



# San Gabriel Valley Council of Governments

## NOTICE OF THE REGULAR MEETING OF THE CITY MANAGERS' STEERING COMMITTEE

**Date: Wednesday, October 4, 2017 – 12 noon**

**Location: Foothill Transit Office  
(100 S. Vincent Ave., Suite 200, West Covina, CA)**

*Chair*  
**Dominic Lazzaretto**  
Arcadia

Thank you for participating in the City Managers' Steering Committee meeting. The City Managers' Steering Committee encourages public participation and invites you to share your views on agenda items.

*Vice-Chair*  
**Tony Ramos**  
Claremont

**MEETINGS: Regular Meetings of the City Managers' Steering Committee are held on the first Wednesday of each month at 12:00 noon at the Foothill Transit Office (100 S. Vincent Ave., Suite 200 West Covina, CA 91790.** The City Managers' Steering Committee agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, [www.sgvkog.org](http://www.sgvkog.org). Copies are available via email upon request ([sgv@sgvkog.org](mailto:sgv@sgvkog.org)). Documents distributed to a majority of the Committee 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.

*Immediate Past-Chair*  
**Chris Jeffers**  
Glendora

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

*Northeast  
Representatives*  
**Bob Russi**  
La Verne  
**Blaine Michaelis**  
San Dimas

**TO ADDRESS THE CITY MANAGERS' STEERING COMMITTEE:** At a regular meeting, the public may comment on any matter within the jurisdiction of the Committee 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. If several persons wish to address the Committee on a single item, the Chair may impose a time limit on individual remarks at the beginning of discussion. **The City Managers' Steering Committee may not discuss or vote on items not on the agenda.**

*Southeast  
Representatives*  
**Brian Saeki**  
Covina  
**Linda Lowry**  
Pomona

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

*Central Representatives*  
**Shannon Yauchzee**  
Baldwin Park  
**Chris Freeland**  
West Covina

*Southwest  
Representatives*  
**Mark Yokoyama**  
Alhambra  
**Bryan Cook**  
Temple City

**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 Committee 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 Committee.

*Northwest  
Representatives*  
**Darrell George**  
Duarte  
**Oliver Chi**  
Monrovia

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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**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (*If necessary, the Chair 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

## **CONSENT CALENDAR**

6. City Managers' Steering Committee Minutes – Page 1  
*Recommended Action: Approve City Managers' Steering Committee Minutes.*

## **ACTION ITEMS**

7. 4<sup>th</sup> Amendment to the SGVCOG Joint Powers Authority – Page 5  
*Recommended Action: Recommend Governing Board approve.*
8. 9<sup>th</sup> Amendment to the SGVCOG Bylaws – Page 25  
*Recommended Action: Recommend Governing Board approve.*
9. Memorandum of Understanding (MOU) with ACE for Integration-related Costs – Page 47  
*Recommended Action: Recommend Governing Board approve a MOU with ACE for an amount not to exceed \$45,000 for staff costs related to the COG/ACE integration.*
10. 1<sup>st</sup> Amendment to the SGVCOG 2017-18 Budget – Page 53  
*Recommended Action: Recommend Governing Board approve.*

## **DISCUSSION ITEMS**

11. Community Choice Aggregation  
*Recommended Action: For information only.*

## **UPDATE ITEMS**

12. ACE Construction Authority – Oral Report  
*Recommended Action: For information only.*
13. Executive Director's Monthly Report – Oral Report – Page 59  
*Recommended Action: For information only.*

## **CLOSED SESSION**

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

## **COMMITTEE MEMBER ITEMS**

### **ANNOUNCEMENTS**

### **ADJOURN**



**SGVCOG City Managers' Steering Committee Unapproved Minutes**  
**September 6, 2017**  
**12:00 Noon**  
**Foothill Transit**

1. Call to order. The meeting was called to order at 12:00 PM.
2. Pledge of Allegiance.
3. Roll Call

**Members Present:**

Arcadia, D. Lazzaretto  
 Alhambra, M. Yokoyama  
 Baldwin Park, S. Yauchzee  
 Claremont, T. Ramos  
 Covina, B. Saeki  
 Duarte, K. Herrera  
 Glendora, C. Jeffers  
 La Verne, Bob Russi  
 Pomona, L. Lowry  
 San Dimas, B. Michaelis  
 Temple City, B. Cook

**Members Absent:**

Monrovia  
 West Covina

**SGVCOG Staff/Guests:**

Phil Hawkey, Executive Director  
 M. Creter, Staff  
 E. Wolf, Staff  
 D. Fox, Diamond Bar

C. Cruz, Staff  
 M. Christoffels, ACE  
 K. Barlow, Jones & Mayer  
 K. Kearney, Bradbury

4. Public Comment.  
 There were no public comments.
5. Changes to Agenda Order.  
 There were no changes to the agenda.

**CONSENT CALENDAR**

6. City Managers' Steering Committee Minutes  
 There was a motion to approve the consent calendar (M/S: T. Ramos/M. Yokoyama).

**[MOTION PASSED]**

<b>AYES:</b>	Arcadia, Alhambra, Baldwin Park, Claremont, Covina, Duarte, Glendora, La Verne, Pomona, San Dimas, Temple City
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	Monrovia, West Covina

**ACTION ITEMS**

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

## Approvals

**There was a motion to recommend that the Governing Board authorize temporary modifications to the approval process for purchases and invoice approvals. (M/S: C. Jeffers/S. Yauchzee).**

**[MOTION PASSED]**

<b>AYES:</b>	Arcadia, Alhambra, Baldwin Park, Claremont, Covina, Duarte, Glendora, La Verne, Pomona, San Dimas, Temple City
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	Monrovia, West Covina

8. 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)  
C. Jeffers was concerned that the COG would become dependent on this revenue and then would be left in a bad financial position if the contract closed at some point in the future. He also recommended that the COG receive the actual contract for review prior to taking this item to the Governing Board for approval.

**There was a motion to recommend that the Governing Board authorize the Executive Director to execute MOAs with participating cities to administer contracts related to the ULAR CIMP, pending receipt of the draft MOU for inclusion with the Board report. (M/S: C. Jeffers/L. Lowry).**

**[MOTION PASSED]**

<b>AYES:</b>	Arcadia, Alhambra, Baldwin Park, Claremont, Covina, Duarte, Glendora, La Verne, Pomona, San Dimas, Temple City
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	Monrovia, West Covina

9. Contract for Metro Board of Director Support Services  
P. Hawkey discussed the proposed changes to the contract for direct support services to the SGVCOG Metro board member. He noted that the current contractor has decades of experience working with Metro and is adept at lobbying for SGVCOG interests. The committee discussed the proposed contract and provided feedback to staff.
10. Contract with LA County for Measure H/ Homelessness Funding  
**There was a motion to recommend that the Governing Board approve the contract (M/S: T. Ramos/S. Yauchzee).**

**[MOTION PASSED]**

<b>AYES:</b>	Arcadia, Alhambra, Baldwin Park, Claremont, Covina, Duarte, Glendora, La Verne, Pomona, San Dimas, Temple City
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	Monrovia, West Covina

11. FY 2016-17 4<sup>th</sup> Quarter Financial Report  
The steering committee received and filed the report.

12. Contract with Raupp Consulting Group for Organizational Change Management  
The committee discussed whether Raupp Consulting is qualified to manage the merger of two government entities given that its experience is in the private sector. P. Hawkey pointed out that the firm has experience merger engineering companies and that employee anxiety issues are the same in either case. P. Hawkey also introduced the idea of forming an Ad Hoc group including SGVCOG officers and city managers to help shepherd the integration of ACE and COG.

**There was a motion to recommend that the Governing Board approve a contract with Raupp Consulting Group for Organizational Change Management. (M/S: C. Jeffers/L. Lowry).**

**[MOTION PASSED]**

<b>AYES:</b>	Arcadia, Alhambra, Baldwin Park, Claremont, Covina, Duarte, Glendora, La Verne, Pomona, San Dimas, Temple City
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	Monrovia, West Covina

### DISCUSSION ITEMS

13. Update on ACE/COG Integration (Including Draft Revisions to JPA and Bylaws)  
Handouts were distributed showing the proposed changes to the JPA and Bylaws. P. Hawkey discussed the changes which initiated a conversation about how eminent domain cases would be resolved. C. Jeffers recommended that at least five board members must agree to pull a decision from the ACE Committee to the Governing Board for review.
14. Treasurer's Report  
The Treasurer's Report was received with no concerns.
15. LA County Blue Ribbon Commission on Public Safety  
Steering Committee members discussed the city-initiated public awareness campaign and the number and breadth of cities that have signed on.
16. Gateway Service Delivery Project  
A handout from Management Partners was distributed detailing their findings from a study on shared services done in the Gateway Cities COG.

### UPDATE ITEMS

17. ACE Construction Authority – Oral Report  
M. Christoffels reviewed the ACE's participation in the San Gabriel Valley Legislative Caucus held on August 30<sup>th</sup> in Sacramento.
18. Executive Director's Monthly Report – Oral Report  
The Executive Director distributed copies of the agenda for the General Assembly and discussed planning and the flow of the event.

### CLOSED SESSION

19. PUBLIC EMPLOYMENT: Titles: Executive Director pursuant to California Government Code section 54957  
CONFERENCE WITH LABOR NEGOTIATORS: Agency designated representatives: Phil Hawkey, Richard D. Jones, Kim Barlow, Dominic Lazzaretto, Tony Ramos and Chris Jeffers; Unrepresented employee: Executive Director pursuant to California Government Code section 54957.6.  
The committee discussed the Executive Director position and hiring details. No action was taken.

### COMMITTEE MEMBER ITEMS

C. Jeffers requested that a discussion of Community Choice Energy be added to the October agenda.

**ANNOUNCEMENTS**

**ADJOURN**

The meeting adjourned at 1:47 p.m.

# REPORT

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DATE: October 2, 2017

TO: Executive Committee  
City Managers Steering Committee

FROM: Phil Hawkey, Executive Director

RE: **DRAFT REVISION TO JOINT POWERS AUTHORITY**

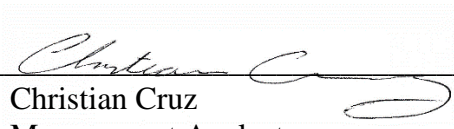
## **RECOMMENDED ACTION**

For information only.


## **BACKGROUND**

Attached is the revision to the Joint Powers Authority provided by legal counsel September 27, 2017.

Prepared by:

  
Christian Cruz  
Management Analyst

Approved by:

  
Marisa Creter  
Assistant Executive Director

## **ATTACHMENT**

Attachment A – Draft Revision to the Joint Powers Authority

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
A JOINT POWERS AUTHORITY**

**~~THIRD~~FOURTH AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

**EFFECTIVE ~~AS AMENDED MAY 9, 2008~~** \_\_\_\_\_

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# Attachment A – Draft Revision to the Joint Powers Authority

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

This ~~Third~~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:

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**WITNESSETH:**

The parties hereto do agree as follows:

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

a. Historically, 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 ~~plans~~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, ~~and~~ voluntary ~~coordination~~ ~~and implementing projects~~ among the cities ~~and~~ unincorporated areas and other public agencies ~~in the San Gabriel Valley is required in furtherance of the public interest, necessity and convenience~~; 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.

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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

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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;

(16)(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 Project, as defined in Section 27 of this Agreement Governing Board and shall be repaid solely from funds pledged or otherwise designated for ~~the Project~~ such projects. Borrowings authorized hereunder shall be in the name of the Council and shall be subject to Section 16 of this Agreement.

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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.

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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 ~~is~~ shall be a resident of the San Gabriel Valley, shall be designated as an alternate representative ~~of~~ 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

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# Attachment A – Draft Revision to the Joint Powers Authority

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 one~~ 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.

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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.

~~At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of President by the Governing Board, and a different Governing Board Representative shall be elected Vice President of the Governing Board. The terms of office of the President and Vice President elected at the first regular meeting of the Governing Board shall continue through the first July 1 of their terms and expire on the second July 1, and elections to determine their successors shall not be held until the first regular meeting of the May preceding the second July 1. Thereafter, 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 ~~and~~to fill such 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

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# Attachment A – Draft Revision to the Joint Powers Authority

Members or other agencies (“Implementation Agreement”) shall provide for indemnification of the individual Members of the Council who are not parties to the Contracts.

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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 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.)

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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 portion of 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.

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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 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 ~~Member~~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 ~~Supervisorial Districts~~ 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.

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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 ~~anytime~~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 March 1, 1994 if 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. ~~If fifty percent (50%) plus one (1) of the Eligible Public Entities have not adopted and signed this Agreement by March 1, 1994, then the Effective Date of the Agreement shall be the first date on which fifty percent (50%) plus one (1) of the Eligible Public Entities adopt and sign this Agreement.~~

Section 27. ~~Alameda Corridor – East, Gateway to America – Capital Projects and Construction Authority.~~

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 the Governing Board of the Council, there shall perform these functions outside of the San Gabriel Valley. Such projects will be and 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"). The ACE Construction Authority shall have responsibility for the day-to-day implementation of, implement a Project known as the Alameda Corridor – East, Gateway to America Project (the "Project") as ultimately adopted and approved by the Governing Board", which was expected to be of limited scope and duration. All responsibilities of

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Amended JPA.2017

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# Attachment A – Draft Revision to the Joint Powers Authority

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.

a.c. The Governing Board shall be advised regarding capital project and construction activities by a Standing Policy Committee established pursuant to Federal, State and local regulations. To facilitate such implementation of the Project, the ACE Construction Authority, upon the assignment of funds to it and subject 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.

b.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 restrictions imposed by Federal, State and local governmental project designed by Council employees, agents or contractors in order to ensure that all defenses and immunities available to public entities and by the Governing Board, shall have the following powers to act on behalf of the Council-are fully preserved. Insurance shall be purchased for any such project.

- (2)To employ agents, officers and employees;
- (3)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 Project;
- (4)To lease, manage, maintain, and operate on behalf of and in the name of the Council any buildings, works or improvements; and
- (5)To provide for or obtain insurance for the Council and Members of the ACE Construction Authority, and their agents, officers, and employees.

b. The powers of the ACE Construction Authority shall be exercised only in furtherance of the Project and may be further limited and/or expanded by the Council Bylaws, as adopted or amended by the Governing Board.

e. The ACE Construction Authority shall be comprised of seven (7) Members, the qualifications for which shall be set forth in the Bylaws. The ACE Construction Authority shall consist of one Member each from the City of El Monte, the City of Industry, the City of Montebello, the City of Pomona, and the City of San Gabriel, one Member from the County of Los Angeles, and one Member from the Council.

d. It is contemplated that the Council will receive funds to be used for the Project from various federal, state and local funding sources and that the receipt of such funds will be conditioned by

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regulation, law or agreement. The Governing Board shall have control of all such funds until such time as responsibility for management and/or use of the funds is transferred to the ACE Construction Authority by the Governing Board by appropriate action. Such action, in addition to the delegation of annual budgeting authority, may contain restrictions on the use of such funds and on the ACE Construction Authority, in addition to any found in the Governing Board adopted Bylaws, and as is required by Federal, State and local entities and the Council.

e. The ACE Construction Authority may be dissolved by the Governing Board upon a majority (50% + 1) vote. In the event that the ACE Construction Authority is dissolved by the Governing Board, the Governing Board shall succeed to the rights, responsibilities, obligations and duties of the ACE Construction Authority.

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

PUBLIC AGENCY

\_\_\_\_\_  
Supervisor/Mayor/Chairperson

ATTEST

\_\_\_\_\_  
Clerk

DATE

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# Attachment A – Draft Revision to the Joint Powers Authority

## EXHIBIT A

### Eligible Public Entities

Alhambra	<del>Monrovia</del>
Arcadia	<del>Monrovia</del> <del>Montebello</del>
Azusa	<del>Montebello</del> <del>Monterey Park</del>
Baldwin Park	<del>Monterey Park</del> <del>Pasadena</del>
Bradbury	<del>Pasadena</del> <del>Pomona</del>
Claremont	<del>Pomona</del> <del>Rosemead</del>
County of Los Angeles	<del>Rosemead</del> <del>San Dimas</del>
Covina	<del>San Gabriel</del> <del>Dimas</del>
Diamond Bar	<del>San Gabriel</del>
<del>Duarte</del>	San Gabriel Valley Water Districts Joint Powers Authority
<del>Duarte</del>	
<del>El Monte</del>	<del>Sierra Madre</del>
<del>Glendora</del>	<del>South El Monte</del>
<del>Industry</del>	<del>South Pasadena</del>
<del>Irwindale</del>	<del>Temple City</del>
<del>La Canada-Flintridge</del>	<del>Walnut</del>
<del>La Puente</del>	<del>West Covina</del>
<del>La Verne</del>	
<del>El Monte</del>	<del>San Marino</del>
<del>Glendora</del>	<del>Sierra Madre</del>
<del>Industry</del>	<del>South El Monte</del>
<del>Irwindale</del>	<del>South Pasadena</del>

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~~La Canada Flintridge~~

~~Temple City~~

~~La Puente~~

~~Walnut~~

~~La Verne~~

~~West Covina~~

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# REPORT

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DATE: October 2, 2017

TO: Executive Committee  
City Managers Steering Committee

FROM: Phil Hawkey, Executive Director

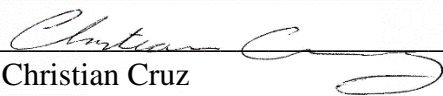
RE: **DRAFT REVISION TO BYLAWS**

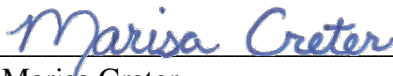
## **RECOMMENDED ACTION**

For information only.

## **BACKGROUND**

Attached is the revision to the Bylaws provided by legal counsel September 27, 2017. Legal counsel has presented three options of review under Article VI, Section D regarding review of decisions of the Capital Projects and Construction Committee: full review, partial review or no review. The full language of these three options are reflected in Attachment B.

Prepared by:   
Christian Cruz  
Management Analyst

Approved by:   
Marisa Creter  
Assistant Executive Director

## **ATTACHMENTS**

Attachment A – Draft Revision to the Bylaws

Attachment B – Capital Projects and Construction Committee Review Options

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**A JOINT POWERS AUTHORITY**

**~~EIGHTH~~NINTH AMENDED AND RESTATED BYLAWS**

**EFFECTIVE ~~APRIL 20,~~ 2017**

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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.

# Attachment A – Draft Revision to the Bylaws

## 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 staff 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.

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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 ~~and if the appointments involve a delegate and an alternate the candidate with the highest number of votes will be appointed delegate and the candidate with the next highest number of votes will be appointed the alternate.~~ Voting shall be reported as required by the Ralph M. Brown Act (Government Code Section 54950, *et seq.*).

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**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, ~~except for those employees and consultants working for the ACE Construction Authority.~~

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**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

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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 interface with and cooperate with the Chief Executive Officer of the ACE Construction Authority, who shall be responsible for the day-to-day management and operations of that organization.~~

~~**I.**~~ ~~**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~~section 6505, *et seq.*, in particular, ~~Section~~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~~and Auditor/Controller are:

~~1.~~ 1. The Treasurer and Auditor/Controller shall possess the powers described in, and shall perform those functions required by: Government Code ~~Sections~~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.

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

~~3.~~ 3. The Treasurer and Auditor/Controller shall annually cause an independent audit to be made of the Council ~~and of the ACE Construction Authority~~ by a ~~single~~ certified public accountant ~~or by separate certified public accountants~~, in accordance with Government Code ~~Sections~~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~~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~~section 1463.

**G. Status of Members' Officers and Employees.** As provided in Government Code ~~Section~~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 popular 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.

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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~~section 54950, ~~et seq~~et seq).

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**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.

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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~~section 54950, *et seq.*).

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The Steering Committee shall: together with the ~~assistance of the ACE Construction Authority, Treasurer/Auditor~~ recommend the independent auditor for the annual audit of the Council and ~~the ACE Construction Authority 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 ~~ACE Construction Authority~~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 ~~and the ACE Construction Authority'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 specific matters of concern to the Governing Board. All Committees shall have a clearly defined purpose.

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

Commented [KHB1]: Joe Lyons proposes to exempt the Capital Projects and Construction Committee from this rule.

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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~~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.

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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 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. In addition, the Governing Board shall appoint to the Committee a qualified designee

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from each city with one or more Governing Board approved and funding secured capital projects (“Project Participants”). The Members of the Capital Projects and Construction Committee shall be appointed by the Governing Board through a nomination process and serve for two year terms, except when project completion requires termination of a Committee Member’s appointment. 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 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 [KHB2]:** This language is proposed to be added by Joe Lyons. The Ad Hoc Committee’s recommended make up of the Committee did not include this, but the Board may opt to do so.

**Commented [KHB3]:** New language proposed by Joe Lyons.

In the event of a vacancy on the Capital Projects and Construction Committee, 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.

**Commented [KHB4]:** Joe Lyons proposes to delete this language.

**Commented [KHB5]:** Language proposed at Board Meeting.

**Commented [KHB6]:** Joe Lyons proposes to have any vacancy filled by appointment of the Governing Board.

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;

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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;

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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;

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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;

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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 five (5) 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.

Commented [KHB7]: Some have suggested that the number necessary to call a decision up to the Board for review should be 7 or some other higher number.

Commented [KHB8]: Alternative language is provided in an attachment to reflect no review or more limited review.

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**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 ~~and the Chairperson of the Alameda Corridor East Construction Authority~~, 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~~section 54950, *et seq.*).

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**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~~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~~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~~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 1<sup>st</sup> each year. \_\_\_\_\_

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

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**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.

## ~~Article IX - Alameda Corridor - East, Gateway to America Construction Authority~~

~~**A. Purpose and Powers.** The Alameda Corridor - East, Gateway to America Construction Authority (the "ACE Construction Authority") shall exist solely to implement the Alameda Corridor - East, Gateway to America Project (the "Project"), all as described in the Agreement, as may be amended from time to time. The responsibilities and duties of the ACE Construction Authority, subject to the limitations of applicable law, the Agreement and these Bylaws, shall include:~~

~~1. All of the powers of the ACE Construction Authority provided in Section 27 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.~~

~~2. Conducting the affairs of the ACE Construction Authority.~~

~~3. Appointing, fixing the compensation of and removing a Chief Executive Officer and conducting an annual performance review of the Chief Executive Officer.~~

~~4. Annually reviewing and approving a proposed budget and work plan submitted by the Chief Executive Officer.~~

~~**B. Compliance With Applicable Laws, Permits and Licenses.** The ACE Construction Authority 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 the Project.~~

~~**C. Brown Act.** The ACE Construction Authority shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Government Code Section 54950 et seq.)~~

**~~D. Composition of the ACE Construction Authority.~~** The ~~ACE Construction Authority~~ shall be constituted as follows:

~~1. Designation of ACE Construction Authority Members and Alternates.~~ The ACE Construction Authority shall be comprised of representatives from the City of El Monte, the City of Industry, the City of Montebello, the City of Pomona, the City of San Gabriel, the County of Los Angeles, and the Council (the “Project Participants”). Each Project Participant shall designate a Construction Authority Member and an Alternate. For those jurisdictions that are Members of the Council, the Member and Alternate on the Construction Authority shall be the Member’s Representative and Alternate to the Governing Board except that the County of Los Angeles, at its sole discretion, shall designate an eligible person (as defined herein) as a Member and another eligible person as an Alternate. For Project Participants that are not Members of the Council, each Project Participant shall designate an eligible person (as defined herein) as a Member and another eligible person as an Alternate.

~~2. President of the Council.~~ The President of the Council or his/her delegate shall be a Member of the ACE Construction Authority. The President of the Council may, subject to Governing Board approval, designate a Governing Board Representative to serve as his/her delegate and a Governing Board Representative or Alternate to serve as his/her Alternate to the ACE Construction Authority. In the event the President of the Council is a Councilperson of any jurisdiction represented on the ACE Construction Authority, the President shall, subject to Governing Board approval, designate a Governing Board Representative to represent the Governing Board on the ACE Construction Authority.

~~3. Eligibility.~~ No person shall be eligible to serve as an ACE Construction Authority Member or Alternate unless that person is, at all times during that person’s tenure as an ACE Construction Authority Member or Alternate, a Member of the legislative body of one of the Project Participants. Should any person serving on the ACE Construction Authority fail to maintain this elected official status, that person’s position on the ACE Construction Authority shall be deemed vacated as of the date such person ceases to qualify pursuant to this paragraph and the appointing jurisdiction shall be entitled to appoint a qualified replacement.

~~4. Non-Council Member ACE Construction Authority Members.~~ For those Project Participants that are not Members of the Council, participation on the ACE Construction Authority and the ability to recommend for appointment an ACE Construction Authority Member and Alternate shall be conditioned on the execution of an agreement, approved by the Governing Board, between such jurisdiction and the Council, which agreement shall reflect the non-Council Member’s agreement to be bound by these Bylaws, as approved and amended from time to time by the Governing Board, lawful action of the Governing Board and the Agreement, as may be amended from time to time.

**~~E. ACE Construction Authority Procedures.~~** The ~~ACE Construction Authority~~ shall be governed by the following procedures:

~~1. Voting and Participation.~~ Each ACE Construction Authority Member may cast only one vote for each issue before the ACE Construction Authority. Members seated on the ACE

~~Construction Authority shall be entitled to participate and vote on matters pending before it only if such person is physically present at the meeting of the ACE Construction Authority.~~

~~2. Proxy Voting.— No absentee ballot or proxy shall be permitted.~~

~~3. Quorum.— A quorum of the ACE Construction Authority shall consist of not less than four (4) of its total voting membership.~~

~~4. Sub Committees.— As needed, the ACE Construction Authority may create ad hoc or advisory committees to give advice to the ACE Construction Authority on such matters as may be referred to such committee by the ACE Construction Authority. All committees shall have a stated purpose before they are formed. Such a committee shall remain in existence until it is dissolved by the ACE Construction Authority or the Governing Board. Qualified persons shall be appointed to such committees by the ACE Construction Authority and each such appointee shall serve at the pleasure of the ACE Construction Authority. Committees, unless otherwise provided by law, the Agreement or the Bylaws, may be composed of Members and non-Members of the ACE Construction Authority.~~

~~5. Actions.— Actions taken by the ACE Construction Authority shall be by a simple majority of the ACE Construction Authority Members present with a quorum in attendance, unless by a provision of applicable law, the Agreement or the Bylaws, a higher number of votes is required to carry a particular motion. For motions before the ACE Construction Authority dealing with personnel actions, the annual budget, the Construction Authority's Administrative Code, or matters that will require subsequent approval by the Council's Governing Board, all actions taken by the ACE Construction Authority shall be by a minimum of five (5) votes.~~

~~**F. Meetings of ACE Construction Authority.**— The ACE Construction Authority shall establish the dates and times of regular meetings of the ACE Construction Authority. The location of each such meeting shall be as directed by the ACE Construction Authority. Minutes shall be kept of each meeting and shall, as soon as possible after each meeting, be forwarded to each ACE Construction Authority Member.~~

~~**G. Compensation of ACE Construction Authority.**— ACE Construction Authority Members shall be entitled to compensation for attendance at each Construction Authority meeting, and may be reimbursed for travel expenses associated with ACE Construction Authority activities.~~

~~**H. Election of Chair and Vice Chair.**— The Chair shall be the chairperson of the ACE Construction Authority, shall conduct all meetings of the ACE Construction Authority and perform such other duties and functions as required of such person by provisions of applicable law, the Agreement, the Bylaws or by the direction of the ACE Construction Authority. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, the Agreement, the Bylaws, or by the direction of the ACE Construction Authority or the Chair.~~

~~At the first regular meeting of the ACE Construction Authority, an ACE Construction Authority Member shall be elected to the position of Chair by the ACE Construction Authority.~~

## Attachment A – Draft Revision to the Bylaws

and a different ACE Construction Authority Member shall be elected to the position of Vice Chair of the ACE Construction Authority. The terms of office of the Chair and Vice Chair elected at the first regular meeting of the ACE Construction Authority shall be for one year. Thereafter, an ACE Construction Authority Member shall be elected annually to the position of Chair, and a different ACE Construction Authority Member shall be elected annually to the position of Vice Chair of the ACE Construction Authority.

If there is a vacancy, for any reason, in the position of Chair or Vice Chair, the ACE Construction Authority shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

**I. Chief Executive Officer.** The ACE Construction Authority shall select a qualified individual to serve as the Chief Executive Officer. The powers and duties of the Chief Executive Officer are:

1. To serve as the chief executive officer of the ACE Construction Authority and to administer the affairs of the ACE Construction Authority in compliance with all applicable federal, state and local laws, statutes, codes, regulations and rules and all codes and procedures of the ACE Construction Authority.

2. To hire and remove all employees of the ACE Construction Authority and to retain and terminate consultants and contractors.

3. Annually to prepare and present a proposed budget to the ACE Construction Authority for approval and thereafter to the Steering Committee for information and to the Governing Board for approval and, after all approvals, to maintain the expenditures of the ACE Construction Authority within the approved budget, as may be amended from time to time.

4. To be responsible for the day to day handling of all cash and checks of the ACE Construction Authority; for the accounting, bookkeeping and financial reporting systems; and to be responsible for all records. To be responsible for the timely billing and collections of accounts receivable.

5. To actively monitor and be responsible for all aspects of the design, engineering and construction projects and work activities undertaken by the ACE Construction Authority.

6. To provide quarterly financial status reports, unless a different schedule is requested, to the ACE Construction Authority and the Governing Board in a manner and format that is acceptable to the Governing board, the ACE Construction Authority and the Treasurer/Auditor of the Council.

7. To ensure that the ACE Construction Authority and all consultants and contractors under contract to the ACE Construction Authority procure insurance policies that provide adequate protection to the Council and the ACE Construction Authority and that are in accord with any policy limits and policy coverage requirements directed by the Governing Board or the ACE Construction Authority.

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~~8. To perform all banking, investment, bookkeeping, accounting, accounts payable, accounts receivable and recordkeeping activities required of the ACE Construction Authority.~~

~~9. To attend the meetings of the ACE Construction Authority.~~

~~10. To interface with and support the Executive Director on all matters affecting both the Council and the ACE Construction Authority.~~

~~**J. Finance.** The ACE Construction Authority, in consultation with the Treasurer/Auditor of the Council, shall be accountable for the oversight of the financial procedures, financial management and budget of the ACE Construction Authority. The books and records of the ACE Construction Authority shall be open to inspection at all reasonable times by representatives of the Members of the Council, the ACE Construction Authority, Project Participants and Members and the officers and directors and agents and employees of the entity they represent and any state or federal or local agency providing funding for the Project.~~

~~**K. Control and Investment of ACE Construction Authority Funds.** The control and investment of ACE Construction Authority funds shall be subject to the Investment Policy adopted by the Governing Board. The Treasurer/Auditor of the Council shall ensure strict compliance with such policy. The ACE Construction Authority shall periodically review all investments of ACE Construction Authority funds.~~

~~**L. Liability Insurance.** The ACE Construction Authority shall obtain adequate liability coverage and/or insurance for its activities and shall require whenever possible that parties with whom the ACE Construction Authority contracts agree to defend, hold harmless and indemnify, and name as additional insureds, the Council and the ACE Construction Authority and the officers, directors, agents and employees of the entity they represent.~~

~~**M. Implementation Agreements.** When authorized by the ACE Construction Authority, affected Project Participants may execute Implementation Agreements for the purpose of authorizing the ACE Construction Authority to implement, manage and administer area wide and site specific Projects within each Project Participant's jurisdictional boundaries. The ACE Construction Authority may also enter into Implementation Agreements with Project Participants authorizing individual Project Participants to undertake and implement site specific improvements.~~

## **Attachment B – Capital Projects and Construction Committee Review Options**

Alternative options for review of decisions of the Capital Projects and Construction Committee:

Full review except for eminent domain:

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 five (5) 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.

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 five (5) 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.

1. Any decision relating to the exercise of eminent domain.
2. Approval of bid specifications for approved projects and the conduct of public works bidding.
3. Determinations of disqualification of bidders as non-responsive or non-responsible.
4. Bid award protests.
5. Approval of insurance contracts.
6. Obtaining any ministerial permits necessary to construct a Governing Board approved project.
7. Approval of permit applications to regional agencies such as SCAQMD, SCAG, Regional Water Boards, etc.
8. Approval of change orders which do not require obtaining additional funding.
9. Final acceptance of projects when completed.

No review:

Decisions of the Capital Projects and Construction Committee shall be final and not subject to appeal or review.





# REPORT

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DATE: October 4, 2017

TO: City Managers Steering Committee

FROM: Phil Hawkey, Executive Director

RE: **ACE MOU FOR INTEGRATION-RELATED COSTS**

## **RECOMMENDED ACTION**

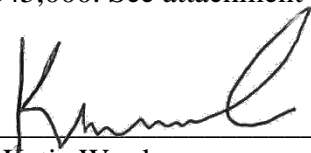
Approve memorandum of understanding (MOU) with ACE for an amount not to exceed \$45,000 for work associated with the ACE/SGVCOG integration.

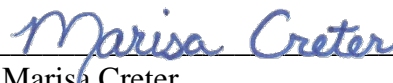
## **BACKGROUND**

At the August 2017 Governing Board meeting, the Board approved the integration of Alameda Corridor East Construction Authority (ACE) into the SGVCOG. To achieve successful integration, SGVCOG and ACE staff met in September to discuss next steps toward integration. At this meeting, ACE and SGVCOG discussed the formation of staff workforces to accomplish several tasks towards integration. The taskforces identified were the following:

- Project Identification,
- Personnel / HR Systems,
- Budget, Contracts and Administrative Issues,
- Office Space, and
- Branding<sup>1</sup>

ACE identified funding issues related with participating in these activities and taskforces, as some portion of this staff time may not be eligible for reimbursement under ACE's existing MOU with Metro, which covers administration/unallowable costs. As such, ACE is requesting reimbursement from the SGVCOG for staffing costs associated with integration in the form of an MOU, with costs not to exceed \$45,000. See attachment A for the full draft MOU.

Prepared by:   
Katie Ward  
Management Analyst

Approved by:   
Marisa Creter  
Interim Executive Director

## **ATTACHMENTS**

Attachment A – ACE Integration MOU

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<sup>1</sup> An additional taskforce that was identified at this meeting was to assist with the development of a newly integrated JPA and bylaws. However, due to the urgency of needing a draft JPA and bylaws, a draft was developed during the month of September and circulated to ACE and SGVCOG for comment in advance. Therefore, a separate staff workforce was not able to formally meet.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**AND**  
**ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY**  
**REGARDING**  
**STAFF COSTS ASSOCIATED WITH THE MERGING OF THE SAN**  
**GABRIEL VALLEY COUNCIL OF GOVERNMENTS and ALAMEDA**  
**CORRIDOR EAST CONSTRUCTION AUTHORITY INTO ONE ENTITY**

**The following is a Memorandum of Understanding (“MOU”) between the San Gabriel Valley Council of Governments (“SGVCOG”) and the Alameda Corridor East Construction Authority of the San Gabriel Valley Council of Governments (“ACE”), regarding ACE’s provision of staff assistance related to merging of both organizations into one common entity.**

**WHEREAS**, ACE is an administrative entity of SGVCOG, organized pursuant to Section 6508 of the California Government Code with delegated powers relating to administering a project that consists of a number of grade separations within the San Gabriel Valley; and

**WHEREAS**, in August 2017, SGVCOG’s Governing Board voted to amend the existing JPA and By-laws to merge the COG and ACE staff’s into one organizational structure; and

**WHEREAS**, formalizing this relationship will require input from existing ACE staff and some portion of this staff time may not be eligible for reimbursement under ACE’s existing MOU’s with Metro.

**NOW, THEREFORE, the parties agree that the following provisions shall govern ACE’s staff time relative to the required efforts to formally merge existing ACE and COG staff, as well as the SGVCOG’s payment of ACE for such support.**

1. ACE CEO, with concurrence from the SGVCOG interim Executive Director, shall assign ACE staff to the following working groups to assist in the formation of policies and procedures that will need to be put in place relative to the organizational merger:

- JPA and Bylaws,

- Project Identification,
  - Personnel / HR Systems,
  - Budget, Contracts and Administrative Issues,
  - Office Space, and
  - Branding
2. ACE will endeavor to seek reimbursement for staff time from its existing funding sources, however for those expenses that cannot be reimbursed through those means; ACE staff time will be billed to the SGVCOG at the rates shown on the attached rate sheet.
  3. Should ACE experience a change in personnel necessary for the completion of the services identified above, ACE will propose such change to SGVCOG and upon acceptance of the proposal; this MOU may be amended by written agreement of SGVCOG's Executive Officer and ACE's Chief Executive Officer/Chief Engineer.
  4. ACE will bill SGVCOG on a monthly basis for work performed. SGVCOG agrees to remit payment to ACE within 30 days of receipt of each ACE bill.
  5. If any term or provision of this MOU shall be rendered invalid or unenforceable, to any extent, the remainder of this MOU, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected hereby, and each provision of this MOU shall be valid and enforceable to the extent permitted by law.
  6. The terms and provisions of this MOU shall not be deemed to confer any rights upon any person or entities other than the parties hereto.
  7. This MOU may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the date set forth below

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

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

Title: \_\_\_\_\_

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

**ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY**

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

Title: \_\_\_\_\_

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

DRAFT

<b>ACE - Construction Authority</b>		
FY 2018 SGVCOG Support Rates		
	Employee Name	Hourly Rate
1	Michelle K Arroyo	\$ 55.91
2	Paul Hubler	171.71
3	Carlos Monroy	158.17
4	Deanna Stanley	116.84
5	Menchu Ituralde	130.09
6	Victoria Butler	181.31
7	Yanin Rivera	80.83
8	Alcira Godoy	94.60
9	Marita Torres	81.86
10	Reynaldo Alimoren	116.57
11	Charles Tsang	151.69
12	Cecilia Cardenas	123.71
13	Edward Villanueva	110.98
14	Zarina Mapes	81.33
15	Genichi Kanow	163.93
16	Phillip Balmeo	170.34
17	Amy Hanson	70.18
18	Nathan Bocanegra	104.60
19	Susan Nguyen	78.70
20	Mark Christoffels	209.00
21	Fred Leung	102.73
22	Rachel Korkos	140.48
23	Melissa Truong	73.34



# REPORT

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DATE: October 4, 2017

TO: Executive Committee  
City Managers Steering Committee  
Governing Board

FROM: Phil Hawkey, Executive Director

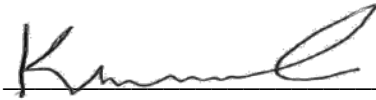
RE: **1<sup>st</sup> AMENDMENT TO THE SGVCOG 2017-18 BUDGET**

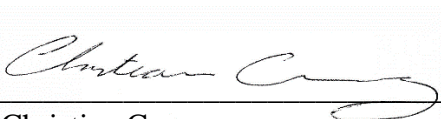
## **RECOMMENDED ACTION**

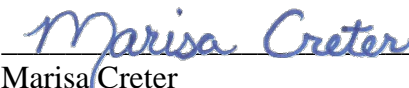
Recommend Governing Board approve amendment to the 2017-18 budget

## **BACKGROUND**

Staff is recommending revisions to the FY 2017-18 budget. The overall impact is resulting in a negative year-end balance of \$126,567. This is a net decrease of \$127,920, which is attributed 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  
Assistant Executive Director

## **ATTACHMENTS**

Attachment A – Explanation of Revisions to Revenue and Expenses

## 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. As a follow-up, staff is recommending a contract with Raupp Consulting Group to provide organizational change management services to assist with long-term integration of SGVCOG and ACE staff. The contract amount is not to exceed \$30,000. 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 \$6,300.</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>The net impact of both these management consulting services will increase expenses by \$39,300.</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 \$50,000 for legal services related to SGVCOG/ACE integration.</p>



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"> <li>• 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.</li> <li>• 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.</li> <li>• 3-month vacancy in the Executive Director Position and an Interim Executive Director salary adjustment,</li> <li>• Addition of part-time Senior Management Analyst.</li> <li>• Promotion of one Management Analyst to Senior Management Analyst and temporary assignment of one Intern as a Part-Time Project Assistant.</li> <li>• Increase in revenue and expenditures due to Energy Wise and PACE grant activities.</li> </ul> <p>The net impact will be a \$35,559 increase in expenditures.</p>
30	<p>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.</p>
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"> <li>• Project identification,</li> <li>• Personnel/HR Systems,</li> <li>• Budget, Contracts, and Administrative Issues, and</li> <li>• Office Space and Branding.</li> </ul> <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.</p>

		FY 2017-18	Proposed Revisions
1	<b>General Operating Income</b>		
2	Member Dues	\$ 760,798	\$ 760,798
3	Sponsorships	50,000	50,000
4	Hero Revenue	12,000	12,000
5	Miscellaneous Revenue	-	30,020
6	Interest	1,000	1,000
7	<i>Total General Operating Income</i>	823,798	853,818
8	<b>Grants &amp; Special Project Income</b>		
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 &amp; Special Project Income</i>	548,413	1,218,297
18	<b>Total Income</b>	1,372,211	2,072,115
19	<b>General Operating Expenses</b>		
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

31	<u>General &amp; 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	-	63,000
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	<b>Total Expenditures</b>	<u>1,369,136</u>	<u>2,198,682</u>
59	<b>Net income (Loss)</b>	<u>\$ 3,075</u>	<u>\$ (126,567)</u>



## 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											Aug 28: 1 <sup>st</sup> draft provided by counsel and was presented to Governing Board for discussion in September.
	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 October 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											Aug 28: initial combined meeting held. The Governing Board is considering approval of a contract for change management at its October meeting.
	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											