.</p>

Attachment B

RESOLUTION NO. 17-33

**RESOLUTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
(SGVCOG) APPROVING AMENDMENT #1 TO THE FY 2017-18 BUDGET**

WHEREAS, the SGVCOG Governing Board adopted the FY 2017-18 Budget on May 18, 2017;

WHEREAS, annual budget serves as the basis for the SGVCOG's programs and activities;

WHEREAS, since the adoption of the budget the SGVCOG has updated information regarding revenues and expenditures;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board approves Amendment #1 to the FY 2017-18 budget to incorporate the following changes (as shown in Exhibit A):

1. Increase Miscellaneous revenues by \$6,320 from \$0 to \$6,320.
2. Increase MTA Consultant revenues by \$5,384 from \$88,413 to \$93,797.
3. Decrease Measure M Transportation Planning Funding revenues by \$200,000 from \$200,000 to \$0.
4. Increase Measure H Homeless Planning Funding revenues by \$118,500 from \$0 to \$118,500.
5. Increase SGVEWP Gas revenues by \$30,000, from \$120,000 to \$150,000.
6. Increase LA County Commercial PACE Grant revenues by \$120,000 from \$0 to \$120,000.
7. Increase Metro Open Streets Grant revenues by \$596,000 from \$0 to \$596,000.
8. Increase Legal Services expenses by \$46,000 from \$30,000 to \$76,000.
9. Decrease Salary expenses by \$65,941 from \$619,550 to \$553,609.
10. Increase Internship Program expenses by \$50,000 from \$40,000 to \$90,000.
11. Decrease Benefit expenses by \$7,635 from \$118,273 to \$110,638.
12. Increase Staff Training expenses by \$7,000, from \$5,000 to \$12,000.
13. Increase Management Consultant Services expenses by \$88,000, from \$0 to \$88,000.
14. Increase MTA Board Support expenses by \$17,122, from \$106,090 to \$123,212.
15. Increase ACE/COG Integration (ACE) expenses by \$45,000, from \$0 to \$45,000.
16. Increase LA County PACE Contract with SGVEP expenses by \$100,000, from \$0 to \$100,000.
17. Increase Metro Open Streets expenses by \$575,000, from \$0 to \$575,000.

PASSED AND ADOPTED by the Governing Board of San Gabriel Valley Council of Governments, County of Los Angeles, in the County of Los Angeles, State of California, on the 19th day of October 2017.

San Gabriel Valley Council of Governments

Cynthia Sternquist, President

Attest:

I, Marisa Creter, Interim Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that Resolution 17-33 was adopted at a regular meeting of the Governing Board held on the 19th day of October 2017, by the following roll call vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary

Exhibit A

		FY 2017-18	Proposed Revisions
1	General Operating Income		
2	Member Dues	\$ 760,798	\$ 760,798
3	Sponsorships	50,000	50,000
4	Hero Revenue	12,000	12,000
5	Miscellaneous Revenue	-	6,320
6	Interest	1,000	1,000
7	<i>Total General Operating Income</i>	823,798	830,118
8	Grants & Special Project Income		
9	MTA Consultant	88,413	93,797
10	Measure M Transportation Planning Funding	200,000	0
11	Measure H Homeless Planning Funding		118,500
12	Energy Wise (SGVEWP) - Gas	120,000	150,000
13	Energy Wise (SGVEWP) - Edison	100,000	100,000
14	SGVEWP Strategic Plan Grant	40,000	40,000
15	LA County Commercial PACE Grant		120,000
16	Metro Open Streets Grant		596,000
17	<i>Total Grants & Special Project Income</i>	548,413	1,218,297
18	Total Income	1,372,211	2,048,415
19	General Operating Expenses		
20	<u>Ongoing Operational Contracts</u>		
21	Legal Services	30,000	76,000
22	Financial Audit Services	20,400	20,400
23	Treasurer	12,000	12,000
24	Financial/Accounting Services (ACE)	28,000	28,000
25	<u>Personnel</u>		
	Salaries	619,550	553,609
26			
27	Internship Program	40,000	90,000
28	Benefits (including PERS and Taxes)	118,273	110,638
30	Staff Training and Professional Development	5,000	12,000

Exhibit A

		FY 2017-18	Proposed Revisions
31	<u>General & Administrative</u>		
32	Rent & Parking	74,806	74,806
33	Utilities	8,265	8,265
34	Postage	2,000	2,000
35	Equipment & Software Acquisition	10,000	10,000
36	Storage	2,751	2,751
37	Office Supplies	5,000	5,000
38	Miscellaneous maint/ops expense	20,000	20,000
39	Meeting/Travel	40,000	40,000
40	Dues & Subscriptions	3,500	3,500
41	Administrative Fees	3,500	3,500
42	Insurance	8,000	8,000
43	General Assembly	50,000	50,000
44	<u>Consultant Services</u>		
45	Management Consultant Services	-	88,000
46	MTA Board Support	106,090	123,212
47	Transportation Technical Support (ACE)	25,000	25,000
48	Administrative Support (ACE)	20,000	20,000
49	ACE/COG Integration (ACE)		45,000
50	Media/Public Relations	2,000	2,000
51	Information Technology	2,000	2,000
52	Grant Writing Services	50,000	50,000
53	<u>Direct Expenses</u>		
54	Board Stipends & Taxes	11,000	11,000
55	Printing / Publication	12,000	12,000
56	<u>Direct Grant Expenses</u>		100,000
57	LA County PACE Contract with SGVEP		
58	Metro Open Streets Expenditures		575,000
59	SGVEWP Edison & Gas Expenses	40,000	40,000
60	Total Expenditures	<u>1,369,136</u>	<u>2,223,682</u>
59	Net income (Loss)	<u>\$ 3,075</u>	<u>\$ (175,267)</u>

REPORT

DATE: October 19, 2017

TO: Governing Board

FROM: Marisa Creter, Interim Executive Director

RE: **LEGISLATIVE AD HOC COMMITTEE DRAFT GOVERNING BOARD REPORT**

RECOMMENDED ACTION

Recommend the Governing Board dissolve the Legislative Ad Hoc Committee, and direct staff to monitor select legislation that does not fall within the sphere of one of the SGVCOG Policy Committees and report out to the Executive Committee.

BACKGROUND:

In January 2017, the SGVCOG Governing Board authorized the creation of an Ad Hoc Legislative Committee for one legislative year. The committee was tasked to report back at the conclusion of the legislative cycle with recommendations on how a permanent policy Committee would function or if one would be necessary moving forward.

COMMITTEE MEMBERS, PURPOSE AND PROCESS:

The Ad Hoc Committee was comprised of the following members:

- Juventino Gomez, El Monte
- Ginna Escobar, Pomona
- Margaret Clark, Rosemead
- Juli Costanzo, San Gabriel
- Thomas Wong, Water Districts
- Bob Pacheco, Walnut
- Chris Freeland, West Covina

SGVCOG staff Eric Wolf and Christian Cruz assisted the work of the Ad Hoc Committee.

The Legislative Ad Hoc Committee was tasked with assisting policy committees and the Governing Board in identifying and tracking legislation. The Committee's primary focus was on legislation that relates to the areas identified in the SGVCOG's Strategic Plan.

In addition, the Legislative Ad-Hoc Committee was responsible for tracking legislation that the Governing Board had taken a formal position on and advising the Legislative Ad Hoc and policy

committees of changes to those pieces of legislation.

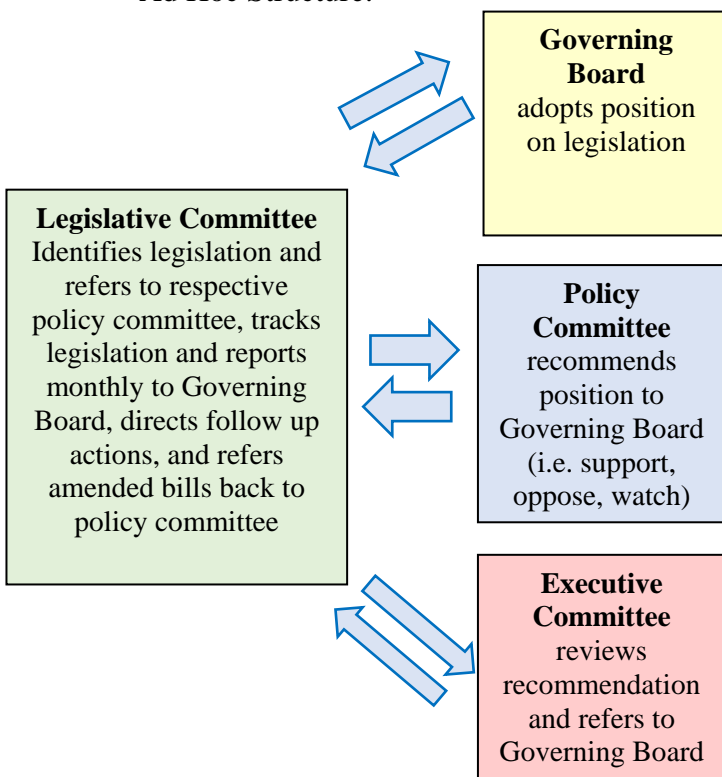
AD HOC COMMITTEE RECOMMENDATIONS:

The key recommendation of the Ad Hoc Legislative Committee is as follows:

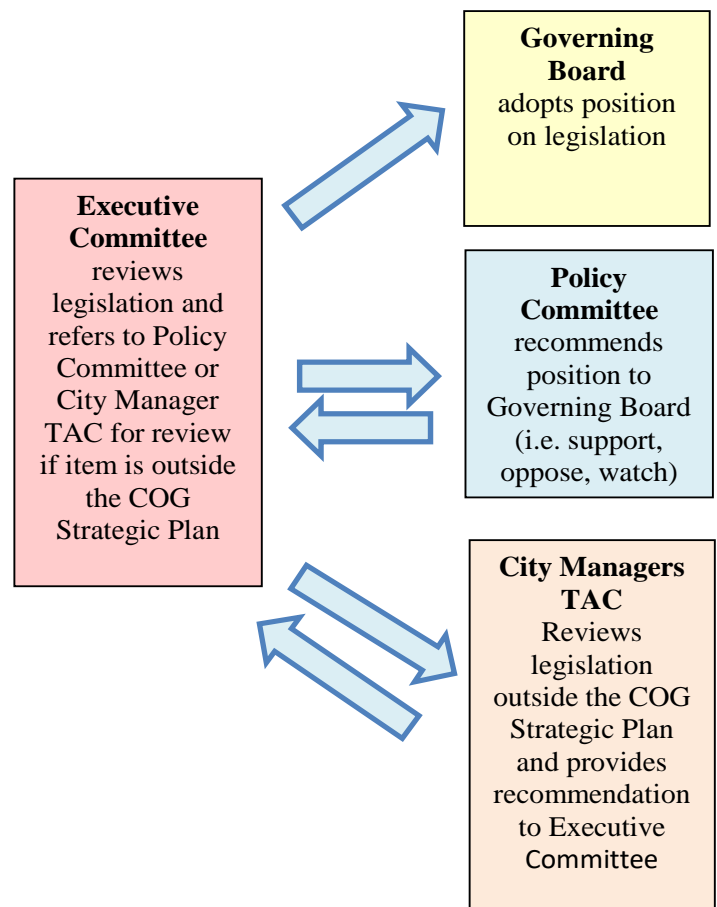
- Dissolve and Incorporate Legislative Committee Function Elsewhere:** The Ad-Hoc committee members suggest that if this committee is limited to an information only committee, the COG might be better suited to incorporate tracking and reporting of legislation that is otherwise not already being reported on by a policy or technical advisory committees, to either the City Managers TAC or Executive Committee for review and direction, and dissolve the Legislative Ad-Hoc Committee.

ORGANIZATIONAL STRUCTURE:

Ad Hoc Structure:



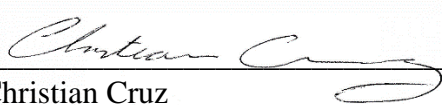
Permanent Structure:



CONCLUSION:

The Legislative Ad Hoc Committee recommends dissolving the Legislative Committee. Over the course of its tenure, it was found that the legislation it tracked was already being reviewed by the relevant policy committee. The meeting agendas typically amounted to nothing more than information items, updating the committee members on actions that policy committees had taken or amendments to the legislation. Only once did the committee identify legislation of interest that was not already tracked by a policy committee. This was a public safety bill sponsored by a San Gabriel Valley representative. Although important and something that the SGVCOG should follow and possibly take a position on, it is not necessary to have a separate committee to come to this conclusion.

The Legislative Ad Hoc Committee recommends that staff provide updates to the Executive Committee on legislation that the Board has taken a position on and refer legislation that falls within the COG Strategic Plan as appropriate to the Policy Committees. If a piece of legislation does not fall within the Strategic Plan, it is recommended that Executive Committee refer it to the City Managers TAC for review and recommendation.

Prepared by: 
Christian Cruz
Management Analyst

Approved by: 
Marisa Creter
Interim Executive Director

REPORT

DATE: October 19, 2017

TO: Governing Board

FROM: Marisa Creter, Interim Executive Director

RE: UPPER LOS ANGELES RIVER COORDINATED INTEGRATED MONITORING PROGRAM

RECOMMENDED ACTION

Authorize the Executive Director to execute Memorandums of Agreement with participating agencies to administer contracts related to the Upper Los Angeles River (ULAR) Coordinated Integrated Monitoring Program (CIMP).

BACKGROUND

In 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) issued new Municipal Separate Storm Sewer System (MS4) permits. Under this permitting structure, local agencies (permittees) were allowed to form Enhanced Watershed Management Programs (EWMP), consisting of multiple permittees within a watershed, for the purpose of consolidating their compliance efforts. The Upper Los Angeles River (ULAR) EWMP consists of nineteen permittees¹, eleven of which are members of the San Gabriel Valley Council of Governments (SGVCOG) as follows:

- City of Alhambra
- City of La Canada Flintridge
- City of Montebello
- City of Monterey Park
- City of Pasadena
- City of Rosemead
- City of San Gabriel
- City of San Marino
- City of South El Monte
- City of South Pasadena
- City of Temple City

CIMP MOAs AND FUNDING

One of the requirements under the permit is to establish a Coordinated Integrated Monitoring Program (CIMP) to monitor the progress of the EWMP toward meeting clean water goals. The CIMP scope of work includes program development, establishing monitoring stations at key waterbody outfalls, measuring pollutants and constituents at receiving waters, monitoring stormwater and non-stormwater outfalls, developing and tracking studies, and annual reporting to the Regional Board. There are both technical and managerial aspects of the CIMP function, including regular laboratory work such as water testing, and administrative interaction with the Regional Board. Members of the EWMP meet monthly to review the CIMP program and other aspects of the EWMP.

For the past four years, the City of Los Angeles' (the City) Watershed Protection Division has

¹ The other eight members of the ULAR CIMP are: Los Angeles County Flood Control District, County of Los Angeles, City of Los Angeles, City of Burbank, City of Calabasas, City of Glendale, City of Hidden Hills, and City of San Fernando.

performed the CIMP function by agreement of all permittees in the EWMP. The City has the technical capability to perform monitoring actions integral to its organizational structure. In 2015, all ULAR permittees voluntarily entered into a Memorandum of Agreement (MOA) with the City to perform CIMP functions on behalf of the EWMP. The current MOA is structured such that in general, total monitoring and non-monitoring costs are distributed according to each permittee’s land area relative to the total land area in the ULAR EWMP. For example, the City of Los Angeles has 58% of the land area in the EWMP so they pay 58% of the total cost of the CIMP program. (With the initial MOA, there were additional startup costs and overhead so the formula is not exact.)

Agency	Land Area (acres)	% of Area
LACFCD ²		
City of Los Angeles	181,288.00	58.53%
County of Los Angeles	41,048.07	13.25%
City of Alhambra	4,884.31	1.58%
City of Burbank	11,095.20	3.58%
City of Calabasas	4,005.68	1.29%
City of Glendale	19,587.50	6.32%
City of Hidden Hills	961.03	0.31%
City of La Canada Flintridge	5,534.46	1.79%
City of Montebello	5,356.38	1.73%
City of Monterey Park	4,951.51	1.60%
City of Pasadena	14,805.30	4.78%
City of Rosemead	3,310.87	1.07%
City of San Fernando	1,517.64	0.49%
City of San Gabriel	2,644.87	0.85%
City of San Marino	2,409.64	0.78%
City of South Et Monte	1,594.16	0.51%
City of South Pasadena	2,186.20	0.71%
<u>City of Temple City</u>	<u>2,576.50</u>	<u>0.83%</u>
Total	309,757.32	100.00%

Table 1: Relative and Total Land Area in the ULAR EWMP/CIMP

SGVCOG ROLE

When the MOA is renewed in 2018, EWMP members, including the City and all eleven cities in the San Gabriel Valley, are asking that the SGVCOG take over the billing portion of the MOA. The structure of the new five-year agreement would be identical to the current MOA with the exception of the following changes:

- Separate the technical execution of the CIMP and the financial management of the program in order to provide third-party oversight.
- Implement a flat rate financial management fee, as opposed to a percent-based fee, in order to stabilize budgeting.
- Separate monitoring and non-monitoring costs in order to support the City’s internal

² The Los Angeles County Flood Control District does not own any land; hence they are charged a percentage of the overcall cost of the CIMP rather than a percentage of the land area.

accounting procedures. (Two MOAs will be required, one for monitoring costs and one for non-monitoring costs.)

Additionally, the City would like to incorporate an added role of marketing the City's CIMP services to Individual Industrial Permittees (IIPs), commercial businesses, such as recyclers, restaurants, and auto repair shops, whose day-to-day functions require them to be monitored for stormwater and urban runoff pollution. The rationale is that the monitoring functions the City is already performing for the cities in the EWMP can also serve IIPs. Given a list of IIPs provided by the City, SGVCOG would send a form letter to each IIP offering them membership in the CIMP as an alternative to implementing a monitoring program on their own or through a contractor. The City will charge \$12,300 for this service which includes a 10% financial management fee (\$1,230) for each IIP that joins the CIMP. The SGVCOG would retain the financial management fee. The EWMP has not discussed this added role but initial conversation with members indicates their support. They have a discussion of enrolling IIPS as an agenda item at their next monthly meeting.

The two MOAs (monitoring and non-monitoring), beginning in 2018, would include the following SGVCOG tasks:

- Execute two five-year MOAs (Monitoring and Non-Monitoring) with each individual permittee for their proportionate share of the costs of the CIMP program which include program costs, a 10% contingency, and a financial management fee.
- By May 31st of each year, bill each permittee for their proportionate share of the program in the coming fiscal year.
- By June 30th of each year, collect fees to be used to execute the program during the following fiscal year.
- Retain the CIMP contingency funds in a secured account to fund overages in monitoring, special studies, exceedances, or other needs upon agreement and approval of EWMP members.
- Execute two five-year MOAs (Monitoring and Non-Monitoring) with the City of Los Angeles to pay the collected amount of program costs to the City.
- Execute contracts with 3rd party consultants, as needed, to support special studies and other uses of the contingency funds.
- Provide an annual reconciliation report each fiscal year.
- Market CIMP services to IIPs and serve as the financial manager, receiving 10% for each IIP that joins.

In exchange for these services, the SGVCOG would retain financial management fees amounting to \$100,000 per year.

BENEFITS AND CONSIDERATIONS

A similar arrangement exists with the South Bay Cities COG (SBCCOG) and the Dominguez Channel Watershed Management Group which includes nine permittees. For this service, SBCCOG receives approximately \$50,000 per year. Given that there are twice the number of permittees in the ULAR EWMP, the EWMP group is proposing a financial management fee of \$100,000 per year for the SGVCOG. At a regular meeting of the ULAR EWMP, members agreed to this financial management fee. SBCCOG also performs the marketing function to IIPs in their region for which they receive \$1,230 annually per IIP, as described above.

The SGVCOG has filled this type of role in the past. In 2011 – 2012, the SGVCOG entered into a contract with a consultant for development of the Los Angeles River (Reach 2) Total Maximum Daily

Load (TMDL) Implementation Plan. Each agency bordering Reach 2 paid the SGVCOG a portion of the total cost of the contract according to their percentage of area relative to the total area of the Reach.

Staff has identified the following soft costs for the proposed MOAs with the ULAR EWMP:

- Initiating the MOAs. This has/will require staff time to for persistent dialog with the City, as well as with member permittees in order to obtain signatures on the MOAs.
- Legal review. Enacting the MOAs will require additional legal fees for review of the documents.
- Annual billing. The completed MOAs will include a table that specifies the financial liability of each agency year-by-year. Each May, the COG will send out bills to the 19 agencies, with payments due before June 30th.
- Enlisting IIPs. The SGVCOG may (but does not have to) take on the role of marketing CIMP service to IIPs. Each IIP would execute a contract with the City of LA and the COG would bill them in the same way it bills the EWMP members.
- Third Party Contracting (as needed). If the ULAR EWMP ever determined that the expertise of an outside contractor was needed, the COG would participate as the contracting agency, issuing the RFP and administering the financial aspects of the contract. The City of LA would provide technical oversight of the contractor.

This item has been held for two months in order to answer Executive Committee questions including:

- Will the COG have to enforce penalties on industrial permittees?
Individual Industrial Permittees (IIPs) are responsible to report to the Regional Board that they are complying with monitoring. They may meet that responsibility by having the City of LA do that monitoring and reporting for them. If an IIP, subsequent to signing up for monitoring fails to pay for this service, they would be dropped from the monitoring program and would have to find another way to report their compliance to the Regional Board. The COG would not be responsible in any way for enforcing and collecting penalties for permit violations. The COG would not have any responsibility for non-compliance and would simply terminate its agreement if an industrial permittee fails to submit payment.
- Have any agencies failed to pay and what happens if this occurs?
This has never happened and is unlikely because, whether or not the agencies of the ULAR contract with the City to perform CIMP monitoring, they are still responsible for CIMP reporting to the Regional Board, so they would either have to take on the monitoring in-house or contract for it. In any case, the MOAs address this circumstance directly. If an agency does not remit payment they would eventually be dropped from the group of CIMP permittees after being given several opportunities to pay. Although this has never happened, if it did come about, the overall cost of the program would be recomputed and the total costs shared by the remaining members according to their percentage of the overall area, just as previously explained.
- How will San Gabriel Valley cities be protected against “hidden costs,” i.e. being double charged by both the SGVCOG and the City for administrative costs?
Built into the program are several opportunities to verify costs. To begin with, the MOAs include a calculation of the overall cost of the program for the five years. That cost is broken down by year and by agency, providing an initial opportunity to review the cost. Periodically, the City will provide invoices to the EWMP detailing their expenditures on the program. Each city has a representative on the EWMP who can review these invoices. Finally, there will be a year-end reconciliation of the cost of the program and the amount remaining rolled

over to the next year.

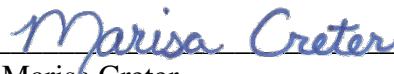
Having the SGVCOG enter into these MOAs provides several benefits to the ULAR EWMP, its permitted cities, the City, and the SGVCOG.

1. The MOAs provide comfort to the EWMP members at having third-party oversight of the expenditures of the program.
2. The SGVCOG would serve as a conduit for the City to expedite contracting of specialized outside consultant services, as needed, for issues beyond the City's organic capability. (This contracting is otherwise a lengthy process for the City based on their layered procurement process.)
3. Extending CIMP services to IIPs also provides a service to businesses that may otherwise find it hard to comply with monitoring requirements.
4. Assuming this role increases the value of the SGVCOG to its member agencies in the strategic area of Water Quality and Stormwater.

RECOMMENDATION

Authorize the Executive Director to execute Memorandums of Agreement with participating agencies to administer contracts related to the Upper Los Angeles River (ULAR) Coordinated Integrated Management Program (CIMP).

Prepared by: 
Eric Wolf
Senior Management Analyst

Approved by: 
Marisa Creter
Interim Executive Director

ATTACHMENTS

- Attachment A – Final Draft Non-Monitoring Memorandum of Agreement
- Attachment B – Final Draft Monitoring Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE ENHANCED WATERSHED MANAGEMENT PLAN (EWMP) ASSOCIATED TASKS FOR THE UPPER LOS ANGELES RIVER WATERSHED MANGAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County MS4 as a large municipal separate storm sewer system (MS4) pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R42012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River (ULAR) Watershed Management Area as identified in Exhibit C of this MOA; and

WHEREAS, an ULAR Watershed Management Committee (WMC), required by the MS4 Permit, meets on a regular basis and is attended by the PARTIES in the watershed; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) in accordance with the MS4 Permit for a portion of the ULAR Watershed Management Area as identified in Exhibit C of this MOA to comply with all applicable EWMP requirements of the MS4 Permit; and

WHEREAS, the PARTIES agree to collaboratively fund associated EWMP activities including, but not limited to these MS4 Permit-mandated EWMP ASSOCIATED TASKS: costs for the Annual Report preparation, costs for Adaptive Management, costs for the implementation of the Trash Reporting and Monitoring Plan (TRMP), costs for the preparation of the Report of Waste Discharge (ROWD), costs for completion of the load (bacteria) reduction strategy in segments and tributaries of the upper Los Angeles River and costs for potential special studies in the watershed; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed \$1,978,972; and

WHEREAS, the PARTIES desire to have the SGVCOG under direction of the ULAR WMC: (a) invoice and collect funds from each of the PARTIES to cover the costs of EWMP ASSOCIATED TASKS and pay the City of Los Angeles; (b) administer this MOA; and (c) negotiate, enter into agreements with consultants for as-needed services to support the EWMP ASSOCIATED TASKS; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the EWMP ASSOCIATED TASKS based on the Distributed Costs contained in Table 1 of Exhibit A of this MOA; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the ASSOCIATED TASKS required to implement the Upper Los Angeles Watershed Management Area Group EWMP and authorize the SGVCOG to administer the cost sharing.

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

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of the EWMP ASSOCIATED TASKS.

Section 5. Term. This MOA shall become effective on the last date of execution by either a PARTY or the SGVCOG and shall remain in effect for five (5) years from the effective date or until June 30, 2023, or whichever is later. The MOA may be extended, through an amendment, for an additional term of three (3) years.

Section 6. Commitment. Once effective, all cooperating PARTIES and the SGVCOG agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AND SGVCOG AGREE:

- a. Administrative Services. The City of Los Angeles will perform the EWMP ASSOCIATED TASKS to support the PARTIES compliance with the MS4 Permit per the practices found in the approved EWMP with the administrative support of the SGVCOG. The SGVCOG may modify this MOA through an amendment approved by all PARTIES, when conditions, such as but not limited to, expansion of tasks associated with EWMP requirements impact annual costs.
- b. Invoicing. The SGVCOG will invoice the PARTIES in annual amounts not exceeding the invoice amounts shown in Table 1 of Exhibit A except the CITY. SGVOG will pay the CITY, the difference of funds collected minus the sum of

administrative costs and CITY portion of shared cost for monitoring services. The annual invoices will be issued in May of each calendar year in anticipation of the expected monitoring cost for the following fiscal year. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES completed during each annual payment term by October 31st of the following year. The PARTIES will form a subcommittee to verify the accounting, monitoring and other work completed and the amount of the invoices before the SGVCOG remits payment back to CITY.

- c. Contracting. The PARTIES authorize the SGVCOG to contract for technical consultants for completing the EWMP ASSOCIATED TASKS as described in this MOA.

Section 8. Payment.

- a. Annual Payment. The PARTIES shall pay the SGVCOG for their proportional share of the estimated cost for MONITORING SERVICES and SGVCOG fees as shown in Table 1 of Exhibit A, within sixty (60) days of receipt of the invoice from the SGVCOG. The SGVCOG will remit payment to the CITY within sixty (60) days of receipt of payments from the other PARTIES, noting any delinquent payments that remain due after deducting the SGVCOG's administrative fee as set forth in Table 1 of Exhibit A. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to change, through an amendment, pursuant to unforeseen challenges.
- b. Program Management Fee. The costs of EWMP ASSOCIATED TASKS in Exhibit A include a Program Management Fee for facilitation of this MOU by the SGVCOG in the amount of \$50,000 per year.
- c. Reconciliation of this MOA. Any unexpended funds held by the SGVCOG at the termination of this MOA will either be reimbursed to the PARTIES by the SGVCOG in accordance with the distributed cost formulas set forth in Tables 2-9 of Exhibit A, or PARTIES may elect to roll-over unexpended costs to cover expenses in the following year. At the end of each fiscal year, and at the end of the MOA, the SGVCOG will provide the PARTIES with a statement of actual expenditures within ninety (90) days. .
- d. Late Payment Penalty. Any payment that is not received within 60 days following receipt of the SGVCOG invoice shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made from one (1) to thirty (30) days after the due

date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made from thirty one (31) to sixty (60) days after the due date. The Prime Rate in effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.

- e. Delinquent Payments. A PARTY or PARTIES payment is considered to be delinquent 180 days after receipt of the invoice from the SGVCOG. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from the SGVCOG attorney; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the ULAR EWMP. If the PARTY or PARTIES remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following invoice amongst all remaining PARTIES in accordance with a revised distributed cost formula that is exclusive of the delinquent PARTY or PARTIES.

Section 9. THE PARTIES FURTHER AGREE:

- a. Payment. The PARTIES agree to pay the SGVCOG for all ASSOCIATED TASKS required to implement the ULAR EWMP, pursuant to the MS4 Permit, not exceeding the amounts shown in Table 1 of Exhibit A, based on the distributed cost formulas in Tables 2-9 of Exhibit A, attached hereto and made a part of this MOA by this reference.
- b. Documentation. The PARTIES agree to provide all requested information and documentation in their possession, and make available for release to the CITY, that is deemed necessary by the PARTIES to perform the EWMP ASSOCIATED TASKS at no cost to the CITY.
- c. Access. Each PARTY shall allow reasonable access and entry to the City of Los Angeles or its contractor, on an as-needed basis during the term of this MOA, including but not limited to the PARTY'S storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purposes of this MOA, provided, however, that prior to entering any of the PARTY'S FACILITIES, the CITY or its contractor shall provide written notice 72 hours in advance of entry from the applicable PARTY, or in the cases where 72 hour advanced notice is not possible, such as in cases of unforeseen wet weather, as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide a "no-fee" Access Permit to their facilities/structures which require access to perform the EWMP ASSOCIATED TASKS by the City.

- d. Reporting. The City of Los Angeles shall distribute the semi-annual and annual reports to the PARTIES 15 days prior to its intended date of submittal to the Regional Board. The PARTIES may review the reports and submitted comments to the City of Los Angeles prior to its submittal to the Regional Board. The City of Los Angeles has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

Section 10. Indemnification

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

- a. Any PARTY may terminate this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Terminated PARTIES shall remain wholly responsible for their share of the costs of EWMP ASSOCIATED TASKS that were incurred up to the date at which the MOA was terminated. A terminated PARTY shall have rights to all work and reports produced with the use of its paid cost allocation. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the EWMP. Upon withdrawal by the SGVCOG,

the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

- b. The SGVCOG shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate its PARTY status in this MOA.
- c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default as determined by the PARTIES.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.
- c. Relationship of the Parties. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

- d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without the prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. Such amendments may be executed by those individuals listed in Exhibit B or by a responsible individual as determined by each PARTY.
- f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g. No Presumption in Drafting. The Parties to this MOA agree that the general rule that an MOA is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- i. Entire Agreement. This MOA, and its Exhibits, constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- j. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- l. All parties to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and SGVCOG and shall be rectified by amending this MOA as described in Section 12(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By

GAIL FARBER, Director of Public Works

Date

APPROVED AS TO FORM:

Mary C. Wickham
Interim County Counsel

By

Deputy

Date

Sample Signature Page

EXHIBIT A

Table 1. Distribution of Total Cost for Implementing ULAR EWMP Associated Tasks

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	5YR Total
City of Los Angeles	58.53%	\$203,215	\$161,512	\$244,917	\$254,858	\$217,116	\$1,081,617
Alhambra	1.58%	\$5,485	\$4,360	\$6,611	\$4,743	\$5,861	\$27,059
Burbank	3.58%	\$12,432	\$9,882	\$14,983	\$10,750	\$13,283	\$61,329
Calabasas	1.29%	\$4,902	\$3,560	\$5,399	\$3,908	\$4,786	\$22,555
Glendale	6.32%	\$21,948	\$17,445	\$26,451	\$18,978	\$23,449	\$108,272
Hidden Hills	0.31%	\$4,218	\$857	\$1,299	\$4,415	\$1,152	\$11,942
La Canada Flintridge	1.79%	\$6,216	\$4,941	\$7,492	\$5,375	\$33,593	\$57,616
Montebello	1.73%	\$6,006	\$4,774	\$7,239	\$5,193	\$6,417	\$29,629
Monterey Park	1.60%	\$5,558	\$4,418	\$6,698	\$4,806	\$5,938	\$27,416
Pasadena	4.78%	\$16,593	\$13,188	\$26,574	\$34,397	\$17,729	\$108,480
Rosemead	1.07%	\$4,742	\$2,950	\$4,475	\$3,209	\$3,966	\$19,342
San Fernando	0.49%	\$4,341	\$1,351	\$2,050	\$1,988	\$1,817	\$11,547
San Gabriel	0.85%	\$4,597	\$2,347	\$3,558	\$3,850	\$3,154	\$17,506
San Marino	0.78%	\$4,540	\$2,151	\$3,262	\$2,340	\$2,892	\$15,185
South El Monte	0.51%	\$1,478	\$2,887	\$2,136	\$1,533	\$1,894	\$9,929
South Pasadena	0.71%	\$4,487	\$1,955	\$2,966	\$2,127	\$2,629	\$14,163
Temple City	0.83%	\$4,578	\$2,289	\$3,472	\$2,490	\$3,077	\$15,906
LACFGD	--	\$18,850	\$15,100	\$22,600	\$35,900	\$20,100	\$112,550
LA County	13.25%	\$46,002	\$36,562	\$55,443	\$39,775	\$49,149	\$226,931
Total	100.00%	\$383,071	\$291,049	\$441,049	\$316,049	\$391,049	\$1,978,972

Notes:

- Total Cost = SGVCOG Admin Fee + Annual Report Costs + Adaptive Management Costs + ROWD Costs + LRS Costs + TMRP Costs + Special Studies Costs.

Table 2 : Upper Los Angeles CIMP Contingency (Deficiency) Funds FY15/16 To FY 17/18

CITY	% Drainage Area	FY 15-16	FY 16-17	FY 17-18	Contingency		
		Contingency			Total collected FY15-18	Used	Leftover
City of Los Angeles	58.53%	\$81,543	\$66,726	\$ 60,867	\$209,136	\$50,699.77	\$158,436.67
Alhambra	1.58%	\$2,201	\$1,801	\$1,643	\$5,646	\$5,258.20	\$387.38
Burbank	3.58%	\$4,988	\$4,081	\$3,723	\$12,792	\$6,858.12	\$5,933.76
Calabasas	1.29%	\$1,797	\$1,471	\$1,342	\$4,609	\$5,031.86	(\$422.50)
Glendale	6.32%	\$8,805	\$7,205	\$6,572	\$22,582	\$9,045.74	\$13,536.56
Hidden Hills	0.31%	\$432	\$353	\$322	\$1,108	\$4,247.56	(\$3,139.88)
La Canada Flintridge	1.79%	\$2,494	\$2,041	\$1,861	\$6,396	\$5,425.68	\$970.26
Montebello	1.73%	\$2,410	\$1,972	\$1,799	\$6,182	\$5,379.80	\$801.75
Monterey Park	1.60%	\$2,229	\$1,824	\$1,664	\$5,717	\$5,275.51	\$441.53
Pasadena	4.78%	\$6,659	\$5,449	\$4,971	\$17,080	\$7,813.84	\$9,265.81
Rosemead	1.07%	\$1,491	\$1,220	\$1,113	\$3,823	\$4,852.88	(\$1,029.61)
San Fernando	0.49%	\$683	\$559	\$510	\$1,751	\$4,390.94	(\$2,640.10)
San Gabriel	0.85%	\$1,184	\$969	\$884	\$3,037	\$4,681.32	(\$1,644.14)
San Marino	0.78%	\$1,087	\$889	\$811	\$2,787	\$4,620.72	(\$1,833.66)

South El Monte	0.51%	\$711	\$581	\$530	\$1,822	\$4,410.66	(\$2,588.35)
South Pasadena	0.71%	\$989	\$809	\$738	\$2,537	\$4,563.16	(\$2,026.22)
Temple City	0.83%	\$1,156	\$946	\$863	\$2,966	\$4,663.71	(\$1,698.00)
LACFCD	--	\$7,333	\$6,000	\$5,473	\$18,806	\$ -	\$18,806.05
LA County	13.25%	\$18,460	\$15,106	\$13,779	\$47,344	\$ 14,573.98	\$32,770.25
Total	100.00%	\$146,650	\$120,004	\$109,467	\$376,121	\$151,793.45	\$224,327.55

Notes:

1. Table represents excess contingency funds from FY 15-16 per Agency. As agreed, costs for the implementation of the TMRP (\$4,000/Agency) was subtracted from each Agency's contingency surplus. Agency's showing Deficiency have remaining implementation costs factored into Year 1 of the TMRP annual costs (refer to Table 8)

Table 3: Upper Los Angeles SGVCOG Management Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 27,802	\$ 27,802	\$ 27,802	\$ 27,802	\$ 27,802
Alhambra	1.58%	\$ 751	\$ 751	\$ 751	\$ 751	\$ 751
Burbank	3.58%	\$ 1,701	\$ 1,701	\$ 1,701	\$ 1,701	\$ 1,701
Calabasas	1.29%	\$ 613	\$ 613	\$ 613	\$ 613	\$ 613
Glendale	6.32%	\$ 3,002	\$ 3,002	\$ 3,002	\$ 3,002	\$ 3,002
Hidden Hills	0.31%	\$ 147	\$ 147	\$ 147	\$ 147	\$ 147
La Canada Flintridge	1.79%	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
Montebello	1.73%	\$ 822	\$ 822	\$ 822	\$ 822	\$ 822
Monterey Park	1.60%	\$ 760	\$ 760	\$ 760	\$ 760	\$ 760
Pasadena	4.78%	\$ 2,271	\$ 2,271	\$ 2,271	\$ 2,271	\$ 2,271
Rosemead	1.07%	\$ 508	\$ 508	\$ 508	\$ 508	\$ 508
San Fernando	0.49%	\$ 233	\$ 233	\$ 233	\$ 233	\$ 233
San Gabriel	0.85%	\$ 404	\$ 404	\$ 404	\$ 404	\$ 404
San Marino	0.78%	\$ 371	\$ 371	\$ 371	\$ 371	\$ 371
South El Monte	0.51%	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242
South Pasadena	0.71%	\$ 337	\$ 337	\$ 337	\$ 337	\$ 337
Temple City	0.83%	\$ 394	\$ 394	\$ 394	\$ 394	\$ 394
LACFCD	--	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
LA County	13.25%	\$ 6,294	\$ 6,294	\$ 6,294	\$ 6,294	\$ 6,294
Total	100.00%	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000

Table 4: Upper Los Angeles Annual Report Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 55,604	\$ 55,604	\$ 55,604	\$ 55,604	\$ 55,604
Alhambra	1.58%	\$ 1,501	\$ 1,501	\$ 1,501	\$ 1,501	\$ 1,501
Burbank	3.58%	\$ 3,401	\$ 3,401	\$ 3,401	\$ 3,401	\$ 3,401
Calabasas	1.29%	\$ 1,226	\$ 1,226	\$ 1,226	\$ 1,226	\$ 1,226
Glendale	6.32%	\$ 6,004	\$ 6,004	\$ 6,004	\$ 6,004	\$ 6,004
Hidden Hills	0.31%	\$ 295	\$ 295	\$ 295	\$ 295	\$ 295
La Canada Flintridge	1.79%	\$ 1,701	\$ 1,701	\$ 1,701	\$ 1,701	\$ 1,701
Montebello	1.73%	\$ 1,644	\$ 1,644	\$ 1,644	\$ 1,644	\$ 1,644
Monterey Park	1.60%	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520
Pasadena	4.78%	\$ 4,541	\$ 4,541	\$ 4,541	\$ 4,541	\$ 4,541
Rosemead	1.07%	\$ 1,017	\$ 1,017	\$ 1,017	\$ 1,017	\$ 1,017
San Fernando	0.49%	\$ 466	\$ 466	\$ 466	\$ 466	\$ 466
San Gabriel	0.85%	\$ 808	\$ 808	\$ 808	\$ 808	\$ 808

San Marino	0.78%	\$ 741	\$ 741	\$ 741	\$ 741	\$ 741
South El Monte	0.51%	\$ 485	\$ 485	\$ 485	\$ 485	\$ 485
South Pasadena	0.71%	\$ 675	\$ 675	\$ 675	\$ 675	\$ 675
Temple City	0.83%	\$ 789	\$ 789	\$ 789	\$ 789	\$ 789
LACFCD	--	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
LA County	13.25%	\$ 12,588	\$ 12,588	\$ 12,588	\$ 12,588	\$ 12,588
Total	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000

Table 5: Upper Los Angeles Adaptive Management Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 41,703	\$ -	\$ 83,405	\$ -	\$ 55,604
Alhambra	1.58%	\$ 1,126	\$ -	\$ 2,252	\$ -	\$ 1,501
Burbank	3.58%	\$ 2,551	\$ -	\$ 5,102	\$ -	\$ 3,401
Calabasas	1.29%	\$ 919	\$ -	\$ 1,838	\$ -	\$ 1,226
Glendale	6.32%	\$ 4,503	\$ -	\$ 9,006	\$ -	\$ 6,004
Hidden Hills	0.31%	\$ 221	\$ -	\$ 442	\$ -	\$ 295
La Canada Flintridge	1.79%	\$ 1,275	\$ -	\$ 2,551	\$ -	\$ 1,701
Montebello	1.73%	\$ 1,233	\$ -	\$ 2,465	\$ -	\$ 1,644
Monterey Park	1.60%	\$ 1,140	\$ -	\$ 2,280	\$ -	\$ 1,520
Pasadena	4.78%	\$ 3,406	\$ -	\$ 6,812	\$ -	\$ 4,541
Rosemead	1.07%	\$ 762	\$ -	\$ 1,525	\$ -	\$ 1,017
San Fernando	0.49%	\$ 349	\$ -	\$ 698	\$ -	\$ 466
San Gabriel	0.85%	\$ 606	\$ -	\$ 1,211	\$ -	\$ 808
San Marino	0.78%	\$ 556	\$ -	\$ 1,112	\$ -	\$ 741
South El Monte	0.51%	\$ 363	\$ -	\$ 727	\$ -	\$ 485
South Pasadena	0.71%	\$ 506	\$ -	\$ 1,012	\$ -	\$ 675
Temple City	0.83%	\$ 591	\$ -	\$ 1,183	\$ -	\$ 789
LACFCD	--	\$ 3,750	\$ -	\$ 7,500	\$ -	\$ 5,000
LA County	13.25%	\$ 9,441	\$ -	\$ 18,881	\$ -	\$ 12,588
Total	100.00%	\$ 75,000		\$ 150,000	\$ -	\$ 100,000

Notes:

1. Year 3 includes costs for a Reasonable Assurance Analysis (RAA)

Table 6: Upper Los Angeles Report Of Waste Discharge (ROWD) FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ -	\$ -	\$ -	\$ 14,194	\$ -
Alhambra	1.58%	\$ -	\$ -	\$ -	\$ 383	\$ -
Burbank	3.58%	\$ -	\$ -	\$ -	\$ 868	\$ -
Calabasas	1.29%	\$ -	\$ -	\$ -	\$ 313	\$ -
Glendale	6.32%	\$ -	\$ -	\$ -	\$ 1,533	\$ -
Hidden Hills	0.31%	\$ -	\$ -	\$ -	\$ 75	\$ -
La Canada Flintridge	1.79%	\$ -	\$ -	\$ -	\$ 434	\$ -
Montebello	1.73%	\$ -	\$ -	\$ -	\$ 420	\$ -
Monterey Park	1.60%	\$ -	\$ -	\$ -	\$ 388	\$ -
Pasadena	4.78%	\$ -	\$ -	\$ -	\$ 1,159	\$ -

Rosemead	1.07%	\$ -	\$ -	\$ -	\$ 259	\$ -
San Fernando	0.49%	\$ -	\$ -	\$ -	\$ 119	\$ -
San Gabriel	0.85%	\$ -	\$ -	\$ -	\$ 206	\$ -
San Marino	0.78%	\$ -	\$ -	\$ -	\$ 189	\$ -
South El Monte	0.51%	\$ -	\$ -	\$ -	\$ 124	\$ -
South Pasadena	0.71%	\$ -	\$ -	\$ -	\$ 172	\$ -
Temple City	0.83%	\$ -	\$ -	\$ -	\$ 201	\$ -
LACFCD	--	\$ -	\$ -	\$ -	\$ 750	\$ -
LA County	13.25%	\$ -	\$ -	\$ -	\$ 3,213	\$ -
Total	100.00%	\$ -	\$ -	\$ -	\$ 25,000	\$ -

Table 7: Upper Los Angeles Load Reduction Strategy (LRS)Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	--	\$ -	\$ -	\$ 63,200	\$ 236,644	\$ 299,844
Alhambra	--	\$ -	\$ -	\$ -	\$ -	\$ -
Burbank	--	\$ -	\$ -	\$ -	\$ 22,150	\$ 22,150
Calabasas	--	\$ -	\$ -	\$ 39,935	\$ -	\$ 39,935
Glendale	--	\$ -	\$ -	\$ -	\$ 79,152	\$ 79,152
Hidden Hills	--	\$ -	\$ -	\$ 8,913	\$ -	\$ 8,913
La Canada Flintridge	--	\$ -	\$ -	\$ -	\$ 2,583	\$ 2,583
Montebello	--	\$ -	\$ -	\$ -	\$ -	\$ -
Monterey Park	--	\$ -	\$ -	\$ -	\$ -	\$ -
Pasadena	--	\$ -	\$ -	\$ -	\$ 35	\$ 35
Rosemead	--	\$ -	\$ -	\$ -	\$ -	\$ -
San Fernando	--	\$ -	\$ -	\$ -	\$ 3,483	\$ 3,483
San Gabriel	--	\$ -	\$ -	\$ -	\$ -	\$ -
San Marino	--	\$ -	\$ -	\$ -	\$ -	\$ -
South El Monte	--	\$ -	\$ -	\$ -	\$ -	\$ -
South Pasadena	--	\$ -	\$ -	\$ -	\$ -	\$ -
Temple City	--	\$ -	\$ -	\$ -	\$ -	\$ -
LACFCD	--	\$ -	\$ -	\$ 6,575	\$ 20,050	\$ 26,625
LA County	--	\$ -	\$ -	\$ 12,827	\$ 36,902	\$ 49,729
Total	--	\$ -	\$ -	\$ 131,500	\$ 50,000	\$ 181,500

Notes:

1. Includes costs to perform non-stormwater investigations (\$10K/Trib or Reach), Facts Sheets for Priority Outfalls (\$3K/ea assumed 4 POs/Trib or Reach), and LRS Reports for Segment E Tributaries (FY 20-21), Segment C and its Tributaries, and Segment D and its Tributaries (FY 21-22)

Table 8: Upper Los Angeles Trash Monitoring And Reporting Plan (TMRP) Implementation FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	46.7%	\$ 33,624	\$ 33,624	\$ 33,624	\$ 33,624	\$ 33,624
Alhambra	1.26%	\$ 907	\$ 907	\$ 907	\$ 907	\$ 907
Burbank	2.86%	\$ 2,059	\$ 2,059	\$ 2,059	\$ 2,059	\$ 2,059
Calabasas	1.03%	\$ 1,164	\$ 742	\$ 742	\$ 742	\$ 742
Glendale	5.05%	\$ 3,636	\$ 3,636	\$ 3,636	\$ 3,636	\$ 3,636
Hidden Hills	0.25%	\$ 3,320	\$ 295	\$ 295	\$ 295	\$ 295
La Canada	1.43%	\$ 1,030	\$ 180	\$ 180	\$ 180	\$ 180

Flintridge						
Montebello	1.38%	\$ 994	\$ 1,030	\$ 1,030	\$ 1,030	\$ 1,030
Monterey Park	1.28%	\$ 922	\$ 994	\$ 994	\$ 994	\$ 994
Pasadena	3.81%	\$ 2,743	\$ 922	\$ 922	\$ 922	\$ 922
Rosemead	0.85%	\$ 1,642	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743
San Fernando	0.39%	\$ 2,921	\$ 281	\$ 281	\$ 281	\$ 281
San Gabriel	0.68%	\$ 2,134	\$ 490	\$ 490	\$ 490	\$ 490
San Marino	0.62%	\$ 2,280	\$ 446	\$ 446	\$ 446	\$ 446
South El Monte	0.41%	\$ 2,884	\$ 295	\$ 295	\$ 295	\$ 295
South Pasadena	0.56%	\$ 2,429	\$ 403	\$ 403	\$ 403	\$ 403
Temple City	0.66%	\$ 2,173	\$ 475	\$ 475	\$ 475	\$ 475
LACFCD	--	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600
LA County	10.57%	\$ 7,610	\$ 7,610	\$ 7,610	\$ 7,610	\$ 7,610
Total	79.79%	\$ 78,071	\$ 61,049	\$ 61,049	\$ 61,049	\$ 61,049

Notes:

1. Total Drainage Area (100%) includes the Ballona Creek Participating Agencies (not shown here).

Table 9: Upper Los Angeles Special Studies Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 44,483	\$ 44,483	\$ 44,483	\$ 44,483	\$ 44,483
Alhambra	1.58%	\$ 1,201	\$ 1,201	\$ 1,201	\$ 1,201	\$ 1,201
Burbank	3.58%	\$ 2,721	\$ 2,721	\$ 2,721	\$ 2,721	\$ 2,721
Calabasas	1.29%	\$ 980	\$ 980	\$ 980	\$ 980	\$ 980
Glendale	6.32%	\$ 4,803	\$ 4,803	\$ 4,803	\$ 4,803	\$ 4,803
Hidden Hills	0.31%	\$ 236	\$ 236	\$ 236	\$ 236	\$ 236
La Canada Flintridge	1.79%	\$ 1,360	\$ 1,360	\$ 1,360	\$ 1,360	\$ 1,360
Montebello	1.73%	\$ 1,315	\$ 1,315	\$ 1,315	\$ 1,315	\$ 1,315
Monterey Park	1.60%	\$ 1,216	\$ 1,216	\$ 1,216	\$ 1,216	\$ 1,216
Pasadena	4.78%	\$ 3,633	\$ 3,633	\$ 3,633	\$ 3,633	\$ 3,633
Rosemead	1.07%	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813
San Fernando	0.49%	\$ 372	\$ 372	\$ 372	\$ 372	\$ 372
San Gabriel	0.85%	\$ 646	\$ 646	\$ 646	\$ 646	\$ 646
San Marino	0.78%	\$ 593	\$ 593	\$ 593	\$ 593	\$ 593
South El Monte	0.51%	\$ 388	\$ 388	\$ 388	\$ 388	\$ 388
South Pasadena	0.71%	\$ 540	\$ 540	\$ 540	\$ 540	\$ 540
Temple City	0.83%	\$ 631	\$ 631	\$ 631	\$ 631	\$ 631
LACFCD	--	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
LA County	13.25%	\$ 10,070	\$ 10,070	\$ 10,070	\$ 10,070	\$ 10,070
Total	100.00%	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000

Notes:

1. Special studies at a cost of \$200,000 each spread out over 5 years.

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Terri Grant E-mail: TGRANT@dpw.lacounty.gov Phone: (626) 458-4309 Fax: (626) 457-1526
City of Alhambra 11 South First Street Alhambra, XA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571 Fax:
City of Burbank P.O. Box 6459 Burbank, CA 91510	Alvin Cruz E-mail: ACruz@burbankca.gov Phone: (818) 238-3941 Fax:
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: Fax:
City of Glendale Engineering Section, 633 East Broadway, Room 209 Glendale, CA 91206-4308	Chris Chew E-mail: cchew@glendale.ca.gov Phone: (818) 548-3945 Fax:
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo jbello@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Edward Hitti E-mail: EHitti@lcf.ca.gov Phone: 818-790-8882 Fax: 818-70-8897
City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	Norma Salinas E-mail: Nsalinas@cityofmontebello.com Phone: 323-887-1365 Fax: 323- 887-1410 Eric Woosley E-mail: ewoosley@infrastructure-engineers.com Phone: 714-940-0100 Ext 5226

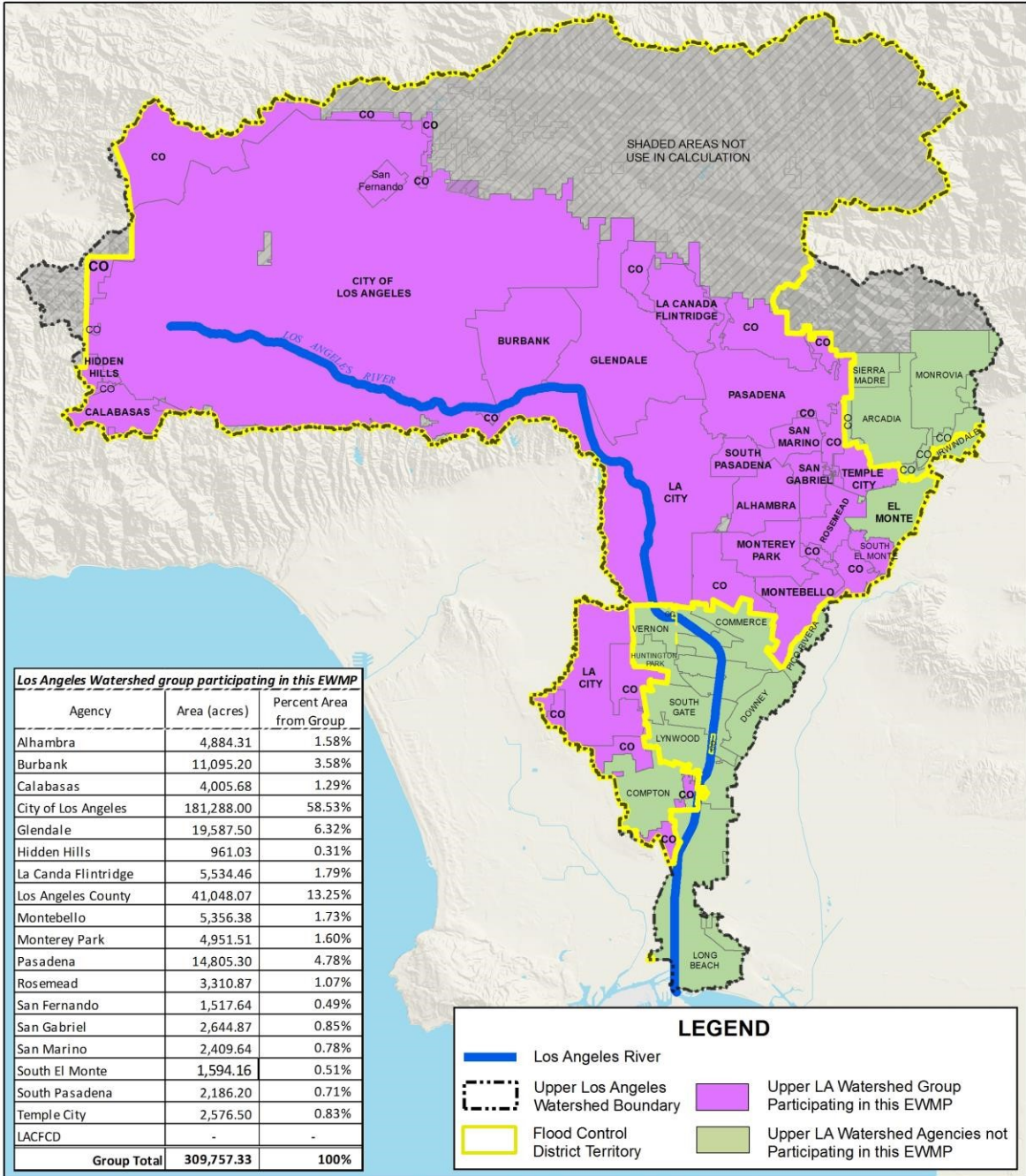
EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

<p>City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896</p>	<p>Bonnie Tam E-mail: btam@montereypark.ca.gov Phone: (626) 307-1383</p>
<p>City of Pasadena P.O. Box 7115 Pasadena, CA 91109-7215</p>	<p>Cathy Chang E-mail: cachang@cityofpasadena.net Phone: (626) 744-4762 Fax:</p>
<p>City of Rosemead, 8838 East Valley Blvd. Rosemead, CA 91770-1787</p>	<p>Rafael Fajardo E-mail: rfajardo@cityofrosemead.org Phone: (626) 569-2107</p> <p>Curtis Cannon E-mail: ccannon@cityofrosemead.org Phone: (626) 569-2107</p>
<p>City of San Fernando 117 Macneil Street San Fernando, CA 91340</p>	<p>Joe Bellomo Email: jbello@willdan.com Phone: (805) 279-6856</p>
<p>City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775</p>	<p>Daren Grilley E-mail: dgrilley@sgch.org Phone:</p> <p>Patty Pena ppena@sgch.org Phone: (626) 308-2825</p>
<p>City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691</p>	<p>Kevin Sales E-mail: kjserv@aol.com Phone:</p>
<p>City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733</p>	<p>Manuel Mancha E-mail: mmancha@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409</p>
<p>City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298</p>	<p>E-mail: Phone:</p>
<p>City of Temple City 9701 Las Tunas Drive Temple City, CA 9178</p>	<p>Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344</p>
<p>San Gabriel Valley Council of Governments 1000 S. Fremont Ave. Unit 42 Bldg A10-N, Suite 10210</p>	<p>Marisa Creter E-mail: mcreter@sgvcog.org Phone: (626) 457-1800</p>

EXHIBIT C

Upper Los Angeles River Enhanced Watershed Management Area Group



Upper Los Angeles River Watershed
EWMP Agencies

	ENRIQUE C. ZALDIVAR DIRECTOR		SHAHRAM KHARAGHANI PROGRAM MANAGER	
	ULARW_EWMPAgencies	DRAWN BY: NH	CHECKED BY: VD	DATE CREATED 6-18-13 DATE REVISED 3-3-15



MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANGAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, for the purpose of this MOA, the term PARTIES shall mean the Cities of Los Angeles, Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, Temple City, Los Angeles

County Flood Control Districts (LACFCD), the County of Los Angeles (COUNTY); and the term CITY shall mean only the City of Los Angeles; and

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System Permit (MS4) as a large MS4 pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R42012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River (ULAR) Watershed Management Area as identified in Exhibit C of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the ULAR Watershed Management Area as identified in Exhibit C of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work to obtain a consultant (Consultant) to assist the PARTIES in the development of a CIMP; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was conditionally approved by the Regional Board on August 5, 2015; and

WHEREAS, the CITY will perform the monitoring services (sample Collection, *in situ* measurements, laboratory analyses and analyses reporting – collectively MONITORING SERVICES) consistent with the requirements of the approved CIMP and pursuant to the MS4 Permit, and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed \$4,126,952 and

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES on the PARTIES' behalf, the PARTIES have agreed to pay the CITY for its Monitoring Services as indicated in Table 1 of Exhibit A of this MOA; and

WHEREAS, the PARTIES agree to implement the CIMP per the submitted schedule, and the CITY may perform some of the MONITORING SERVICES pursuant to the CIMP prior to the execution of this agreement by all PARTIES; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES, at a cost not to exceed those shown in Tables 1-3 of Exhibit A; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and pay the CITY; (b) administer this MOA; and (c) negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for cost-sharing of MONITORING SERVICES as described in Section 7;

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP based on the Distributed Costs contained in Table 1 of Exhibit A of this MOA; and

WHEREAS, the PARTIES have agreed that the distributed costs contained in Table 1 of Exhibit A of this MOA is the sum of GENERAL MONITORING COSTS which are distributed according to each PARTY'S land area relative to the total land area in the ULAR Watershed Management Area (refer to Table 2, Exhibit A), plus the costs of NON-STORMWATER OUTFALL MONITORING, LEGG LAKE RECEIVING WATER MONITORING, which are distributed according to each PARTY'S land area within those specific sub-watersheds and tributaries of the Los Angeles River (refer to Tables 3a-3j, in Exhibit A); and

WHEREAS, the PARTIES have agreed that the costs of monitoring Echo Park Lake and Lake Calabasas, are not included in the MOA, but rather, are the responsibility of the PARTIES which have jurisdiction over those water bodies; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA.

WHEREAS, individual NPDES permit holders that are not PARTIES may wish to participate in the MONITORING SERVICES for individual permit compliance; and

WHEREAS, the PARTIES contemplate allowing such individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES; and

WHEREAS, the SGVCOG can enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOA) for MONITORING SERVICES cost sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the PARTIES contemplate that the cost sharing table in Exhibit A will be modified as appropriate and each PARTY'S proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES, and SGVCOG agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES of the Upper Los Angeles Watershed Management Area Group CIMP and to authorize SGVCOG to administer the cost sharing.

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

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOA shall become effective on the last date of execution by either a PARTY or the SGVCOG and shall remain in effect for five (5) years from the effective date or until June 30, 2023, or whichever is later. The MOA may be extended, through an amendment, for an additional term of three (3) years.

Section 6. Commitment. Once effective, all cooperating PARTIES agree and the SGVCOG agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AND SGVCOG AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES' submittal of the MS4 Permit Annual Report as detailed in and per the practices found in the approved CIMP. The CITY reserves the right to modify this MOA through an amendment approved by all PARTIES, when conditions, such as but not limited to, expansion of CIMP requirements, impact annual costs.
- b. Reporting. The PARTIES authorize the CITY to prepare and submit semi-annual and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY shall distribute the semi-annual and annual reports to the PARTIES ten (10) businesses days prior to submittal to the Regional Board. The PARTIES may review the monitoring report and submitted comments to the CITY prior to its submittal to the Regional Board.
- c. Invoicing. The SGVCOG will invoice the PARTIES in annual amounts not exceeding the invoice amounts shown in Table 6 of Exhibit A except the CITY. SGVCOG will pay the CITY, the difference of funds collected minus the sum of administrative costs, CITY portion of shared cost for monitoring services, and the annual contingency fees. The annual invoices will be issued in May of each calendar year in anticipation of the expected monitoring cost for the following fiscal year. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES completed during each annual payment term by October 31st of the following year. The PARTIES will form a subcommittee to verify the accounting, monitoring and other work completed and the amount of the invoices before the SGVCOG remits payment back to CITY.
- d. Contracting. The PARTIES contemplate allowing other individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES. In the event that another NPDES permit holder wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permit holder (which shall not become a party to this MOA) for MONITORING SERVICES cost sharing

purposes. If other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the cost sharing tables in Exhibit A shall be modified as appropriate and each PARTIES' proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

Section 8. Payment.

- a. Annual Payment. The PARTIES shall pay the SGVCOG for their proportional share of the estimated cost for MONITORING SERVICES and SGVCOG fees as shown in Table 1 of Exhibit A, within sixty (60) days of receipt of the invoice from the SGVCOG. The SGVCOG will remit payment to the CITY within sixty (60) days of receipt of payments from the other PARTIES, noting any delinquent payments that remain due after deducting the SGVCOG's administrative fee as set forth in Table 1 of Exhibit A. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to change, through an amendment, pursuant to unforeseen challenges.
- b. Program Management Fee. The costs of EWMP ASSOCIATED TASKS in Exhibit A include a Program Management Fee for facilitation of this MOU by the SGVCOG in the amount of \$50,000 per year.
- c. Contingency. The CITY and the SGVCOG will attempt to notify the PARTIES if actual expenditures for MONITORING SERVICES are anticipated to exceed the cost estimates contained in Exhibit A. Inasmuch, the MONITORING SERVICES may be adaptable to sampling events during an event that may preclude the CITY from notifying the PARTIES, and the CITY may incur cost greater than the contract estimates contained in Exhibit A. The PARTIES agree to pay the CITY (through SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed ten percent (10%) of their proportional annual cost as shown in Tables 2 and 3a-3j of Exhibit A. Any costs which exceed this ten percent (10%) contingency will require an amendment to this MOA.
- d. Reconciliation of this MOA. Any unexpended funds held by SGVCOG at the termination of this MOA will either be reimbursed to the PARTIES by the SGVCOG in accordance with the distributed cost formulas set forth in or PARTIES may elect to roll-over unexpended costs to cover monitoring expenses in the subsequent MOA. At the end of each fiscal year, and at the end of the MOA, the SGVCOG will provide the PARTIES with a statement of actual expenditures within ninety (90) days.

- e. Late Payment Penalty. Any payment that is not received within 60 days following receipt of the SGVCOG invoice shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made from one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made from thirty one (31) to sixty (60) days after the due date. The Prime Rate in effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.

- f. Delinquent Payments. A PARTY or PARTIES payment is considered to be delinquent 180 days after receipt of the invoice from the SGVCOG. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from the SGVCOG attorney; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP. If the PARTY or PARTIES remain delinquent after the above procedures, then that PARTY's participation in this MOA will be deemed terminated, and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

Section 9. THE PARTIES FURTHER AGREE:

- a. Payment. The PARTIES agree to pay the SGVCOG for all MONITORING SERVICES required to implement the ULAR CIMP, pursuant to the MS4 Permit, not exceeding the amounts shown in Table 1 of Exhibit A, based on the distributed cost formulas in Tables 2 and 3a-3j of Exhibit A, attached hereto and made a part of this MOA by this reference.

- b. Documentation. The PARTIES agree to provide all requested information and documentation in their possession, and make available for release to the CITY, that is deemed necessary by the PARTIES to perform the MONITORING SERVICES at no cost to the CITY.

- c. Each PARTY shall allow reasonable access and entry to the CITY or its contractor, on an as-needed basis during the term of this MOA, including but not limited to the PARTY'S storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purposes of this MOA, provided, however, that prior to entering any of the PARTY'S FACILITIES, the CITY or its

contractor shall provide written notice 72 hours in advance of entry from the applicable PARTY, or in the cases where 72 hour advanced notice is not possible, such as in cases of unforeseen wet weather, as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide a “no-fee” Access Permit to their facilities/structures which require access to perform the MONITORING SERVICES by the CITY. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment.

- d. Each PARTY agrees that due to certain monitoring activities, such as toxicity testing, the total cost of this MOA is not inclusive of those activities that may be required to successfully complete the analyses. Thus, the PARTIES agree to fund the required additional work when the CITY notifies them that the activity has taken place. The PARTIES agree to pay the CITY (through the SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed their proportional annual cost plus the ten percent (10%) contingency as shown in Exhibit A. No PARTY will be obligated to pay for additional expenditures which exceed this amount absent an amendment to this MOA.
- e. MONITORING SERVICES of this MOA do not include monitoring activities in Echo Park Lake and Lake Calabasas. These are the responsibility of the agencies with jurisdiction over these water bodies.
- f. Reporting. The City of Los Angeles shall distribute the semi-annual and annual reports to the PARTIES 15 days prior to its intended date of submittal to the Regional Board. The PARTIES may review the reports and submitted comments to the City of Los Angeles prior to its submittal to the Regional Board. The City of Los Angeles has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

Section 10. Indemnification

- a. Each PARTY including SGVCOG shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.

- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

- a. Any PARTY may terminate this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Terminated PARTIES shall remain wholly responsible for their share of the costs of EWMP ASSOCIATED TASKS that were incurred up to the date at which the MOA was terminated. A terminated PARTY shall have rights to all work and reports produced with the use of its paid cost allocation. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the EWMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.
- b. The SGVCOG shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate its PARTY status in this MOA.
- c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default as determined by the PARTIES.
- d. EQUIPMENT Ownership - Devices such as, automatic sampling stations inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any member of the ULAR Watershed group voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the

EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining members of the ULAR watershed group agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. PARTIES an SGVCOG shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOA, the PARTIES including SGVCOG hereby designate as their respective representatives the persons named in Exhibit B. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or a SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY to this MOA; provided, however, no PARTY may assign its respective rights or obligations under this MOA without the prior written consent of the other PARTIES.

- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. Such amendments may be executed by those individuals listed in Exhibit B or by a responsible individual as determined by each PARTY.
- f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g. No Presumption in Drafting. The Parties to this MOA agree that the general rule that an MOA is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- i. Entire Agreement. This MOA, and its Exhibits, constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- j. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- l. All parties to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and SGVCOG and shall be rectified by amending this MOA as described in Section 12(e).

IN WITNESS WHEREOF, the PARTIES and SGVCOG hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By

Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

Mary C. Wickham
Interim County Counsel

By

Deputy

Date

Sample Signature Page

Table 1. Exhibit A Distribution of Total Estimated Cost for Implementing the ULAR CIMP.

Agency	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD	\$38,769	\$54,860	\$32,036	\$32,056	\$48,627	\$206,348
City of Los Angeles	\$420,336	\$609,412	\$345,345	\$345,345	\$552,567	\$2,273,006
County of Los Angeles	\$103,903	\$126,294	\$88,657	\$88,867	\$110,245	\$517,966
City of Alhambra	\$10,435	\$9,304	\$9,304	\$9,304	\$9,304	\$47,653
City of Burbank	\$23,705	\$41,136	\$21,136	\$21,136	\$52,466	\$159,578
City of Calabasas	\$23,026	\$70,034	\$7,631	\$7,631	\$7,631	\$115,952
City of Glendale	\$41,848	\$68,698	\$37,313	\$37,313	\$85,528	\$270,701
City of Hidden Hills	\$5,349	\$15,768	\$1,831	\$1,831	\$1,831	\$26,608
City of La Canada Flintridge	\$11,824	\$13,208	\$10,543	\$10,543	\$14,465	\$60,584
City of Montebello	\$11,444	\$10,204	\$10,204	\$10,204	\$10,204	\$52,258
City of Monterey Park	\$10,579	\$9,432	\$9,432	\$9,432	\$9,432	\$48,308
City of Pasadena	\$31,631	\$28,423	\$28,203	\$28,203	\$28,587	\$145,047
City of Rosemead	\$7,074	\$6,307	\$6,307	\$6,307	\$6,307	\$32,302
City of San Fernando	\$3,242	\$4,391	\$2,891	\$2,891	\$5,126	\$18,541
City of San Gabriel	\$5,651	\$5,038	\$5,038	\$5,038	\$5,038	\$25,804
City of San Marino	\$5,148	\$4,590	\$4,590	\$4,590	\$4,590	\$23,509
City of South El Monte	\$11,239	\$11,027	\$11,187	\$11,350	\$11,516	\$56,318
City of South Pasadena	\$4,671	\$4,165	\$4,165	\$4,165	\$4,165	\$21,329
City of Temple City	\$5,505	\$4,908	\$4,908	\$4,908	\$4,908	\$25,137
Total Estimated Cost of CIMP	\$775,379	\$1,097,199	\$640,722	\$641,114	\$972,538	\$4,126,952

Note:

- The Total Estimated Cost for each agency is the sum of General Monitoring Costs (refer to Table 2, Exhibit A) plus the costs for Non-Stormwater Outfall Monitoring (refer to Table 3a-j, Exhibit A), and Legg Lake Receiving Water Monitoring.

Table 2. Exhibit A Distribution of General Monitoring Costs.

CIMP Component	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	\$273,744	\$273,744	\$273,744	\$273,744	\$273,744	\$1,368,720
Stormwater Outfall Monitoring	\$80,009	\$80,009	\$80,009	\$80,009	\$80,009	\$400,044
Non-Stormwater Outfall Monitoring	(NSWO costs are distributed according to sub-watershed)					
Data Management (15%)	\$53,063	\$53,063	\$53,063	\$53,063	\$53,063	\$265,315
Capital Expenses	\$96,906	\$21,000	\$21,000	\$21,000	\$21,000	\$180,906
Operation & Maintenance Expenses	\$9,414	\$9,414	\$9,414	\$9,414	\$9,414	\$47,072
Contracted Services: Annual Report, Data Tools, On-call support	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Program Management (5%)	\$30,157	\$26,362	\$26,362	\$26,362	\$26,362	\$135,603
General Monitoring Costs (Sub-Total)	\$633,293	\$553,592	\$553,592	\$553,592	\$553,592	\$2,847,659
Contingency (10%)	\$63,329	\$55,359	\$55,359	\$55,359	\$55,359	\$284,766
Annual Escalation (0%, 2%, 2%, 2%, 2%)	\$0	\$12,179	\$12,179	\$12,179	\$12,179	\$48,716
General Monitoring Costs (Total)	\$696,622	\$621,130	\$621,130	\$621,130	\$621,130	\$3,181,141

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$34,831	\$31,056	\$31,056	\$31,056	\$31,056	\$159,057
City of Los Angeles	181,288.00	58.53%	\$387,319	\$345,345	\$345,345	\$345,345	\$345,345	\$1,768,699
County of Los Angeles	41,048.07	13.25%	\$87,698	\$78,195	\$78,195	\$78,195	\$78,195	\$400,477
City of Alhambra	4,884.31	1.58%	\$10,435	\$9,304	\$9,304	\$9,304	\$9,304	\$47,653
City of Burbank	11,095.20	3.58%	\$23,705	\$21,136	\$21,136	\$21,136	\$21,136	\$108,248
City of Calabasas	4,005.68	1.29%	\$8,558	\$7,631	\$7,631	\$7,631	\$7,631	\$39,081
City of Glendale	19,587.50	6.32%	\$41,848	\$37,313	\$37,313	\$37,313	\$37,313	\$191,101
City of Hidden Hills	961.03	0.31%	\$2,053	\$1,831	\$1,831	\$1,831	\$1,831	\$9,376
City of La Canada Flintridge	5,534.46	1.79%	\$11,824	\$10,543	\$10,543	\$10,543	\$10,543	\$53,996
City of Montebello	5,356.38	1.73%	\$11,444	\$10,204	\$10,204	\$10,204	\$10,204	\$52,258
City of Monterey Park	4,951.51	1.60%	\$10,579	\$9,432	\$9,432	\$9,432	\$9,432	\$48,308
City of Pasadena	14,805.30	4.78%	\$31,631	\$28,203	\$28,203	\$28,203	\$28,203	\$144,445
City of Rosemead	3,310.87	1.07%	\$7,074	\$6,307	\$6,307	\$6,307	\$6,307	\$32,302

City of San Fernando	1,517.64	0.49%	\$3,242	\$2,891	\$2,891	\$2,891	\$2,891	\$14,807
City of San Gabriel	2,644.87	0.85%	\$5,651	\$5,038	\$5,038	\$5,038	\$5,038	\$25,804
City of San Marino	2,409.64	0.78%	\$5,148	\$4,590	\$4,590	\$4,590	\$4,590	\$23,509
City of South El Monte	1,594.16	0.51%	\$3,406	\$3,037	\$3,037	\$3,037	\$3,037	\$15,553
City of South Pasadena	2,186.20	0.71%	\$4,671	\$4,165	\$4,165	\$4,165	\$4,165	\$21,329
City of Temple City	2,576.50	0.83%	\$5,505	\$4,908	\$4,908	\$4,908	\$4,908	\$25,137
Total	309,757.32	100%	\$696,622	\$621,130	\$621,130	\$621,130	\$621,130	\$3,181,141

Note:

1. General Monitoring Costs include all required monitoring elements in the CIMP, except for Non-Stormwater Outfall Monitoring and Receiving water monitoring in Echo Park Lake, Lake Calabasas, and Legg Lake.
2. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Upper Los Angeles River watershed.
3. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the General Monitoring Costs, which is subtracted before the costs are distributed among the other Parties.
4. Area (acres) determined by GIS analysis as shown in Exhibit C.
5. Agency Percent Area = (Agency Area / Total Area) x 100%
6. Distributed Cost to each Party = [(Total of General Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%.

3A Exhibit A Distribution of Costs for Non-Stormwater Outfall Monitoring in Aliso Canyon Wash

Non-Stormwater Outfall Monitoring (ACW)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$13,784	\$0	\$0	\$0	\$0	\$13,784
Non-Stormwater Outfall Monitoring	\$0	\$58,132	\$0	\$0	\$0	\$58,132
Data Management (15%)	\$2,068	\$8,720	\$0	\$0	\$0	\$10,788
Program Management (5%)	\$793	\$3,343	\$0	\$0	\$0	\$4,135
Monitoring Cost Sub-Total	\$16,645	\$70,195	\$0	\$0	\$0	\$86,839
Contingency (10%)	\$1,664	\$7,019	\$0	\$0	\$0	\$8,684
Annual Escalation (0%, 2%, 2%)	\$0	\$1,544	\$0	\$0	\$0	\$1,544
Aliso Canyon Wash (Total)	\$18,309	\$78,759	\$0	\$0	\$0	\$97,068

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$915	\$3,938	\$0	\$0	\$0	\$4,853
City of Los Angeles	11,604.43	86.31%	\$15,013	\$64,581	\$0	\$0	\$0	\$79,594

County of Los Angeles	1,839.94	13.69%	\$2,380	\$10,240	\$0	\$0	\$0	\$12,620
ACW (Total)	13,444.37	100%	\$18,309	\$78,759	\$0	\$0	\$0	\$97,068

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3B Exhibit A (McCoy Canyon)

Non-Stormwater Outfall Monitoring (McCoy Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$8,971	\$0	\$0	\$0	\$0	\$8,971
Non-Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
Data Management (15%)	\$1,346	\$5,691	\$0	\$0	\$0	\$7,036
Program Management (5%)	\$516	\$2,181	\$0	\$0	\$0	\$2,697
Monitoring Cost Sub-Total	\$10,833	\$45,809	\$0	\$0	\$0	\$56,642
Contingency (10%)	\$1,083	\$4,581	\$0	\$0	\$0	\$5,664
Annual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
McCoy Canyon (Total)	\$11,916	\$51,397	\$0			\$63,314

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$596	\$2,570	\$0	\$0	\$0	\$3,166
City of Los Angeles	161.26	5.28%	\$597	\$2,576	\$0	\$0	\$0	\$3,174
County of Los Angeles	237.07	7.76%	\$878	\$3,788	\$0	\$0	\$0	\$4,666
City of Calabasas	1,820.64	59.57%	\$6,744	\$29,089	\$0	\$0	\$0	\$35,833
City of Hidden Hills	837.12	27.39%	\$3,101	\$13,375	\$0	\$0	\$0	\$16,476
McCoy Canyon (Total)	3,056.09	100%	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3C Exhibit A (Dry Canyon)

Non-Stormwater Outfall Monitoring (Dry Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$8,971	\$0	\$0	\$0	\$0	\$8,971
Non-Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
Data Management (15%)	\$1,346	\$5,691	\$0	\$0	\$0	\$7,036
Program Management (5%)	\$516	\$2,181	\$0	\$0	\$0	\$2,697
Monitoring Cost Sub-Total	\$10,833	\$45,809	\$0	\$0	\$0	\$56,642
Contingency (10%)	\$1,083	\$4,581	\$0	\$0	\$0	\$5,664
Annual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
Dry Canyon (Total)	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$596	\$2,570	\$0	\$0	\$0	\$3,166
City of Los Angeles	746.31	25.07%	\$2,838	\$12,241	\$0	\$0	\$0	\$15,079
County of Los Angeles	199.50	6.70%	\$759	\$3,272	\$0	\$0	\$0	\$4,031
City of Calabasas	2,031.13	68.23%	\$7,724	\$33,314	\$0	\$0	\$0	\$41,038
Dry Canyon (Total)	2,976.94	100%	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFCD 5%) x Agency Percent Area] / 100%

Table 3D Exhibit A (Bell Creek)

Non-Stormwater Outfall Monitoring (Bell Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$13,389	\$0	\$0	\$0	\$0	\$13,389
Non-Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
Data Management (15%)	\$2,008	\$5,691	\$0	\$0	\$0	\$7,699

Program Management (5%)	\$770	\$2,181	\$0	\$0	\$0	\$2,951
Monitoring Cost Sub-Total	\$16,167	\$45,809	\$0	\$0	\$0	\$61,976
Contingency (10%)	\$1,617	\$4,581	\$0	\$0	\$0	\$6,198
Annual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
Bell Creek (Total)	\$17,784	\$51,397	\$0	\$0	\$0	\$69,181

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$889	\$2,570	\$0	\$0	\$0	\$3,459
City of Los Angeles	9,281.64	86.24%	\$14,569	\$42,107	\$0	\$0	\$0	\$56,676
County of Los Angeles	1,357.60	12.61%	\$2,131	\$6,159	\$0	\$0	\$0	\$8,290
City of Hidden Hills	123.92	1.15%	\$195	\$562	\$0	\$0	\$0	\$757
Bell Creek (Total)	10,763.16	100%	\$17,784	\$51,397	\$0	\$0	\$0	\$69,181

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3E Exhibit A (Segment C)

Non-Stormwater Outfall Monitoring (Segment C)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$49,024	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$7,354	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,819	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$59,197	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,920	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,302	\$0
Segment C (Total)	\$0	\$37,669	\$0	\$0	\$66,419	\$104,087

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
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LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$3,321	\$5,204
City of Los Angeles	23,633.48	69.45%	\$0	\$24,853	\$0	\$0	\$43,821	\$68,674
County of Los Angeles	300.53	0.88%	\$0	\$316	\$0	\$0	\$557	\$873
City of Burbank	3,401.83	10.00%	\$0	\$3,577	\$0	\$0	\$6,308	\$9,885
City of Glendale	6,496.20	19.09%	\$0	\$6,831	\$0	\$0	\$12,045	\$18,877
City of Pasadena	197.70	0.58%	\$0	\$208	\$0	\$0	\$367	\$574
Segment C (Total)	34,029.74	100%	\$0	\$37,669	\$0	\$0	\$66,419	\$104,087

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFCD 5%) x Agency Percent Area] / 100%

Table 3F Exhibit A (Verdugo Wash)

Non-Stormwater Outfall Monitoring (Verdugo Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$40,916	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$6,137	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,353	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$49,406	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$4,941	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,087	\$0
Verdugo Wash(Total)	\$0	\$37,669	\$0	\$0	\$55,434	\$93,102

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$2,772	\$4,655
City of Los Angeles	1,276.17	6.68%	\$0	\$2,389	\$0	\$0	\$3,515	\$5,904
County of Los Angeles	3,671.20	19.20%	\$0	\$6,872	\$0	\$0	\$10,113	\$16,985
City of La Canada Flintridge	1,424.01	7.45%	\$0	\$2,665	\$0	\$0	\$3,923	\$6,588

City of Glendale	12,740.31	66.64%	\$0	\$23,848	\$0	\$0	\$35,095	\$58,942
City of Pasadena	6.08	0.03%	\$0	\$11	\$0	\$0	\$17	\$28
Verdugo Wash (Total)	19,117.77	100%	\$0	\$37,669	\$0	\$0	\$55,434	\$93,102

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3G Exhibit A (Burbank Western Channel)

Non-Stormwater Outfall Monitoring (BWC)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$42,363	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$6,355	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,436	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$51,154	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,115	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,125	\$0
Burbank Western Channel (Total)	\$0	\$37,669	\$0	\$0	\$57,395	\$95,063

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$2,870	\$4,753
City of Los Angeles	8,749.20	52.19%	\$0	\$18,676	\$0	\$0	\$28,457	\$47,133
City of Burbank	7,693.45	45.89%	\$0	\$16,423	\$0	\$0	\$25,023	\$41,445
City of Glendale	321.42	1.92%	\$0	\$686	\$0	\$0	\$1,045	\$1,732
Burbank Western Channel (Total)	16,764.07	100%	\$0	\$37,669	\$0	\$0	\$57,395	\$95,063

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3H Exhibit A (Tujunga Wash)

Non-Stormwater Outfall Monitoring (Tujunga Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$41,435	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$6,215	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,382	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$50,032	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,003	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,101	\$0
Total	\$0	\$37,669	\$0	\$0	\$56,136	\$93,805

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$2,807	\$4,690
City of Los Angeles	32,491.56	89.72%	\$0	\$32,108	\$0	\$0	\$47,849	\$79,957
County of Los Angeles	2,183.42	6.03%	\$0	\$2,158	\$0	\$0	\$3,215	\$5,373
City of Glendale	20.25	0.06%	\$0	\$20	\$0	\$0	\$30	\$50
City of San Fernando	1,517.65	4.19%	\$0	\$1,500	\$0	\$0	\$2,235	\$3,735
Tujunga Wash (Total)	36,212.88	100%	\$0	\$37,669	\$0	\$0	\$56,136	\$93,805

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFCD 5%) x Agency Percent Area] / 100%

Table 3I Exhibit A (Segment D)

Non-Stormwater Outfall Monitoring (Segment D)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$32,657	\$0

Data Management (15%)	\$0	\$4,254	\$0	\$0	\$4,899	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$1,878	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$39,433	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$3,943	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$868	\$0
Total	\$0	\$37,669	\$0	\$0	\$44,244	\$81,913

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$2,212	\$4,096
City of Los Angeles	23,079.17	100.00%	\$0	\$35,785	\$0	\$0	\$42,032	\$77,817
Segment D (Total)	23,079.17	100%	\$0	\$37,669	\$0	\$0	\$44,244	\$81,913

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3J Exhibit A (Bull Creek)

Non-Stormwater Outfall Monitoring (Bull Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$26,778	\$0	\$0	\$0	\$26,778
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$37,937	\$0
Data Management (15%)	\$0	\$4,017	\$0	\$0	\$5,691	\$4,017
Program Management (5%)	\$0	\$1,540	\$0	\$0	\$2,181	\$1,540
Monitoring Cost Sub-Total	\$0	\$32,334	\$0	\$0	\$45,809	\$32,334
Contingency (10%)	\$0	\$3,233	\$0	\$0	\$4,581	\$3,233
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,008	\$0
Total	\$0	\$35,568	\$0	\$0	\$51,397	\$86,965

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,778	\$0	\$0	\$2,570	\$4,348

City of Los Angeles	10,822.34	85.09%	\$0	\$28,752	\$0	\$0	\$41,548	\$70,299
County of Los Angeles	1,896.24	14.91%	\$0	\$5,038	\$0	\$0	\$7,280	\$12,318
Bull Creek (Total)	12,718.58	100%	\$0	\$35,568	\$0	\$0	\$51,397	\$86,965

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3K Exhibit A (Legg Lake)

Legg Lake Receiving Water Monitoring	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	\$14,178	\$14,178	\$14,178	\$14,178	\$14,178	\$42,533
Data Management (15%)	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$6,380
Program Management (5%)	\$815	\$815	\$815	\$815	\$815	\$2,446
Monitoring Cost Sub-Total	\$17,120	\$17,120	\$17,120	\$17,120	\$17,120	\$51,359
Contingency (10%)	\$1,712	\$1,712	\$1,712	\$1,712	\$1,712	\$5,136
Annual Escalation (0%, 2%, 2%, 2%, 2%)	\$0	\$377	\$384	\$392	\$400	\$761
Legg Lake (Total)	\$18,831	\$19,208	\$19,592	\$19,984	\$20,384	\$98,000

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total		
LACFCD (5%)	--	--	\$942	\$960	\$980	\$999	\$1,019	\$2,882
County of Los Angeles	2,044.68	56.21%	\$10,056	\$10,258	\$10,463	\$10,672	\$10,885	\$30,777
South El Monte	1,592.68	43.79%	\$7,833	\$7,990	\$8,150	\$8,313	\$8,479	\$23,973
Legg Lake (Total)	3,637.35	100%	\$18,831	\$19,208	\$19,592	\$19,984	\$20,384	\$98,000

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within Lake = [(Total of Lake Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 4. San Gabriel Valley Council of Governments Fee

	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23
SGVCOG Contract Management Fee	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

Table 5. City of Los Angeles Invoice Schedule to SGVCOG

Invoice Date	Period of Work
July 2018	Between 7/1/2018 to 6/30/2019
July 2019	Between 7/1/2019 to 6/30/2020
July 2020	Between 7/1/2020 to 6/30/2021
July 2021	Between 7/1/2021 to 6/30/2022
July 2022	Between 7/1/2022 to 6/30/2023

Table 6. Invoice Schedule: SGVCOG to invoice Agencies

Agency	Date				
	July-2018	July-2019	July-2020	July-2021	July-2022
LACFCD	\$38,769	\$54,860	\$32,036	\$32,056	\$48,627
City of Los Angeles	\$420,336	\$609,412	\$345,345	\$345,345	\$552,567
County of Los Angeles	\$103,903	\$126,294	\$88,657	\$88,867	\$110,245
City of Alhambra	\$10,435	\$9,304	\$9,304	\$9,304	\$9,304
City of Burbank	\$23,705	\$41,136	\$21,136	\$21,136	\$52,466
City of Calabasas	\$23,026	\$70,034	\$7,631	\$7,631	\$7,631
City of Glendale	\$41,848	\$68,698	\$37,313	\$37,313	\$85,528
City of Hidden Hills	\$5,349	\$15,768	\$1,831	\$1,831	\$1,831
City of La Canada Flintridge	\$11,824	\$13,208	\$10,543	\$10,543	\$14,465
City of Montebello	\$11,444	\$10,204	\$10,204	\$10,204	\$10,204
City of Monterey Park	\$10,579	\$9,432	\$9,432	\$9,432	\$9,432
City of Pasadena	\$31,631	\$28,423	\$28,203	\$28,203	\$28,587
City of Rosemead	\$7,074	\$6,307	\$6,307	\$6,307	\$6,307
City of San Fernando	\$3,242	\$4,391	\$2,891	\$2,891	\$5,126
City of San Gabriel	\$5,651	\$5,038	\$5,038	\$5,038	\$5,038
City of San Marino	\$5,148	\$4,590	\$4,590	\$4,590	\$4,590
City of South El Monte	\$11,239	\$11,027	\$11,187	\$11,350	\$11,516
City of South Pasadena	\$4,671	\$4,165	\$4,165	\$4,165	\$4,165
City of Temple City	\$5,505	\$4,908	\$4,908	\$4,908	\$4,908
Total Estimated Cost of CIMP	\$775,379	\$1,097,199	\$640,722	\$641,114	\$972,538

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Terri Grant E-mail: TGRANT@dpw.lacounty.gov Phone: (626) 458-4309 Fax: (626) 457-1526
City of Alhambra 11 South First Street Alhambra, XA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571 Fax:
City of Burbank P.O. Box 6459 Burbank, CA 91510	Alvin Cruz E-mail: ACruz@burbankca.gov Phone: (818) 238-3941 Fax:
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: Fax:
City of Glendale Engineering Section, 633 East Broadway, Room 209 Glendale, CA 91206-4308	Maurice Oillataguerre E-mail: moillataguerre@ci.glendale.ca.us Phone: Fax:
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Edward Hitti E-mail: EHitti@lcf.ca.gov Phone: 818-790-8882 Fax: 818-70-8897

EXHIBIT B

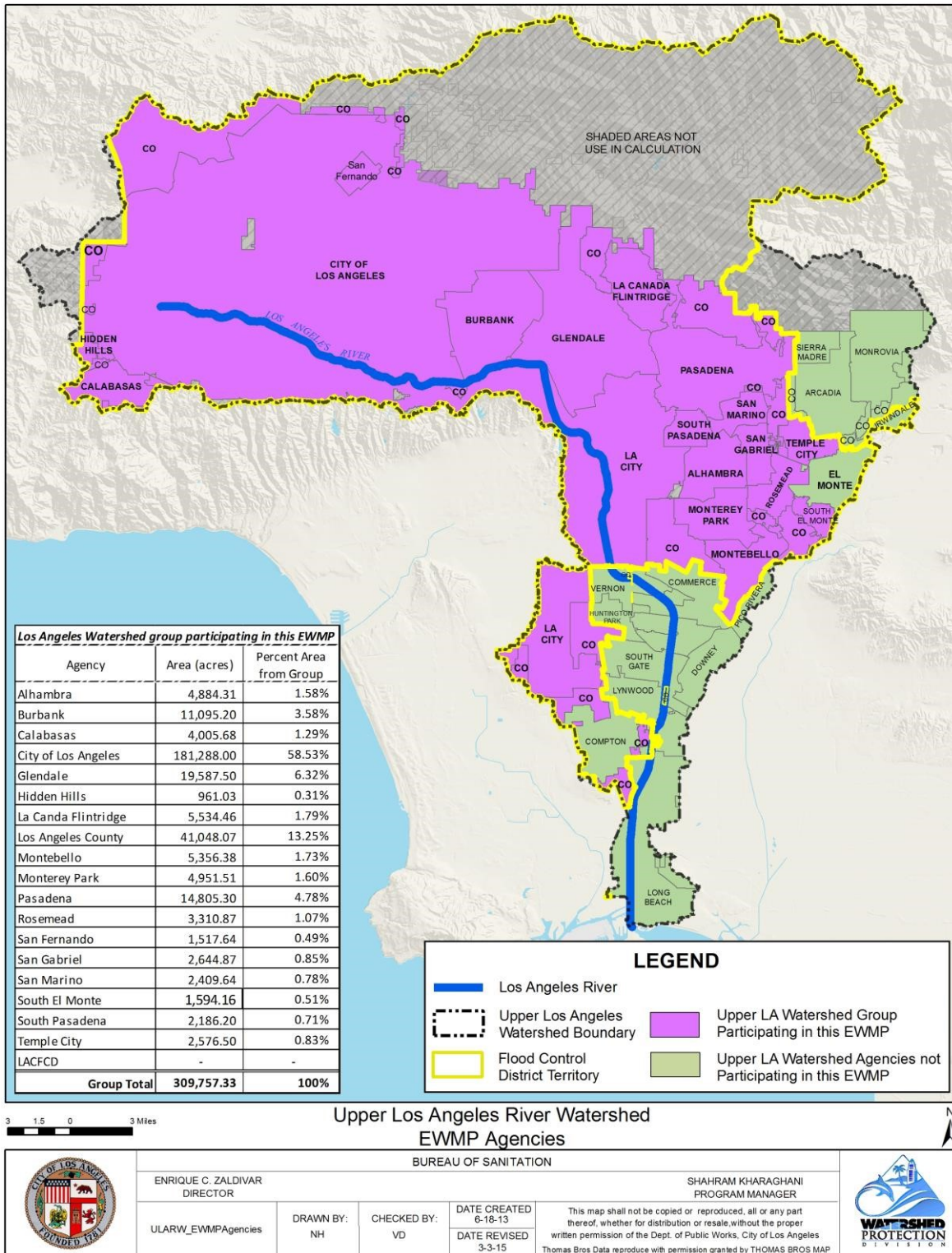
Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

<p>City of Montebello 1600 W Beverly Blvd Montebello, CA 90640</p>	<p>Norma Salinas E-mail: Nsalinas@cityofmontebello.com Phone: 323-887-1365 Fax: 323- 887-1410</p> <p>Eric Woosley E-mail: ewoosley@infrastructure-engineers.com Phone: 714-940-0100 Ext 5226</p>
<p>City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896</p>	<p>Bonnie Tam E-mail: btam@montereypark.ca.gov Phone: (626) 307-1383</p>
<p>City of Pasadena P.O. Box 7115 Pasadena, CA 91109-7215</p>	<p>Cathy Chang E-mail: cachang@cityofpasadena.net Phone: (626) 744-4762 Fax:</p>
<p>City of Rosemead, 8838 East Valley Blvd. Rosemead, CA 91770-1787</p>	<p>Rafael Fajardo E-mail: rfajardo@cityofrosemead.org Phone: (626) 569-2107</p> <p>Curtis Cannon E-mail: ccannon@cityofrosemead.org Phone: (626) 569-2107</p>
<p>City of San Fernando 117 Macneil Street San Fernando, CA 91340</p>	<p>Joe Bellomo Email: jbello@willdan.com Phone: (805) 279-6856</p>
<p>City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775</p>	<p>Daren Grilley E-mail: dgrilley@sgch.org Phone: Fax:</p> <p>Patty Pena ppena@sgch.org Phone: (626) 308-2825</p>
<p>City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691</p>	<p>Kevin Sales E-mail: kjserv@aol.com Phone: Fax:</p>
<p>City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733</p>	<p>Manuel Mancha E-mail: mmancha@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409</p>
<p>City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298</p>	<p>Shin Furukawa E-mail: SFurukawa@ci.south-pasadena.ca.us Phone: (626) 403-7246 Fax:</p>

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1000 S. Fremont Ave. Unit 42 Bldg A10-N, Suite 10210 Alhambra, CA 9180	Marisa Creter E-mail: mcreter@sgvcog.org Phone: (626) 457-1800 Fax: (626) 457-1285

EXHIBIT C

Upper Los Angeles River Enhanced Watershed Management Area Group



Upper Los Angeles River Watershed
EWMP Agencies

	ENRIQUE C. ZALDIVAR DIRECTOR		SHAHRAM KHARAGHANI PROGRAM MANAGER	
	ULARW_EWMPAgencies	DRAWN BY: NH	CHECKED BY: VD	DATE CREATED 6-18-13 DATE REVISED 3-3-15

SGVCOG / ACE Integration

	Activity	2017				2018					Status	
		S	O	N	D	J	F	M	A	M		J
JPA	Revise JPA to include changes to ACE and project and program processes											1 st draft provided by counsel and was presented to Governing Board for discussion in September. Governing Board will consider action at their October meeting.
	Submit revised JPA to GB for approval											
	Submit GB-approved JPA revisions to governing bodies for approval											
By-laws	Revise By-laws to include changes to ACE and project and program processes											
	Submit revised by-laws to GB for information											
	Submit revised by-laws to GB for approval											
	Based on JPA and Bylaws, hold elections for newly configured ACE Board											
Project Identification	Develop process for project identification, development and approval											It is anticipated that this will begin in late November after approval of the MOU with ACE for staff working groups.
	Submit process for project identification, development and approval to GB											
	Develop and approve initial project list											
Personnel and Admin. Restructure	Conduct ACE/COG employee outreach											An initial combined meeting held was held in August. Staff has contracted with a change management consultant to assist with this process.
	Develop consolidated personnel system											
	Implement consolidated personnel system											
	Develop consolidated admin and finance system											
	Implement consolidated admin and finance system											
Budget	Develop consolidated budget											
	Present budget to GB for approval											
Office Space	Identify options for joint office space											
	Present office space options to GB for approval											