



San Gabriel Valley Council of Governments
AGENDA AND NOTICE OF THE REGULAR MEETING
OF THE SGVCOG EXECUTIVE COMMITTEE
December 4th, 2017- 12 NOON
SGVCOG Office - 1000 S. Fremont Ave., Building 10, Suite 10210,
Alhambra, California 91803

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

President
Cynthia Sternquist

1st Vice President
Margaret Clark

2nd Vice President
Joe Lyons

3rd Vice President
Becky Shevlin

Past President
Barbara Messina

Transportation Chair
John Fasana

Homelessness Chair
Joseph Lyons

EENR Chair
Denis Bertone

Water Resources Chair
Diana Mahmud

ACE Chair
Juli Costanzo

MEETINGS: *Regular Meetings of the Executive Committee are held the first Monday of every month at 12:00 p.m. at the SGVCOG Office (1000 S. Fremont Ave., Building 10, Suite 10210, Alhambra, California 91803).* The Executive 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. Copies are available via email upon request (sgv@sgvcog.org). Documents distributed to a majority of the Board after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

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

TO ADDRESS THE EXECUTIVE COMMITTEE: At a regular meeting, the public may comment on any matter within the jurisdiction of the Board during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a time limit on individual remarks at the beginning of discussion. **The Executive Committee may not discuss or vote on items not on the agenda.**

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

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

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. Roll Call
3. Public Comment (*If necessary, the President may place reasonable time limits on all comments*)
4. Changes to Agenda Order: Identify emergency items arising after agenda posting and requiring action prior to next regular meeting (*It is anticipated that the Executive Committee may take action on these matters*)

CONSENT CALENDAR (*It is anticipated that the Executive Committee may take action on the following matters*)

5. Executive Committee Meeting Minutes - Page 1
Recommended Action: Approve Executive Committee minutes.

CLOSED SESSION

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

UPDATE ITEMS

- Update on ACE/COG Integration - Page 5
- Interim Salary Resolution - Page 7
- Homeless MOU - Page 13
- Metro Service Sector
- Stipends - Page 23
- Potential Governing Board Presentations: Los Angeles Community Choice Energy, Industrial MS4 Permit, SCAG 2020 Regional Transportation Plan and Sustainable Communities

PRESIDENT'S REPORT

EXECUTIVE DIRECTOR'S REPORT

GENERAL COUNSEL'S REPORT

ACTION ITEMS (*It is anticipated that the Executive Committee may take action on the following matters*)

7. Draft Governing Board Agenda - Page 27
Recommended Action: Provide direction to staff.
8. January Executive Committee Meeting
Recommended Action: Move the January Executive Committee meeting to January 8th.

ANNOUNCEMENTS

ADJOURN



SGVCOG
Executive Committee Minutes
November 6, 2017
12:00 PM
SGVCOG Offices, Alhambra

PRELIMINARY BUSINESS

1. Call to Order

The meeting was called to order at 12:07 P.M.

2. Roll Call

Members Present

Members Absent

- C. Sternquist, President
- M. Clark, 1st Vice President
- J. Lyons, 2nd Vice President, Homelessness Chair
- B. Shevlin, 3rd Vice President
- B. Messina, Past President
- J. Fasana, Transportation Chair
- D. Mahmud, Water Policy Chair
- D. Bertone, EENR Chair
- J. Costanzo, ACE Chair

Staff/Guests:

- M. Creter, Interim Executive Director
- K. Ward, Staff
- E. Wolf, Staff

- M. Christoffels, ACE
- K. Barlow, Jones & Mayer
- D. Lazzaretto, Arcadia

3. Public Comment

There were no comments from the public.

4. Changes to Agenda Order:

There were no changes to the agenda.

CONSENT CALENDAR

5. Executive Committee Meeting Minutes

There was a motion to approve the consent calendar (M/S: J. Fasana/D. Mahmud).

[MOTION PASSES]

AYES:	C. Sternquist, M. Clark, J. Lyons, B. Shevlin, B. Messina, J. Fasana, D. Mahmud, D. Bertone J. Costanzo
NOES:	
ABSTAIN:	
ABSENT:	

CLOSED SESSION

6. PUBLIC EMPLOYMENT: Title: Executive Director pursuant to California Government Code section 54957

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

Code section 54957.6.
No action was taken.

UPDATE ITEMS

- Update on ACE/COG Integration
M. Creter reported on this item.
- FY 2017-18 1st Quarter Financial Report
M. Creter reported on this item.
- Executive Director Job Description
M. Creter reported on this item
- 2018 Extension of San Gabriel Valley Energy Wise Partnership (SGVEWP) Contract with Southern California Edison
M. Creter reported on this item

PRESIDENT’S REPORT

The President asked that if any members have issues of mutual concern, to bring it forward as a topic of discussion. For example, Dominic Lazzaretto, City Manager of Arcadia, will be presenting the City’s Coyote Management plan.

EXECUTIVE DIRECTOR’S REPORT

- Legislative Update
M. Creter reported on this item. There was a correction to the report: SB 649 should read opposed by the SGVCOG.

GENERAL COUNSEL’S REPORT

ACTION ITEMS

7. 4th Amendment to the SGVCOG Joint Powers Agreement (JPA)
K. Barlow provided an update on this item.
There was a motion to approve the final JPA and direct staff to transmit to member agencies consent calendar (M/S: J. Lyons/D. Bertone).

[MOTION PASSES]

AYES:	C. Sternquist, M. Clark, J. Lyons, B. Shevlin, B. Messina, J. Fasana, D. Mahmud, D. Bertone J. Costanzo
NOES:	
ABSTAIN:	
ABSENT:	

8. Draft Governing Board Agenda
The following changes were made to the agenda:
 - Move the SCE contract to the consent calendar**There was a motion to approve the Governing Board agenda as amended (M/S: J. Lyons/B. Shevlin).**

[MOTION PASSES]

AYES:	C. Sternquist, M. Clark, J. Lyons, B. Shevlin, B. Messina, J. Fasana, D. Mahmud, D. Bertone J. Costanzo
NOES:	
ABSTAIN:	
ABSENT:	

ANNOUNCEMENTS

ADJOURN

The meeting adjourned at 1:16 PM.

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											Completed.
	Submit revised JPA to GB for approval											Completed.
	Submit GB-approved JPA revisions to governing bodies for approval											Transmitted to cities for adoption week of November 6. 6 cities have adopted, 16 cities currently have it scheduled for adoption.
By-laws	Revise By-laws to include changes to ACE and project and program processes											Completed.
	Submit revised by-laws to GB for information											Completed
	Submit revised by-laws to GB for approval											Scheduled for the December 14 th Governing Board meeting.
	Based on JPA and Bylaws, hold elections for newly configured ACE Board											Draft election process submitted to Ad Hoc Committee in November for review and revision.
Project Identification	Develop process for project identification, development and approval											It is anticipated that this will begin in late November after approval of the MOU with ACE for staff working groups.
	Submit process for project identification, development and approval to GB											
	Develop and approve initial project list											
Personnel and Admin. Restructure	Conduct ACE/COG employee outreach											An initial combined meeting held was held in August. Staff has contracted with a change management consultant to assist with this process.
	Develop consolidated personnel system											RFP for salary study released on November 8th.
	Implement consolidated personnel system											Action pending start of new Executive Director.
	Develop consolidated admin and finance system											Action pending start of new Executive Director.
	Implement consolidated admin and finance system											Action pending start of new Executive Director.
Budget	Develop consolidated budget											Action pending start of new Executive Director.
	Present budget to GB for approval											
Office Space	Identify options for joint office space											
	Present office space options to GB for approval											

REPORT

DATE: December 4, 2017
TO: Executive Committee
FROM: Marisa Creter, Interim Executive Director
RE: **SALARY RESOLUTION**


RECOMMENDED ACTION


For information only.

SALARY RESOLUTION

On November 6, the Executive Committee approved the 4th Amendment to the SGVCOG's Joint Powers Agreement (JPA). When 19 member agencies adopt the amendment, the JPA is considered approved. This is anticipated to occur in early January. As soon as this occurs, ACE as an independent subsidiary of the SGVCOG will no longer exist and no longer have its own employees. Given this, Legal Counsel was directed to draft a resolution that updates the SGVCOG's existing personnel system to maintain existing pay and benefits of current ACE employees. See Attachment A for a full copy of this resolution.

Additionally, staff is currently in the process of hiring a firm to conduct a more detailed evaluation of the personnel system, including a classification and compensation study for all ACE/SGVCOG positions. However, this work is not anticipated to be completed until May, so this resolution was developed as an intermediary step for the integration of ACE and SGVCOG.

Prepared by: 
Katie Ward
Senior Management Analyst

Approved by: 
Marisa Creter
Interim Executive Director

ATTACHMENTS

Attachment A – Salary/Personnel Resolution

RESOLUTION NO. 17-

A RESOLUTION OF THE GOVERNING BOARD OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) REGARDING EMPLOYMENT BENEFITS AND SALARY RATES FOR ALL CLASSES OF EMPLOYMENT

WHEREAS, in 2013, the Governing Board restructured the SGVCOG organization and added administrative employees who are assigned to the traditional Council of Governments functions including completion of the goals and objectives adopted in the SGVCOG's Strategic Plan and annual work plan, administration of grant programs, and coordination of the various policy and technical advisory committees;

WHEREAS, given the changes to the organization, the Governing Board is reviewing current practices and developing systems that reflect best industry practices and afford the greatest level of transparency and protection to the SGVCOG, its member agencies, the communities, and the employees including practices and policies related to the administrative and financial functions of the organization;

WHEREAS, on May 29, 2014, the Governing Board adopted Ordinance No. 100 which established an Administrative Code that created a personnel system;

WHEREAS, on July 17, 2014, the Governing Board adopted an Employee Policy and Procedures Manual that established a comprehensive set of rules, regulations and policies and a classification system designed to afford the greatest protection to the SGVCOG and its employees by clearly defining the expectations of employment, establishing a system for addressing and resolving areas of concern, and creating opportunities to mentor, train and develop personnel; and

WHEREAS, on September 18, 2014, the Governing Board adopted Resolution No. 14-23 establishing the employment benefits and salary rates for all classes of employment; and

WHEREAS, the Governing Board created the Alameda Corridor East Construction Authority (ACE) in 1998 as a section of the SGVCOG, separately administered by a Board made up of SGVCOG Board members, for the specific purpose of constructing railroad grade crossings and grade separations in a defined rail corridor generally paralleling the 60 freeway; and

WHEREAS, on August 17, 2017, the Governing Board voted to fully integrate ACE into the SGVCOG and thereafter adopted Resolution No. 17-__ to approve a proposed revision to the Joint Powers Authority Agreement governing the SGVCOG, to be considered by each Member Agency; and

WHEREAS, ACE has a group of employees who have a separate employee handbook and personnel rules, who are currently compensated based on a salary study taking into account the limited nature of the ACE Project and its anticipated dissolution upon completion of the Project; and

WHEREAS, a new salary study is being conducted to determine the appropriate pay and benefits for all SGVCOG employees in a fully integrated organization; and

Attachment A

Resolution No. 17-
Page 2 of 4

WHEREAS, the Governing Board wishes to maintain existing pay and benefits of current ACE employees pending the outcome of the salary study and consideration of the proposed Joint Powers Authority Agreement by Member Agencies, which salaries and benefits are subject to change in the future.

NOW, THEREFORE, the Governing Board of the SGVCOG does hereby resolve, declare, determine and order as follows:

SECTION 1. The following bi-weekly salary schedules are assigned to the full-time classes of employment for ACE employees. Annual compensation is equal to 26 bi-weekly pay periods. Salary ranges shall be adjusted by CPI on January 1st of each year pursuant to the existing practice. These salary ranges and actual salaries are subject to change as determined by the Governing Board.

Position Title	Range Minimum		Range Maximum	
	Monthly Salary	Bi-Weekly Salary	Monthly Salary	Bi-Weekly Salary
Accounting Technician (2)	\$4,170.42	\$1,924.80	\$6,339	\$2,925.69
Administrative Assistant (2)	\$5,102.92	\$2,355.19	\$7,570.50	\$3,494.08
Administrative Services Manager	\$6,464.92	\$2,983.81	\$11,636.75	\$5,370.81
Labor Compliance/ Procurement Admin	\$5,426	\$2,504.31	\$8,314.75	\$3,837.58
Contracts Auditor	\$5,302.17	\$2,447.15	\$8,727.42	\$4,028.04
Contracts Manager	\$9,535.42	\$4,400.96	\$13,628.08	\$6,289.88
Director of Finance	\$11,636.75	\$5,370.81	\$16,768.83	\$7,739.46
Director of Government and Community Relations	\$12,674.42	\$5,849.73	\$19,307.25	\$8,911.04
Manager of Audits and Grants	\$6,814	\$3,144.92	\$12,265.25	\$5,660.88
Manager of Information Technologies	\$5,534.50	\$2,554.38	\$8,481.17	\$3,914.38
Program Manager	\$12,218.58	\$5,639.35	\$17,607.25	\$8,126.42
Secretary/Document Control	\$4,311.75	\$1,990.04	\$6,470.17	\$2,986.23
Senior Accountant	\$5,357.25	\$2,472.58	\$8,009.25	\$3,696.58
Senior Contracts Auditor	\$5,605.67	\$2,587.23	\$9,163.75	\$4,229.42
Senior Contracts Administrator	\$7,120.08	\$3,286.19	\$10,887.33	\$5,024.92
Senior Project Manager (4)	\$11,636.75	\$5,370.81	\$16,768.83	\$7,739.46
Utility Coordinator	\$7,487.08	\$3,455.58	\$11,228.58	\$5,182.42
Chief Executive Officer			\$21,211.75	\$9,790.03

Attachment A

Resolution No. 17-

Page 3 of 4

SECTION 2. The ACE employees shall continue to receive their existing benefits pending completion of the salary study. These benefits are subject to change as determined by the Governing Board. All employees of the SGVCOG hired on or after the effective date of this Resolution shall pay the full amount of the employee member contribution to CalPERS.

SECTION 3. The SGVCOG reserves the right, in its sole discretion, at any time and from time to time, and upon a non-discriminatory basis, to amend or rescind any provision of this Resolution or any salary or benefit provisions, or to terminate any benefits or salary provisions. Such changes may apply to current and/or future employees. All salary and benefits in this Resolution are subject to meet and confer guidelines and shall be reviewed at least annually in their entirety.

SECTION 4. The Executive Director shall certify to the adoption of this Resolution and shall enter this Resolution into the official book of resolutions. This Resolution is effective upon its adoption.

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

San Gabriel Valley Council of Governments

Cynthia Sternquist, President

Attachment A

Resolution No. 17-
Page 4 of 4

Attest:

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

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary

REPORT

DATE: December 4, 2017

TO: Executive Committee
City Managers' Steering Committee
Governing Board

FROM: Marisa Creter, Interim Executive Director

RE: **HOMELESS PLAN MOU**

RECOMMENDED ACTION

Recommend Governing Board authorize the Executive Director to finalize and execute memorandums of understanding (MOUs) with participating cities to develop city-level homelessness plans in accordance with funding from the County of Los Angeles.

BACKGROUND

On July 28, 2017, the Home for Good Funder's Collaborative released a Request for Proposals (RFP) for municipal jurisdictions within the Greater Los Angeles Continuum of Care that were interested in creating a homeless plan to locally address homelessness. Eligible cities who submitted grant proposals were conditionally awarded¹ grant funding based on their homeless numbers. Twenty-three proposals from the SGV were submitted and conditionally awarded funding, for a combined total of \$890,000. These funds will allow cities to develop homeless plans that will do the following:

- Identify specific local needs,
- Support homeless prevention strategies within their communities, and
- Identify local problem areas or issues as it pertains to homelessness.

All plans must be finalized by June 30, 2018.

PROPOSED JOINT PROCUREMENT EFFORT

In support of this effort, the SGVCOG hosted a pre-orientation meeting on October 14th. At this meeting, there was interest in undertaking a joint procurement effort, managed by the SGVCOG, to secure consultant(s) to assist with the development of the cities' plans. The approach is completely optional, and cities may develop their plans and hire a consultant independently if desired.

For cities interested in participating in a joint procurement, SGVCOG staff has developed a draft memorandum of understanding (MOU) that identifies roles, responsibilities, scope of work, and fee structure.

ROLES AND RESPONSIBILITIES

The draft MOU (Attachment A) identifies the following roles and responsibilities for the SGVCOG and each participating city:

¹ Contracts for these awards will be finalized when the County approves a city provided scope of work.

- **City:**
 - Participate in coordination calls and meetings;
 - Provide a point-of-contact;
 - Actively engage in the development of the Homeless Plan;
 - Review, provide comments on and approve deliverables;
 - Provide meeting space for events related to this project;
 - Pay all invoices submitted by the SGVCOG; and
 - Submit invoices and deliverables to the County.
- **SGVCOG:**
 - Undertake procurement and management of consultant(s);
 - Execute contract between the consultant for the development of the plan;
 - Receive, review and pay all consultant invoices.
 - Work with the consultant to ensure all grant deadlines are met and overall work schedule is adhered to;
 - Review draft deliverables prepared by the consultant for accuracy prior to submission to the city;
 - Work with the consultant to manage ongoing coordination of project calls and in person meetings; and
 - Submit invoices to city.

SCOPE OF WORK AND FEE STRUCTURE

To address the unique nature of each city’s needs, the SGVCOG developed two options related to the scope of work and fee structure, a base plan and supplemental plan. The base plan covers all county requirements, and specific regional interests. Key tasks in the base plan include the following:

- **Plan Development:** Develop a plan overview with city specific objectives, develop an implementation plan, and identify 3 or more specific goals such as, supporting actions to be taken and associated policy changes.
- **Funding Opportunities and Needs Assessment:** Conduct a gap analysis to inform local planning, and identify state, federal, local or private funds to support the plan.
- **Address “Fair Share” Metrics:** Facilitate communication between city staff and local groups/stakeholders to discuss “fair share” parameters and models to equitably connect a homeless individual to their city of origin.
- **Identify City Resources:** Identify city point person for all homeless inquiries, identify ways to strengthen a city’s connection to the Coordinated Entry System, and identify the potential for local development of shelters, affordable housing, or permanent supportive housing.
- **Provide Post Plan Support:** Develop a one-page summary for cities to utilize for subsequent grant applications, and provide educational materials, such as presentations, for cities councils and community groups/stakeholders.

The base plan fee structure will consist of \$25,000 consultant fee, plus a \$1,500 administration fee, for a total of \$26,500.

In addition to the base plan, the COG developed a list of supplemental tasks that can be added on to the basic scope of work to meet the unique needs of cities. A city may choose to add any number of add-on tasks, or none at all. Grant awards were based on the most recent homeless count data. The majority of cities in the San Gabriel Valley received \$30,000. Assuming a city did not need to use the grant funding to cover internal staffing costs, the proposed fee structure would allow a city to


select supplemental tasks that total up to \$3,500. The description of each task and the fee associated to add it is outlined in Attachment B.

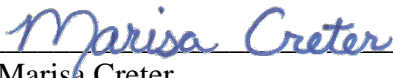
SCHEDULE

The draft project schedule showing key milestones is shown below in Table 1.

	Timeline	Date
Procurement and MOU Development	Due date for Proposals	December 6th, 2017
	City Letter Indicating Interest in MOU	December 6th, 2017
	Interviews with Qualified Vendors	December 12th, 2017
	SGVCOG Governing Board approval of MOU	December 14, 2017
	Governing Board Review for Approval/Contract Date	January 18th, 2018
Plan Development	Draft Plan completed and submitted to SGVCOG for Review	April 30, 2018
	Draft plan submitted to City with SGVCOG recommendations	May 15, 2018
	City submits to draft plan to County	May 30, 2018
	Final Plan submitted to SGVCOG and City	June 15, 2018
	City submits to final plan to County	June 30, 2018

Table 1.
Schedule of Key Milestones.

Prepared by: 
Christian Cruz
Management Analyst

Approved by: 
Marisa Creter
Interim Executive Director

ATTACHMENTS

- Attachment A – Homeless Plan MOU
- Attachment B – Task Add-on List

Attachment A

MEMORANDUM OF UNDERSTANDING

CITY HOMELESS PLAN (PLAN) MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF XX AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
(SGVCOG)

This Memorandum of Understanding (“MOU” or "Agreement") is made as of (date) by and between the City of XX (City) and the San Gabriel Valley Council of Governments (SGVCOG).

RECITALS:

- A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;
- B. The City of XX seeks to develop a homeless plan;
- C. The City Homeless Plan will Support homeless prevention strategies within local communities, and Identify local problem areas or issues as it pertains to homelessness;
- D. The City of XX and the SGVCOG have a shared desire to successfully develop a Homeless Plan to combat the growing homelessness issues in the San Gabriel Plan; and
- E. The City of XX and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOU.

NOW, THEREFORE, the Parties agree to the following:

I. GENERAL CONDITIONS:

- A. The Parties to this MOU are the City of XX and the SGVCOG.
- B. The term of this MOU shall commence upon execution of the MOU by all parties and shall continue through the date where all work under the Contract is complete or September 30, 2018, whichever comes first. The term of this MOU may be extended by mutual agreement of all Parties through written consent.
- C. The Parties agree to not seek any reimbursement from any of the other parties for communication related to this MOU performed by city or agency staff associated with this effort

II. RESPONSIBILTIES OF EACH OF THE PARTIES:

- A. SGVCOG
 - 1. Will undertake procurement and management of consultant(s) to help the City of XX to develop a City Homeless Plan.

2. Will execute a contract between the consultant for the development of the plan.
3. Will receive, review and pay all consultant invoices.
4. Will work with the consultant to ensure all grant deadlines are met and overall work schedule is adhered to.
5. Review draft deliverables prepared by the consultant for accuracy prior to submission to the City of XX
6. Will work with the consultant to manage ongoing coordination of project calls and in person meetings throughout the life of the project.
7. The SGVCOG will submit two invoices to the City of XX, a total of \$XX, as follows:
 - First invoice will be for 50% of the total to be paid to consultant and 5% of the total budgeted amount in the form of an administrative fee of \$XX.
 - Final invoice for the remaining amount will be submitted by June 30, 2017.

B. City

1. Participate in coordination calls and meetings with all parties throughout the life of the project.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the city a new point-of-contact must be designated within (5) business days.
3. Actively engage in the development of Plan including, responding to correspondence, i.e., to phone calls, emails and attending in-person meetings.
4. Review and provide comments to consultant on deliverables as outlined in the attached RFP. Approve within (5) business days any deliverables that can be approved by staff or (10) business days any items that need to be approved by general counsel or city manager.
5. Providing meeting space for events related to this MOU and other events related to the development of the City Homeless Plan at no cost.
6. Pay all invoices submitted by the SGVCOG within (30) days.
7. Submit invoices and deliverables to the County.

III. PROJECT MANAGEMENT:

- A. For purposes of this MOU, the SGVCOG designates the following individual as its Project Manager:

Jan Cicco
 SGVCOG Regional Homelessness Coordinator
 1000 S. Fremont Ave, Unite 42
 Bldg A10-N, Suite 10210
 Alhambra, CA 91803
 626.457.1800
 jcicco@sgvcog.org

The SGVCOG reserves the right to change this designation upon written notice to the City of XX.

- B. For purposes of this MOU, the City of XX designates the following individual as its Project Manager:

Name
Title
Address
Phone
email

C. Additional parties' contacts include the following individuals:

Marisa Creter
Interim Executive Director
San Gabriel Valley Council of Governments
mcreter@sgvcog.org

IV. DEFAULT:

- A. Default under this MOU is defined as any one or more of the following:
(i) The SGVCOG or the City of XX fail to comply with the terms and conditions contained in this MOU; (ii) The SGVCOG or the City of XX fails to perform satisfactorily or to make sufficient progress toward completion, or make a material change to the communication related to the MOU or budget without the SGVCOG's prior written consent or approval; or (iii) The SGVCOG or the City of XX is in default of any other applicable requirements.

V. REMEDIES:

- A. In the event of a Default by the SGVCOG or the City of XX a written notice of such Default will be provided and the SGVCOG or the City of XX shall provide a plan with a 30-day period to cure the Default. In the event that the SGVCOG or the City of XX fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the affected party, the affected party may terminate this MOU.
- B. Effective upon receipt of written notice of termination the SGVCOG or the City XX of shall not undertake any new work or obligation with respect to this Agreement unless so approved in writing.

Subject to the SGVCOG agreement to provide prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. The SGVCOG shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law.

VI. TERMINATION:

- A. This MOU may be terminated by any party to the MOU at any time and for any reason. Termination will occur 30 days after written notice is issued by any party of intent to terminate the MOU. Such written notice shall be provided to all parties of this Agreement.

- B. This MOU may be terminated if exchange of services and levels of effort of parties does not meet parameters as outlined in this MOU.
- C. Should the City of XX terminate this MOU prior to the conclusion of the Plan the SGVCOG shall invoice the city for any costs that exceed the amount initially included in the initial invoice. Total billable cost shall not exceed the total project budget.

VII. INSURANCE AND INDEMNITY:

- A. Neither the SGVCOG nor any of the Parties nor their respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG or the City of XX or their respective officers or employees under or in connection with the communicated related to this MOU performed by, and/or service provided by SGVCOG or the Cities and their respective officers, agents, employees and subcontractors under this Agreement. The SGVCOG and the City of XX and their respective officers or employees shall each fully indemnify, defend and hold the SGVCOG, its subsidiaries and their respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach of the SGVCOG or the Cities, or their respective officers or employees' obligations under this MOU; or (ii) their own acts or omissions, of the SGVCOG or those of their officers, agents, employees, contractors or sub-contractors in the performance of the communication related to MOU or the provision of the services, unless caused solely by the negligence or willful misconduct of the SGVCOG.
- B. The City of XX shall indemnify, defend and hold the SGVCOG, and their respective subsidiaries, officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach of the SGVCOG's obligations under this MOU; or (ii) SGVCOG's own acts or omissions or those of its respective officers, agents, employees, contractors or sub-contractors in the performance of the communication related to MOU or the provision of the services, unless caused solely by the negligence or willful misconduct of SGVCOG or the City of XX .

VIII. OTHER TERMS AND CONDITIONS:

- A. The City of XX in the performance of the communication related to MOU are not contractors nor agents or employees of the SGVCOG and attests to no organizational or personal conflicts of interest and agree to notify the SGVCOG immediately in the event that a conflict, or the appearance thereof, arises. The City of XX shall not represent themselves as agents or employees of the SGVCOG and shall have no powers to bind the SGVCOG in contract or otherwise.
- B. This MOU, along with the applicable requirements of the SGVCOG, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.
- C. In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of the SGVCOG to protect or establish any rights or remedies hereunder, each party bear its own costs and expenses, including attorneys' fees.
- D. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.
- E. Neither party shall assign this MOU, or any part thereof, without the prior written consent and prior approval of the other party, nor any assignment without consent shall be void and unenforceable.
- F. This Agreement shall be governed by California law and any applicable federal law.
- G. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- H. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

This MOU constitutes the entire agreement between the parties with respect to the subject matter of this MOU and supersedes all prior and contemporaneous agreements and understandings.

For the City of XX

Signed: _____

Date: _____

For the San Gabriel Valley Council of Governments

Signed: _____

Date: _____

Attachment B

DESCRIPTION	AMOUNT
1. Create a plan logic model	\$100
2. Develop a process for responding to homeless inquiries and making appropriate referrals	\$150
3. Identify Homeless Prevention strategies	\$200
4. Conduct a SWOT analysis	\$250
5. Provide staff and community homelessness education as identified by the city	\$300
6. Assist city in identifying promising innovations and best practices that may apply to their plans	\$500
7. Develop a plan to expand rapid rehousing	\$500
8. Identify training opportunities. Provide one training session.	\$500
9. Employment strategies for homeless and those at-risk	\$750
10. Create measurement tools specific to population and plan	\$750
11. Evaluate and draft recommended policies addressing homelessness	\$750
12. Conduct a Community Engagement, Education and Support-Building Meeting	\$1,000
13. Develop Safe and Health Libraries strategies	\$1,000
14. Evaluate General Plan within homeless context	\$1,000
15. Evaluate zoning and Value Capture strategies	\$1,000
16. Develop homelessness toolkits for businesses and residents	\$1,000
17. Evaluate legislative activity and funding opportunities	\$1,000
18. Document and provide 1 training on how to increase supportive services including mental health and substance misuse; build trust and increase participation in services	\$1,250
19. Create a comprehensive funding plan specific to cities homeless strategies	\$1,500
20. Develop Safe and Health Parks, Trails, Riverbeds strategies	\$2,500
21. Develop Transit Corridors strategies	\$2,500
22. Conduct survey of city's homeless populations, create report, inform plan	\$2,500
23. Conduct a cost analysis of the impact of homelessness on core city services including police, public works, ambulance, jails and hospitals. Identify strategies to alleviate these costs	\$2,500

REPORT

DATE: December 4, 2017
TO: Executive Committee
FROM: Marisa Creter, Interim Executive Director
RE: **GOVERNING BOARD STIPENDS**

RECOMMENDED ACTION

For information only.

BACKGROUND

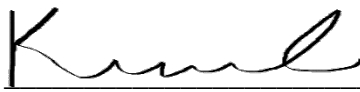
In 2002, the SGVCOG adopted Resolution 02-14 that implemented a \$50 stipend for attendance at regular, special or emergency meetings for Governing Board Representatives and Alternate Governing Board Representatives (see Attachment A). Since this stipend has been implemented, there has been no change to the amount. In order to encourage participation, a request was received to change this stipend amount to \$75.

BUDGET IMPACT

The FY 2017-18 adopted budget currently anticipates expenses of \$11,000 for Governing Board stipends. Under the terms of the proposed stipend adjustment, the SGVCOG's net expenses would vary based on number of meetings and attendance, with an additional anticipated cost range of \$5,500-\$10,500. Table 1 provides a summary of the proposed stipend expenses.

	Attendance	# of Meetings	\$50 Stipend	\$75 Stipend	Net Cost
Average	22	10	\$11,000	\$16,500	\$5,500
Max	35	12	\$21,000	\$31,500	\$10,500

Table 1.
Summary of Proposed Stipend Adjustment Costs

Prepared by: 
Katie Ward
Senior Management Analyst

Approved by: 
Marisa Creter
Interim Executive Director

ATTACHMENTS

Attachment A – Resolution 02-14

Attachment A

RESOLUTION NO. 02-14

A RESOLUTION OF THE GOVERNING BOARD OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS PROVIDING FOR PAYMENT OF STIPENDS TO GOVERNING BOARD REPRESENTATIVES AND ALTERNATE GOVERNING BOARD REPRESENTATIVES FOR ATTENDANCE AT GOVERNING BOARD MEETINGS.

WHEREAS, the San Gabriel Valley Council of Governments (the “SGVCOG”) holds regular meetings to evaluate matters of importance to the SGVCOG and the San Gabriel Valley; and

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

WHEREAS, in accordance with Section 5 of the Second Amended and Restated Joint Exercise of Powers Agreement of the SGVCOG, dated November 21, 2000, each Governing Board Representative and Alternate Governing Board Representative must be a member of the legislative body of a city that is a Member of the SGVCOG; and

WHEREAS, the duties and responsibilities of the Governing Board Representatives and Alternate Governing Board Representatives with respect to the SGVCOG are separate and distinct from the duties and responsibilities that each undertakes for their respective cities; and

WHEREAS, the SGVCOG wishes to pay stipends to the Governing Board Representatives and Alternate Governing Board Representatives for certain of the duties and responsibilities they undertake on behalf of the SGVCOG;

NOW, THEREFORE, be it resolved by the Governing Board of the SGVCOG as follows:

SECTION 1. Either the Governing Board Representative or the Alternate Governing Board Representative of a Member shall be entitled to a stipend of Fifty Dollars (\$50) for each regular, special or emergency meeting of the SGVCOG that either the Governing Board Representative or the Alternate Governing Board Representative attends as the sole representative of their respective city, up to a maximum combined total of Five Hundred Dollars (\$500) in stipends for both the Governing Board Representative and the Alternate Governing Board Representative of a single Member per fiscal year of the SGVCOG.

SECTION 2. Payment of the stipends described in Section 1 shall commence with the first meeting of the Governing Board that occurs after a city council election in a city that is a Member of the SGVCOG.

SECTION 3. The Chief Executive Officer of the SGVCOG shall develop the necessary procedures to determine the attendance of Governing Board Representatives and Alternate

Attachment A

Governing Board Representatives, to make payments in accordance with Section 1, above, and to properly account for and record all payments made.

PASSED, APPROVED AND ADOPTED this 19th day of September 2002.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

by _____
D. Barton Doyle, Vice President

Attest:

Nicholas T. Conway, Secretary



AGENDA AND NOTICE OF THE REGULAR MEETING OF THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS GOVERNING BOARD
DECEMBER 14, 2017 - 5:00 P.M.
West Covina City Hall
1444 W Garvey Ave S, West Covina, CA 91790

SGVCOG Officers

President
Cynthia Sternquist

1st Vice President
Margaret Clark

2nd Vice President
Joe Lyons

3rd Vice President
Becky Shevlin

Members

Alhambra
Arcadia
Azusa
Baldwin Park
Bradbury
Claremont
Covina
Diamond Bar
Duarte
El Monte
Glendora
Industry
Irwindale
La Cañada Flintridge
La Puente
La Verne
Monrovia
Montebello
Monterey Park
Pasadena
Pomona
Rosemead
San Dimas
San Gabriel
San Marino
Sierra Madre
South El Monte
South Pasadena
Temple City
Walnut
West Covina

First District, LA County
Unincorporated Communities

Fourth District, LA County
Unincorporated Communities

Fifth District, LA County
Unincorporated Communities

SGV Water Districts

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

MEETINGS: *Regular Meetings of the Governing Board are held on the third Thursday of each month at 6:00 PM at the Upper San Gabriel Valley Municipal Water District Office (602 E. Huntington Drive, Suite B, Monrovia, California 91016).* The Governing Board agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, www.sgvco.org. Copies are available via email upon request (sgv@sgvco.org). Documents distributed to a majority of the Board after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

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

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

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

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

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



PRELIMINARY BUSINESS

5 MINUTES

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

LIAISON REPORTS

10 MINUTES

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

CLOSED SESSION

10 MINUTES

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

CONSENT CALENDAR

5 MINUTES

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

13. Governing Board Meeting Minutes
Recommended Action: Adopt Governing Board minutes.
14. Monthly Cash Disbursements/Balances/Transfers
Recommended Action: Approve Monthly Cash Disbursements/Balances/Transfers.
15. ACE Minutes
Recommended Action: Receive and file.
16. ACE Monthly Report
Recommended Action: Receive and file.
17. Committee Attendance
Recommended Action: Receive and file.
18. 9th Amendment to the SGVCOG Bylaws
Recommended Action: Adopt Resolution 17-36 to amend the SGVCOG bylaws.
19. Metro Measure M Subregional Program Funds
Recommended Action: Adopt Resolution 17-37 to amend programming of the initial five-year Measure M Subregional funds and direct staff to initiate the project selection process to create a full five-year project specific plan.
20. County of Los Angeles' Legislative Proposal to Expand Definition of Grave Disability
Recommended Action: Adopt Resolution 17-38 to support the Los Angeles County Board of Supervisors' legislative proposal to expand the state law definition of "grave disability."

ACTION ITEMS

20 MINUTES

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

21. Draft Memorandum of Understanding (MOU) with SGV Cities for Homelessness Planning
Recommended Action: Authorize Executive Director to finalize and execute MOUs with participating cities related to County homelessness plan development.
22. Amendment to Salary Resolution
Recommended Action: Adopt Resolution 17-39 updating the salary and classification system to add all existing ACE positions.

PRESIDENT'S REPORT

5 MINUTES

EXECUTIVE DIRECTOR'S REPORT

5 MINUTES

23. Update on SGVCOG/ ACE Integration
Recommended Action: For information only.

GENERAL COUNSEL'S REPORT

5 MINUTES

COMMITTEE REPORTS

10 MINUTES

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

PROJECT REPORTS

5 MINUTES

28. The ACE Project
29. Regional Homeless Planning Efforts
30. San Gabriel Valley Energy Wise Partnership

BOARD MEMBER ITEMS

ANNOUNCEMENTS

ADJOURN