

**SAN FERNANDO VALLEY
COUNCIL OF GOVERNMENTS**

A Joint Powers Authority

**BOARD OF DIRECTORS
MEETING AGENDA**

Thursday, November 8, 2012 – 10:00 a.m.

Valley Municipal Building, Council Chambers
14410 Sylvan Street, 2nd Floor
Van Nuys, California 91401

BOARD OF DIRECTORS

MEMBERS

Chair: Councilmember Ara Najarian, City of Glendale
Vice-Chair: Councilmember Dennis Zine, 3rd District, City of Los Angeles

Supervisor Zev Yaroslavsky, 3rd Supervisorial District, County of Los Angeles
Supervisor Mike Antonovich, 5th Supervisorial District, County of Los Angeles
Councilmember Jess Talamantes, City of Burbank
Councilmember Paul Krekorian, 2nd District, City of Los Angeles
Councilmember Tom LaBonge, 4th District, City of Los Angeles
Councilmember Paul Koretz, 5th District, City of Los Angeles
Councilmember Tony Cárdenas, 6th District, City of Los Angeles
Councilmember Richard Alarcón, 7th District, City of Los Angeles
Councilmember Mitchell Englander, 12th District, City of Los Angeles
Councilmember Sylvia Ballin, City of San Fernando
Councilmember Marsha McLean, City of Santa Clarita

STAFF

SFVCOG Treasurer: Mark J. Saladino, Treasurer, County of Los Angeles
SFVCOG Secretary: Robert L. Scott
Robert L. Scott, Executive Director, San Fernando Valley COG
Jill Jones, Deputy County Counsel, County of Los Angeles
Arletta Maria Brimsey, Deputy City Attorney, City of Los Angeles

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The entire agenda package and any meeting related writings or documents provided to a majority of the Board of Directors after distribution of the agenda package, unless exempt from disclosure pursuant to California Law, are also available. Email at info@sfvcog.org or phone at 818-712-9500 for accommodation.

CALL TO ORDER — San Fernando Valley Council of Governments (SFVCOG)

1. CALL TO ORDER — Ara Najarian, Chair
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS

At this time members of the public can address the San Fernando Valley Council of Governments Board of Directors (Board) regarding any items within the subject matter jurisdiction of the agency that are not separately listed on this agenda, subject to time restrictions, by filling out a Public Comment Card and submitting that card to the Secretary. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Board in writing and only pertinent points presented orally.

CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Board, any public comments on any of the Consent Calendar items will be heard. There will be no separate action unless members of the Board request specific items to be removed from the Consent Calendar.

5. MINUTES – Review September 13, 2012 Board of Directors Minutes.

Requested Action: Approve Minutes

REGULAR CALENDAR

The Board of Directors may take action on the following items

6. CHAIR'S REPORT

Updates, remarks and recommendations from the Chair of the Board

7. MEMBER HIGHLIGHTS—Member Reports on City and District Issues concerning the Council of Governments Region

Requested Action: Receive and file

8. DELEGATES — Reports and Opportunities

- a. League of Cities, Los Angeles - Board of Directors
- b. Metro Technical Advisory Committee
- c. Metro Technical Advisory Committee Alternate
- d. Metro Streets & Freeways Subcommittee Member
- e. SCAG Transportation Committee
- f. SCAG Energy & Environment Committee
- g. SCAG Community, Economic & Human Development Committee

9. EXECUTIVE DIRECTOR'S REPORT

Report from the Executive Director regarding activities, developments and correspondence

Requested Action: Discuss, agendaize or receive and file.

- a. OUTCOMES: VALLEY MOBILITY SUMMIT October 22, 2012 - Hyatt Regency Valencia

Requested Action: Review outcomes and recommend early strategies to expand and improve the event in 2013.

- b. CAPACITY BUILDING: PHILANTHROPY SUMMIT November 14, 2012 — SAN FERNANDO VALLEY COMMUNITY FOUNDATION - SPA-2 — Event to cultivate increased philanthropic awareness of the region and an increase in per capita share of resources. Date Change.

Requested Action: Continued support, participation and promotion by SFV COG members.

- c. HIGHER EDUCATION COALITION — Scheduled Symposium on Higher Education — TBD

Requested Action: Continued support, participation and promotion by SFV COG members.

- d. PORTFOLIO PATRONS - Opportunities for private sector partnerships in SFV COG portfolios, such as education, transportation, planning, energy, environment, economic and community development, regional stewardship, infrastructure, utilities, housing, etc.—sponsoring efforts for outreach, collaboration and programming in support of the SFV COG Work Program

- e. Requested Action: Receive and File

10. TRANSPORTATION COMMITTEE REPORT - Jess Talamantes

- a. [Tabled] Transfer of management authority of the Pacific Surfliner intercity passenger rail service from Caltrans to the LOSSAN JPA. SB 1225

Requested Action: Support the concept of transferring management authority of the Pacific Surfliner intercity passenger rail service from Caltrans to the LOSSAN JPA, as well as requesting that the Governor of California sign SB 1225

- b. Metro 2013 Call for Projects [Continued], projects of regional significance for SFV COG jurisdictions

Host Call for Projects Workshop November 5, 2012 at COG Offices

Requested Action: Request members to assist in developing a composite list of recommended/requested projects for adoption by the Board of Directors — Include commentary from Valley Mobility Summit

- c. Orange Line BRT [Continued], disposition of Measure R surplus

Requested Action: Update/discussion/action

11. METRO ROUND 3, "TRANSIT ORIENTED DISTRICT" PLANNING GRANT

Proposal Submitted — Support from member jurisdictions discussion/action

Requested Action: Update on grant application/response to RFP for planning grant managed through the SFC COG and affiliates

Authorize Executive Director to contract with Bench Consultants; with concurrence of the Chair on contracts that exceed a specified amount

12. VALLEY MOBILITY MATRIX - Graphic and Narrative Template to improve "Geographic Equity" for the region— a Unified Transit and Transportation Vision for the region

Requested Action: Members and staff to collaborate through the SFV COG and build consensus on transit and transportation aspirations for the region, work in conjunction with SCAG, Metro, service providers, vendors and civic organizations

13. "MEASURE J" EXTENSION of MEASURE R — The Valley Perspective

Requested Action: Discuss, consider Position Paper addressing the issue from the perspective of the San Fernando and Santa Clarita Valley region

14. CONTRACTING AND PROCUREMENT POLICY—Establishing standards for contracting and procurement.

Requested Action: Establishing standards for contracting and procurement that insures integrity in the process, and optimizes the results for the San Fernando Valley Council of Governments in contracting, subcontracting, managing and administering grants and other programs.

15. MANAGEMENT SERVICES AGREEMENT — Contract amendment to replace supplemental funding for the executive director position that is no longer being received from the Valley Economic Alliance effective May 31, 2012. Increase the annual Management Services Agreement from \$48,000 to \$75,000 effective June 30, 2012.

Requested Action: Approve amendment of Management Services Agreement and authorize the treasurer to disburse routine monthly payments pursuant to the terms of the amended agreement, unless and until further notice is received from the chair or the Board of Directors

16. DUES AND DUES ASSESSMENT - (Continued from July 12, 2012) Amend the Joint Powers Agreement of the SFV COG to delegate power to the COG board of directors to make future dues determinations; In order to make the SFV COG self sufficient, and to provide additional resources for administration and programming; adjust the dues from larger members to levels more consistent with those provided to other councils of governments in the region.

Requested Action: Instruct the Executive Director to develop and circulate a proposed amendment to the Joint Powers Agreement of the SFV COG to delegate power to the Board of Directors to make future dues determinations; develop and circulate a revised dues structure that would adjust the dues-based contribution from larger members of the SFV COG to levels more consistent with those provided to other councils of governments in the region; propose a revised budget

17. VOTING MAJORITY - (Continued from July 12, 2012) Initiate a process to amend the Joint Powers Agreement of the SFV COG to change the voting requirements for actions to something less than unanimity

Requested Action: Instruct the Executive Director to develop and circulate a proposed amendment to the Joint Powers Agreement to change the voting requirements for actions and resolutions to a simple majority

CLOSING

18. ITEMS FOR FUTURE AGENDAS

Members are invited to suggest additional items to be brought forward for discussion at future SFVCOG Board of Directors meetings. Collaborative Initiatives for Discussion

19. GENERAL ANNOUNCEMENTS

Members are invited to announce items/activities which may be of general interest to the SFVCOG Board of Directors.

ADJOURNMENT

**SAN FERNANDO VALLEY
COUNCIL OF GOVERNMENTS**

A Joint Powers Authority

**MINUTES OF THE
BOARD OF DIRECTORS
MEETING**

Thursday, September 13, 2012 – 10:00 a.m.
Valley Municipal Building, Council Chambers
14410 Sylvan Street, 2nd Floor
Van Nuys, California 91401

1. CALL TO ORDER — Ara Najarian, Chair

The meeting was called to order by Chair Najarian at 10:18 a.m.

2. ROLL CALL

Quorum established (10 members): Chair, Councilmember Najarian, Vice Chair, Councilmember Zine, Ben Saltsman for Supervisor Yaroslavsky, Jarrod DeGonia for Supervisor Antonovich, Councilmember Jess Talamantes, Carolyn Ramsey for Councilmember Tom LaBonge, Jeffrey Ebenstein for Councilmember Paul Koretz, Councilmember Mitchell Englander, Councilmember Sylvia Ballin, and Emily Williams for Councilmember Tony Cardenas. Adrin Nazarian for Councilmember Paul Krekorian and Councilmember Marsha McLean joined the meeting after roll call (12 members).

Absent: Richard Alarcón

3. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Councilmember Sylvia Ballin

4. PUBLIC COMMENTS

Leeor Alpern, South Coast AQMD, reported that the AQMD conducted a press release in which they announced that the Salton Sea was identified as the cause of the sulfur odor earlier in the week. He commended city offices on their prompt responses to the public on this matter. Mr. Alpern also invited everyone to attend the Hydraulic Fracturing in the South Coast Air Basin Technology Symposium, September 18, 2012.

CONSENT CALENDAR

5. MINUTES – Review July 12, 2012 Board of Directors Minutes.

Requested Action: Approve Minutes

On motion of Chair Najarian, and by common consent, there being no objection, this item was approved.

REGULAR CALENDAR

6. ANNUAL ELECTIONS —Vice Chair of the San Fernando Valley Council of Governments

Requested Action: Elect a Vice Chair to serve FY 2012-2013

On motion of Councilmember Talamantes, seconded by Councilmember Ballin, and unanimously carried, Board Member Zine was re-elected as Vice Chair of the San Fernando Valley Council of Governments (SFVCOG) for Fiscal Year 2012-2013.

7. CHAIR'S REPORT

Chair Najarian reported a bi-monthly meeting schedule is now in effect to keep business moving forward and the Steering Committee meeting is an excellent way to put relevant items on the agenda.

8. DELEGATES — Reports and Opportunities

a. League of Cities, Los Angeles - Board of Directors - Report

b. Metro Technical Advisory Committee - Report

c. Metro Technical Advisory Committee Alternate - Nomination

d. Metro Streets & Freeways Subcommittee Member - Report

e. SCAG Transportation Committee - Report

f. SCAG Energy & Environment Committee - Report

g. SCAG Community, Economic & Human Development Committee - Report

Robert Scott, Executive Director, reported that at the request of the City of Santa Clarita, Debbie O'Leary was recommended as an appointee to the Metro Streets & Freeways Subcommittee. After discussion, Chair Najarian asked Mr. Scott to send a memo to the affected cities to determine if there is any interest in the available appointments.

9. EXECUTIVE DIRECTOR'S REPORT

Report from the Executive Director regarding activities, developments and correspondence

Requested Action: Discuss, agendize or receive and file.

a. VALLEY MOBILITY SUMMIT October 22, 2012 - Hyatt Regency Valencia

Requested Action: Continued support, participation and promotion by SFV COG members.

Robert Scott, Executive Director, announced that the Valley Mobility Summit will take place at the Hyatt Regency in Valencia. Board Member LaBonge pledged sponsorship in the amount of \$2,500. This event is an effort to increase the budget from \$60,000 to \$100,000 and this year's event has already exceeded expectations with sponsorships like Wells Fargo, Edison, Newhall and many others. Mr. Scott confirmed that SCAG (Southern California Association of Governments) and MTA (Metropolitan Transportation Authority) have agreed to help with programming and funding. Board Member Zine pledged \$2,000 towards the sponsorship of the event.

b. SAN FERNANDO VALLEY COMMUNITY FOUNDATION - SPA-2 CAPACITY BUILDING: PHILANTHROPY SUMMIT — Event to cultivate increased philanthropic awareness of the region and an increase in per capita share of resources. Date Change.

Requested Action: Continued support, participation and promotion by SFVCOG members. Approve project budget expenditures up to the amount of revenues received, including reimbursement of expenses advanced

Robert Scott, Executive Director, reported the funder's summit will take place on ~~September~~ November 14, 2012 at the Valley Presbyterian Hospital, Fleming Center for Health Education. Mr. Scott is coordinating this SFV COG-hosted event and hopes to get exposure and a better understanding to ensure philanthropic resources are harvested from, and invested back into the COG SPA-2 region.

c. HIGHER EDUCATION COALITION — Scheduled Symposium on Higher Education in Fall 2012

Requested Action: Continued support, participation and promotion by SFV COG members.

Robert Scott, Executive Director, reported that the SFV COG's Higher Education Coalition—that includes presidents of Community Colleges and California State University, Northridge (CSUN)—continues to meet to develop strategies. A Symposium has been scheduled in, possibly in fall 2012, to pick up the pieces of prior efforts and build regional workforce capacity. This would include special focus on intellectual property other leading categories. The COG can take a role in relieving the stress on colleges and assist in offering solutions.

d. SCAG RTP/SCS BENEFITS AND FACT SHEET FOR THE SAN FERNANDO VALLEY COG AND SUBREGION - Summary of Projects

Requested Action: Distribute, receive and file

Robert Scott, Executive Director, reported a fact sheet has been prepared by SCAG that contains useful information relative to the SFV COG region. It relates primarily to the benefits of the 2012 SCAG RTP/SCS. The flyer is attached to the minutes and will also be made available on the website.

10. TRANSPORTATION COMMITTEE REPORT - Jess Talamantes

a. Transfer of management authority of the Pacific Surfliner intercity passenger rail service from Caltrans to the LOSSAN JPA. SB 1225

Requested Action: Support the concept of transferring management authority of the Pacific Surfliner intercity passenger rail service from Caltrans to the LOSSAN JPA, as well as requesting that the Governor of California sign SB 1225.

Board Member Mitchell Englander indicated that SB1225 has been approved and there is no need for the SFVCOG to take a position on this matter.

On motion of Board Member Englander, and by common consent, there being no objection, this item was received and filed.

b. Metro 2013 Call for Projects, projects of regional significance for SFVCOG jurisdictions

Requested Action: Request members to assist in developing an initial composite list of recommended/requested projects for adoption by the Board of Directors

Robert Scott, Executive Director, reported the Metro Call for Projects will be available by October 10, 2012.

Chair Najarian explained the Call for Projects process and expressed the importance of coordinating for a greater unified vision and ensuring that transportation Directors collaborate for a greater chance of obtaining approval for their projects.

c. Orange Line BRT, disposition of Measure R surplus

Requested Action: Update/discussion/action

Board Member Englander expressed interest in a shuttle system to CSUN and local businesses within a two mile radius.

Kimberleigh Richards, Chair of the Metro San Fernando Valley Service Council, addressed the SFV COG and cautioned not to extend the Orange Line to the east. Ms. Richards suggested a shuttle service with shorter running time would better serve residents and asked that all factors be considered.

11.METRO ROUND 3, "TRANSIT ORIENTED DISTRICT" PLANNING GRANT - "BENCH CONSULTANTS"

Requested Action: Update on grant application/response to RFP for planning grant managed through the SFC COG and affiliates. Create and approve addition of Cordoba Corporation to the SFV COG "Bench Consultants" list — Authorize Executive Director to contract with Bench Consultants; with concurrence of the Chair on contracts that exceed a specified amount

Robert Scott, Executive Director presented this item. Per the direction of the board of directors, a proposal has been submitted to Metro for the Round 3 TOD Program.

Mr. Scott suggested the SFV COG begin developing a contracting and procurement policy in order to accommodate pending and future grant programs and activities. He further suggested that the board initiate a "Bench" of "Consultants" and begin building a team of qualified subcontractors.

Mr. Scott informed the board that Cordoba Corporation agreed to assist the SFV COG on pro bono basis in the development of the concept and scope of the Metro TOD 3 proposal. For clarification, they provided the COG with a signed disclaimer indicating they understand that while their assistance is appreciated, there would nonetheless have to be a full and fair process for the selection of consultant(s). Mr. Scott further added that while other consultants were aware of the project opportunity, and several

had been in contact with the COG over time, Cordoba had taken the initiative to research the proposal in advance, to engage the jurisdictions and had formulated some concepts for an actual implementable project. This was significant, given the shortness of time for making a proposal. Mr. Scott suggested the board consider Cordoba for inclusion as one of the "Bench Consultants."

Maria Mehranian, Managing Partner of Cordoba Corporation addressed the board. She indicated that Cordoba has an extensive amount of experience in Public Transit Planning and has worked with various agencies in preparing proposals.

Board Member Englander addressed legal concerns that the COG adopt and follow an RFP process. He reminded Cordoba Corporation that their work is pro bono—there is no assurance that they will receive the contract. Byron Shibata, County Counsel, will research the concerns addressed and also conflict of interest issues and report back at the next meeting.

On motion by Chair Najarian, and by common consent, there being no objection, this item was continued to the next meeting.

12. VALLEY MOBILITY MATRIX - Graphic and Narrative Template - a Unified Transit and Transportation Vision for the region

Requested Action: Members and staff to collaborate through the SFV COG and build consensus on transit and transportation aspirations for the region, work in conjunction with SCAG, Metro, service providers, vendors and civic organizations

Robert Scott, Executive Director, reported a meeting will be setup with transportation leaders. Board Member Talamantes asked that members speak with their transportation contacts and appoint individuals who are in a position to make decisions and not have to defer to a higher authority before moving forward.

Kimberleigh Richards addressed the SFVCOG and indicated that the service counsel is proactive and will present a joint resolution to cut commuter time that can improve by way of an express line.

13. "MEASURE R" EXTENSION — The Valley Perspective

Requested Action: Discuss, consider Position Paper addressing the issue from the perspective of the San Fernando and Santa Clarita Valley region

Robert Scott, Executive Director, asked the Board whether or not it wants to take a position on this item. Chair Najarian indicated there was a good turnout for the Measure R forum at Woodbury, and there was rigorous vetting. He opined there is almost no chance of a unanimous decision being made given the positions of board members on the issue.

On motion of Chair Najarian, and by common consent, there being no objection, this item was taken off calendar.

Jack Lindblad, ESFV Transit Coalition, Architect, announced that a coalition was formed among neighbors and councils to ensure that the north valley acquire a fair portion for transportation services.

14. MANAGEMENT SERVICES AGREEMENT — Approve form of contract pursuant to action of July 12, 2012, authorize payments

Requested Action: Approve Management Services Agreement per action of July 12, 2012, authorize treasurer to make routine monthly payments pursuant to the terms of the agreement, until further notice from the chair

At the request of Robert Scott, Executive Director, this item was continued to the next meeting. After the Mobility Summit, an accurate report of the SFVCOG financial status will be available as well as further information on other COGs.

15. DUES AND DUES ASSESSMENT - (Continued from July 12, 2012) Amend the Joint Powers Agreement of the SFV COG to delegate power to the COG board of directors to make future dues determinations; In order to make the SFV COG self-sufficient, and to provide additional resources for administration and programming; adjust the dues from larger members to levels more consistent with those provided to other councils of governments in the region.

Requested Action: Instruct the Executive Director to develop and circulate a proposed amendment to the Joint Powers Agreement of the SFV COG to delegate power to the Board of Directors to make future dues determinations; develop and circulate a revised dues structure that would adjust the dues-based contribution from larger members of the SFV COG to levels more consistent with those provided to other councils of governments in the region; propose a revised budget

Robert Scott, Executive Director requested this item be continued to the next meeting when a unanimous vote will be available. Vice Chair Zine suggested County Supervisors attend the next meeting to vote on this matter. Jarrod DeGonia reassured Vice Chair Zine that his comments come straight from Supervisor Antonovich. Board member Talamantes requested a matrix and comparisons of other COGs.

By common consent, there being no objection, this item was continued to the next meeting.

16. VOTING MAJORITY - (Continued from July 12, 2012) Initiate a process to amend the Joint Powers Agreement of the SFV COG to change the voting requirements for actions to something less than unanimity San Fernando Valley 5 Board of Directors Meeting Council of Governments Agenda - Thursday September 13, 2012

Requested Action: Instruct the Executive Director to develop and circulate a proposed amendment to the Joint Powers Agreement to change the voting requirements for actions and resolutions to a simple majority

Robert Scott, Executive Director, indicated that this item is tied in somewhat to the discussion on item 15. He stated that it would be beneficial for the Board to go from a unanimous vote to a majority vote, so that a single board member cannot veto the consensus of the entire organization. Chair Najarian expressed the importance of each vote despite non-unanimous votes. Members of the Board explained that the purpose of their unanimous vote was to act as a whole.

By common consent, there being no objection, this item was continued to the next meeting.

CLOSING

17. ITEMS FOR FUTURE AGENDAS

Members are invited to suggest additional items to be brought forward for discussion at future SFVCOG Board of Directors meetings. Collaborative Initiatives for Discussion

Robert Scott, Executive Director asked if everyone was in agreement, he would add an item on the agenda where Commissioners can present new ideas and make announcements. There being no objection, he advised that an item will be included on the next agenda.

18. GENERAL ANNOUNCEMENTS

Members are invited to announce items/activities which may be of general interest to the SFVCOG Board of Directors.

No announcements were made.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 11:58 a.m.

**SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY
STATEMENT OF RECEIPTS AND DISBURSEMENTS
JULY 1, 2012 THROUGH SEPTEMBER 30, 2012**

Fund V54/Org 55665

Cash Balance, July 1, 2012		\$	47,272.81
Receipts:			
Interest Earnings	7/1/2012	\$	25.45
Interest Earnings	8/1/2012		21.52
Interest Earnings	9/1/2012		17.27
DP AC 13000003630 - City of Los Angeles	9/19/2012		390.00
Total Beginning Cash Balance and Receipts			\$ 47,272.05
Disbursements:			
AD AU A1300009739 - Mitchell D. Morrison DBA Commversity	7/1/2012	\$	500.00
AD AU A1300379610 - The Valley Economic Alliance- Inv: COG121301	8/22/2012		6,250.00
AD AU A1300410563 - The Valley Economic Alliance	8/26/2012		3,010.95
AD AU A1300506859 - The Valley Economic Alliance- Inv: COG121302	9/19/2012		6,250.00
Total Disbursements			\$ 16,010.95
Cash Balance, September 30, 2012			\$ 31,716.10

Annual Dues Outstanding - FY2011-2012

	<u>Bill Date</u>	<u>Dues</u>
City of Burbank	08/10/11	\$10,000.00

Prepared by
Los Angeles County
Department of Auditor-Controller
Accounting Division
RRR 11/5/12

VALLEY MOBILITY SUMMIT 2012 - October 22, 2012 - Hyatt Regency, Valencia, CA
 Revenue and Expense

Sponsors/Registration		Amount	Paid
EventBrite	Online Registrations	4,302	4,302
Auto Club	Table Sponsor	1,000	1,000
AECOM	Breakout Sponsor	3,500	
Alliance	Table Sponsor	600	
Antonovich, Michael	Special Sponsor	600	
AQMD			
AVS Consulting	Table Sponsor	750	750
Bob Hope	Joint Breakout with OLDA	1,500	
Burbank	Member		
Business Life	In-Kind		
CH2MHill	Table Sponsor	1,000	
Clarke, Virginia	Registration	65	65
Cordoba	Table Sponsor	1,000	
Edison	Session Sponsor	5,000	Grant Proc
El Proyecto Del Barrio	Registration	65	65
Ferrovial	Session Luncheon Sponsor	5,000	5,000
Gas Co	Table Sponsor	1,000	
Golden State Gateway	Table Sponsor	500	500
Glendale	Member		
Green Team	Affiliate		
Kiewit	Table Sponsor	1,000	
LaBonge	Special Sponsor	2,500	
LADOT			
LathamWatkins	Table Sponsor	1,000	1,000
Fast	Affiliate		
Los Angeles City	Member		
Los Angeles County	Member		
Metro	Table Sponsor	1,000	
Metrolink	Special Sponsor	1,500	
Mission Valley Bank	Table Sponsor	1,000	
Mobility 21	Affiliate		
Morgner	Table Sponsor	1,000	
Newhall Land	Session Sponsor	3,500	3,500
OLDA	Joint Breakout w Bob Hope	1,000	
Port of LA	Table Sponsor	1,000	
Psomas	Display Sponsor	200	
Randy Witt	In-Kind		
San Fernando	Member		
Santa Clarita	Presenting Sponsor	1,500	1,500
Santa Clarita - Taft Electric	Presenting Sponsor	500	500
Santa Clarita - Kimley-Horn	Presenting Sponsor	500	500
SCAG	Table Sponsor	1,000	

SFVBJ	In-Kind		
Squar Milner	Breakout Sponsor TOD	3,500	3,500
SRAR	Table Sponsor	1,000	1,000
Union Pacific	Table Sponsor	1,000	
UPS	Table Sponsor	1,000	
US Bank	Table Sponsor	1,000	
Valenziano, Stephen	Registration	68	68
Wells Fargo	Title Sponsor	8,500	8,500
Westfield	Table Sponsor	1,000	
Zine	Special Sponsor	2,000	
Total		63,150	31,750

VALLEY MOBILITY SUMMIT 2012 - October 22, 2012 - Hyatt Regency, Valencia, CA
 Revenue and Expense

Expenses	Amount	Unit	Total	Status
Hotel				
Hyatt Banquet Facilities	300	43±	13,970	Due
Hyatt A/V	1	1400	1,400	Pending
Hyatt Incidentals	1	244	244	Reimburse
Table Materials				
Gourds 10 x 20	1	315	315	Reimburse
Leaves - Dollar Tree	1	39	39	Reimburse
Garlands	1	86	86	Reimburse
Pomegranates & Artichokes	1	43	43	Reimburse
Art	1	300	300	Pending
Logistics				
Nametags	1	65	65	Reimburse
Lanyards and Holders 360	1	159	159	Reimburse
Kinkos Signs	1	8	8	Reimburse
Hardware Apple Cable	1	32	32	
A/V Equipment RLS	1	0	-	In-Kind
Communications	1	0	-	In-Kind
Management & Admin	1	0	-	In-Kind
Sponsor Materials and Signage				
Just4Banners #20146	1	706	706	Reimburse
Just4Banners #20150	1	889	889	Reimburse
Just4Banners #20168	1	198	198	Reimburse
Programs 4Over	1	1251	1,251	Reimburse
Independent Contract Services				
Peter McCarty, Outreach/Prg	1	1000	1,000	Reimburse
Mitchel Morrison, Outreach/Prg	1	500	500	Due
Stacy Andrews, Outreach	1	500	500	Due
	Total		21,705	



September 4, 2012

The Honorable Governor Jerry Brown
State Capitol, Suite 1173
Sacramento, CA 95814

RE: Support for SB 1225

Dear Governor Brown:

The Los Angeles-San Diego-San Luis Obispo (LOSSAN) Joint Powers Authority (JPA) respectfully requests that you sign SB 1225, which transfers the management authority of the *Pacific Surfliner* intercity passenger rail service from Caltrans to the LOSSAN JPA.

The main benefits of SB 1225 include:

- **Permissiveness:** The bill does not mandate a transfer.
- **Cost Effectiveness:** The bill calls on the LOSSAN JPA and State to determine that a transfer is cost effective for both parties.
- **Local Decision-Making:** A focused effort by the major transportation partners in southern California will translate into more responsiveness to customers and improvements to service.
- **Timing:** The bill appropriately takes into consideration the timing of the reorganization of the Department of Transportation and the implementation of the high-speed rail program.
- **Continued Partnerships:** The state has a long history of commitment to the intercity rail program and California is often held as a model for state/federal partnerships. Drawing upon this statewide expertise and commitment will be key to the continued success of the corridor and we look forward to establishing our local/state/federal partnership in the LOSSAN corridor as a national model.

The bill is modeled after the Capitol Corridor JPA, which has locally managed intercity service between the Sacramento and Bay Areas since 1997 and is Amtrak's third busiest corridor. The LOSSAN JPA intends to build upon this success in the case of our *Pacific Surfliner* service, which is Amtrak's second busiest corridor with 2.7 million people each year choosing to take rail between San Diego, LA, and San Luis Obispo rather than drive.

On behalf of the LOSSAN JPA Board of Directors, I request your signature on SB 1225.

Sincerely,

HONORABLE JOE KELLEJIAN
Chair, LOSSAN Rail Corridor Agency

cc: LOSSAN Board of Directors
Senator Alex Padilla

STAFFED BY:

SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Phone: (619) 699-1900
Fax: (619) 699-1905
www.lossan.org

2013 Call for Projects Schedule

(Draft as of September 11, 2012)

2012

April 26	Board Initiation of Call
Late September	Working Draft Application Posted Online
Early October	Working Draft Application Mail-Out
October 10	Workshop at Metro Headquarters
Oct-Dec	Subregional Workshops
October 25	Working Draft Application Submitted to Board for Approval
Early November	Supplemental Application Posted Online & Mail-Out (if necessary)

2013

January 18	Applications Due at 3 PM
February 1	Reconciliation Report Available
February 19	Reconciliation Report Revisions due to MTA
Spring	Preliminary Funding Marks presented for Board consideration
June 27	Board Review of Preliminary Recommendations
July 3	Rainbow Report Posted Online
July 9	Rainbow Report Mail-Out
Late July	TAC Appeals
Mid-Aug	Board Consideration of Staff Recommendations based on TAC input
September 26	Final Board Adoption of Call



**2013 Call for Projects
Attachment A- Examples of Eligible TEA Projects**



**Cycle Track (Category #1 and #10)
Long Beach, CA**



**Pedestrian Scramble (Category #1)
Oakland, CA**



**Sunset Triangle Plaza
(Category #1, #7 and #10)
Los Angeles, CA**



**Pedestrian Plaza
(Category #1, #7 and #10)
Los Angeles, CA**



**Vista Street Roundabout (Category #1 and #7)
Long Beach, CA**



**Valencia Street Parklet (Category #2 and 10)
San Francisco, CA**



**22nd Street Parklet (Category #2 and #10)
San Francisco, CA**



**PedFlag Program (Category #1 and #2)
Kirkland, WA**



**Historic Pasadena Freeway
(Category #2 and #5)
Pasadena, CA**



**Signage/Wayfinding (Category #1)
Los Angeles, CA**



**Chatsworth Metrolink Station
(Category #6) Chatsworth, CA**



**Claremont Metrolink Station
(Category #6) Claremont, CA**



San Fernando Valley Council of Governments

Staff Report

REPORT DATE: Sept 13 2012	FILE NUMBER: 12-0709	AGENDA ITEM: 011
TITLE: UPDATE METRO TOD PLANNING GRANT - ROUND 3		

ACTION:

On September 10, 2012 the San Fernando Valley Council of Governments (SFVCOG) submitted a grant application to Metro for funds available under the Transit Oriented Development (TOD) Planning Grant Round 3 opportunity. Prior to submittal to Metro, staff coordinated with member jurisdictions—OLDA in particular—to assure a collaborative approach to the pursuit of available funding and to maximize the effectiveness of funding awarded.

The SFVCOG was provided with technical assistance on a pro bono basis by Cordoba Corporation of Los Angeles and Beezley Energy Advisors of Calabasas. The proposal relies on specialized technical expertise that will also form a supportive foundation for program proposals submitted by the City of Los Angeles, Department of City Planning for the Orange Line BRT corridor, and by the (unrelated) Orangeline Development Authority working on station area plans interspersed along Metrolink Antelope Valley lines. The supportive services are contained in Part A of the proposal, and five Metrolink Station Area Plans are contained in Part B of the proposal. See attached map.

BACKGROUND:

Metro has provided a funding opportunity under the TOD Planning Grant Program designed to spur the adoption of local land use regulations that create a regulatory environment supportive of Transit Oriented Development in Los Angeles County, as well as pre-regulatory planning efforts that can lead to the adoption of such local land use regulations. The Grant Program was open to municipalities with land use regulatory control over property within ¼ mile of designated transit corridors and within ½ mile of designated Metrolink Stations, as measured from the station property line boundary, and Joint Powers Authorities (“JPAs”) and Councils of Governments (“COGs”) that represent such municipalities.

The Round 3 funding opportunity was released on June 29, 2012 and offers \$10,000,000 to municipalities, COGs, and JPAs for planning at all Los Angeles County Metrolink Stations, along all existing, planned, and proposed Metro transit lines, and at Metro Bus Transitway Stations. Applications for Round 3 were due on September 10, 2012.

The TOD Planning Grant Program is designed to change local land use regulations to promote transit oriented development or to lead to model ordinances, guidelines, or other planning tools that can act as a precursor to such regulatory change. Goals for the program include the following:

- Increase access to transit by assisting local agencies to accelerate land use regulatory change that promotes TOD principles;
- Improve utilization of public transit by reducing the number of modes of transportation necessary to access regional and local transit;
- Further the reduction of greenhouse gases through encouraging in-fill development along transit corridors;
- Support and implement sustainable development principles.

ANALYSIS:

The San Fernando Valley Council of Governments will facilitate a planning process designed to meet the opportunity presented by the Metro Planning Grant process. A coordinated effort could help Metro meet its goals while bringing development prospects, improved sustainability, and enhanced transit access to the San Fernando Valley Council of Governments service territory.

The funding request could cover any of four major areas:

1. Transit Oriented Development Planning (Red Line, Orange Line and Metro nodes)

- The service territory includes numerous Metrolink stations / stops on both the Antelope Valley route and the Ventura County route, and Red Line stations at Universal Studio and North Hollywood, and all of the Orange Line stops. All of these locations can benefit from TOD opportunity analysis. Funding could assist with Environmental Impact Review and the preparation of Planning Overlays to facilitate public/private development proposals.

2. Alternate Vehicle Fuel Stations

- Develop criteria and standards for alternative fuel stations to encourage the development of an adequate number of Electric Vehicle charging stations, Natural Gas Fueling facilities, Hydrogen vehicle Fueling Stations at or in proximity to TOD sites.

3. Traffic Impact Analysis

- Identify planning and regulatory issues that are currently creating barriers to transit access and improved air quality such as the need for Signal Synchronization, and improved energy efficient lighting.

4. Sustainable Design Standards

- Develop sustainable design guidelines that encourage compliance beyond current building code and planning standards within TOD zones and planning overlay areas with the goal of making new buildings and building remodels more sustainable and energy efficient, and available to the broad range of transit dependent individuals.

POLICY IMPLICATIONS: A coordinated planning process will result in conditions that encourage development near transit stations, provide for appropriate density given the immediate access to transit, reduce dependency on the private automobile, and provide strong pedestrian and bicycle connections between development sites and transit.

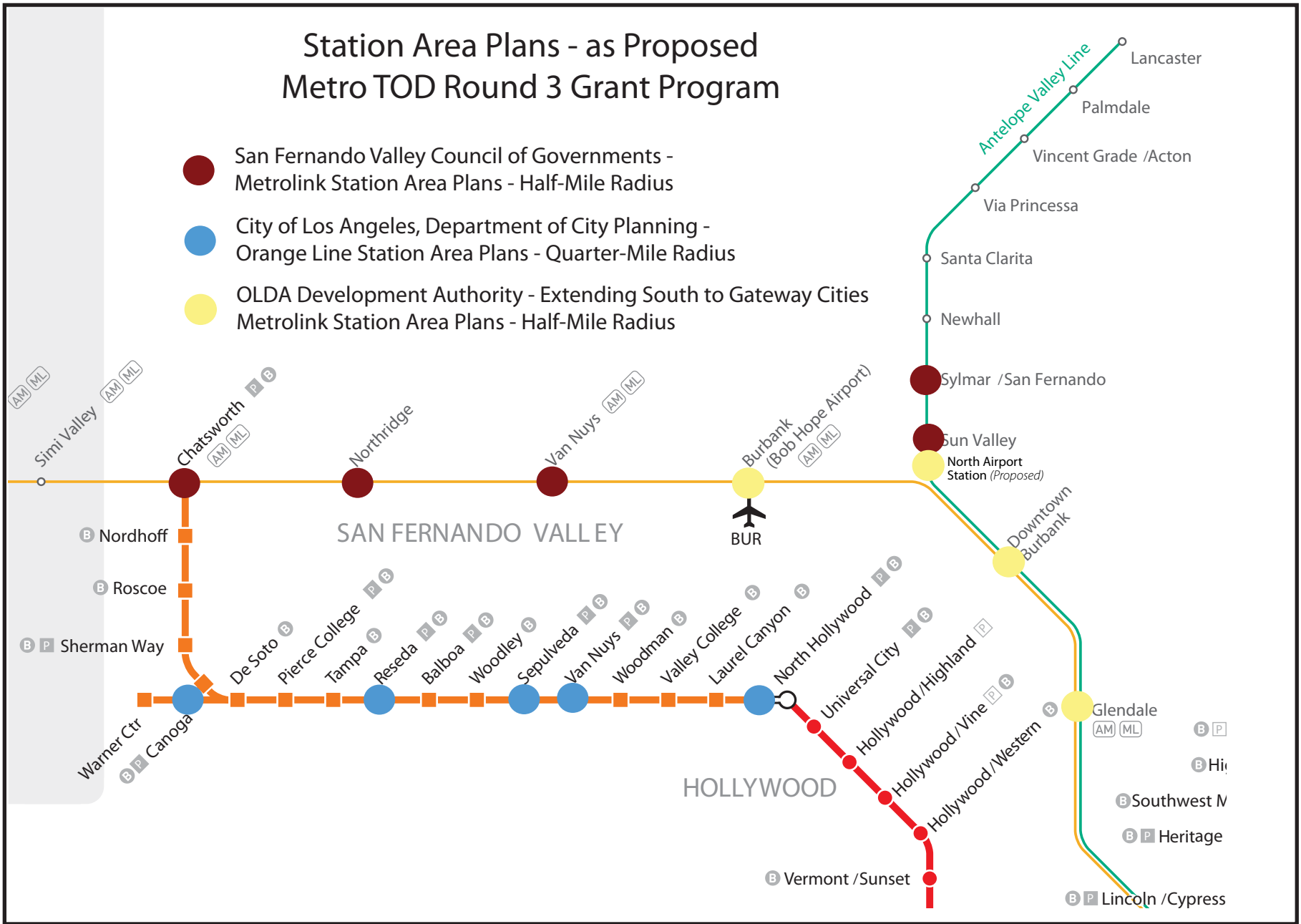
FISCAL IMPACT: The grant application would seek as much of the \$10 million grant fund as practical. All program expenses will be limited to the amount of grant funds received. No expense will be incurred until grant funds became available.

EXPENSE: Grant funds received will support program administrative expenses and planning work to develop studies with recommendations in the four areas noted above.

ASSIGNED STAFF: R. Scott

Station Area Plans - as Proposed Metro TOD Round 3 Grant Program

- San Fernando Valley Council of Governments - Metrolink Station Area Plans - Half-Mile Radius
- City of Los Angeles, Department of City Planning - Orange Line Station Area Plans - Quarter-Mile Radius
- OLDA Development Authority - Extending South to Gateway Cities Metrolink Station Area Plans - Half-Mile Radius





SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

A JOINT POWERS AUTHORITY

5121 VAN NUYS BOULEVARD 2ND FLOOR • SHERMAN OAKS CA 91403
818-712-9500 FAX 818-712-9182 • EMAIL: INFO@SFVCOG.ORG

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CITY OF BURBANK
CITY OF GLENDALE
CITY OF LOS ANGELES
CITY OF SAN FERNANDO
CITY OF SANTA CLARITA

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STAFF

EXECUTIVE DIRECTOR
ROBERT L. SCOTT,
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TREASURER, COUNTY OF LOS ANGELES
LEGAL COUNSEL
THOMAS J. FAUGHNAN
PRINCIPAL DEPUTY COUNTY COUNSEL,
COUNTY OF LOS ANGELES
LEGAL CO-COUNSEL
ARLETTA MARIA BRIMSEY, DEPUTY CITY
ATTORNEY, CITY OF LOS ANGELES

September 5, 2012

The Honorable Michael Antonovich, Chairman
Los Angeles County Metropolitan Authority Board of Directors
One Gateway Plaza
Los Angeles, CA 90012

SUPPORT TOD III GRANT REQUEST TO CREATE A STRATEGY FOR A SUSTAINABLE TRANSIT ORIENTED DEVELOPMENT IN THE OLDA CORRIDOR

Dear Chairman Antonovich:

On behalf of the San Fernando Valley Council of Governments, and in the spirit of inter-jurisdictional collaboration, I urge the Board of Directors of the Los Angeles County Metropolitan Transportation Authority (Metro) to approve the funding application and award a TOD Grant pursuant to its Round III program (TOD III) to the Orangeline Development Authority (OLDA). OLDA is a joint powers authority consisting of 14 members along an existing rail right of way in Los Angeles County.

The San Fernando Valley Council of Governments supports the efforts of OLDA to fund the development of a comprehensive and coordinated strategy for sustainable Transit Oriented Development (TOD) for the entire OLDA corridor, including the Burbank and Glendale stations.

The strategy will further the ongoing efforts by the OLDA cities to implement and coordinate TOD corridor and station area planning in the project area. The OLDA application will:

- Create an Economic Development strategy for the Corridor that implements the Los Angeles County Economic Development Plan in a manner that will attract public/private investment to the station areas along the Corridor;
- Integrate TOD plans with the sustainable development strategies in accordance with SB 375;
- Prepare TOD plans that support healthy neighborhoods;
- Prepare Model TOD Districts that incorporates all of the above;
- Work with local members and the SFV COG to increase their technical capacity for attracting new development and to implement the recommended development plan;
- Dovetail with efforts of the SFV COG to develop Transit Oriented Districts in other areas of the including five stations in the San Fernando Valley and three stations in the Santa Clarita Valley.

The San Fernando Valley Council of Governments will participate in and support development of this multi-jurisdictional effort to:

- Identify opportunities for regulatory changes that will promote public and private investment along the corridor;
- Identify and reduce roadblocks to development ; and

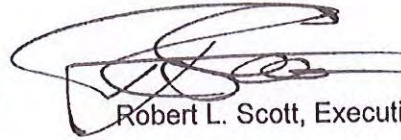
- Create a unified approach to support the OLDA transit corridor.

We support the OLDA proposal, plan to participate in the project and encourage you to fund this application.

Very truly yours



Ara J. Najarian, Chairman



Robert L. Scott, Executive Director

cc: Arthur T Leahy, Chief Executive Officer
Honorable Frank J. Quintero, Chairman, OLDA

Fresno Council of Governments Request for Proposal

The Fresno Council of Governments (Fresno COG) is soliciting proposals from qualified consultants to do Triennial Performance Audits on the Fresno COG and the four Transit Operators in Fresno County that receive Transportation Development Act funding. This request covers a total of five audits and will cover the years 2010, 2011, and 2012.

I. GENERAL INFORMATION

A *Requester's Address and Receipt of Proposals:*

Fresno Council of Governments
c/o Les Beshears, Finance Director
2035 Tulare Street, Suite 201
Fresno, California, 93721

1. Procedural questions concerning the audit proposal should be directed to Les Beshears of Fresno COG at (559) 233-4148. Substantive questions concerning the Transit Operators should be directed to the Operator contact persons:
 - Fresno Area Express (FAX) – John Downs, (559) 621-1502
 - City of Clovis Public Transit and Clovis CTSA: Shonna Halterman, 559-324-2767
 - Fresno County Rural Transit Agency (FCRTA): Jeffrey D. Webster, 559-233-6789
 - Fresno County Economic Opportunities Commission (FCEOC):
Urban and Rural CTSA Gary Joseph, 559-486-6587
2. Six copies of the proposal should be delivered to the Fresno COG at the address listed above by 5:00 P.M., October 8, 2012. Late proposals will be rejected.
3. All proposals will become a part of the Fresno COG's official files without obligation on the requester's part.

B *Nature of Services Required*

1. The Fresno COG is required, pursuant to Section 99246 (a) of the California Public Utilities Code Section 99246 and Title 21 of the California Administrative Code, Section 6664.5, to conduct a Triennial Performance Audit of itself and the

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three Transit Operators that the Fresno COG allocates funds to under Article IV of the Transportation Development Act. These operators are Fresno Area Express (FAX), City of Clovis Public Transit, and Fresno County Rural Transit Agency (FCRTA). A digest of the pertinent PUC and CAC statutes is published by Caltrans entitled Transportation Development Act Statutes and Administrative Code. The Fresno COG Assembly Bill 120 Action Plan, enacted in response to AB120 (Chapter 1120/Statutes 1979), requires a Triennial Performance Audit to be done of the Consolidated Transportation Service Agencies (CTSA) within Fresno County to determine if the goals of the AB 120 Plan are being met. The Fresno County Economic Commission (FCEOC) is co-designated with FAX and FCRTA as a CTSA. Therefore the fourth transit operator covered by the scope of this RFP is FCEOC. The City of Clovis is also a designated CTSA.

2. The five audits requested by this proposal are:
 - Fresno Council of Governments
 - Fresno Area Express
 - City of Clovis Public Transit and Clovis CTSA
 - Fresno County Rural Transit Agency
 - Fresno County Economic Opportunities Commission as the Fresno Metropolitan and Rural CTSA
3. A Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities is published by Caltrans.
 - PUC 99246 (b) *The performance audits shall evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited and shall be conducted in accordance with the efficiency, economy, and program results portions of the Controller General's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."*
 - PUC 99246 (d) *With respect to an operator providing public transportation services, the performance audit shall include, but not be limited to, a verification of the operator's operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee, as defined in Section 99247 of the Act.*
4. The budget for this audit is \$40,000.

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C *Description of Entities and Records to be Audited*

1. **Fresno Council of Governments (Fresno COG)**

The Fresno Council of Governments is a Joint Powers Agency whose members include the County of Fresno and the fifteen incorporated cities within the County. Fresno COG is empowered to perform a broad variety of functions as outlined in its Joint Powers Agreement and Bylaws. Fresno COG's major role is to foster intergovernmental coordination, undertake comprehensive regional planning with an emphasis on transportation, provide for citizen involvement in the planning process, and to provide technical services to its member governments.

The Fresno COG is recognized by the State of California as the regional transportation planning agency (RTPA) for the Fresno Area. As the RTPA, Fresno COG is responsible for administering the Transportation Development Act (TDA) funds for Fresno County. It is also responsible for the development of a Regional Transportation Plan (RTP) and must comply with State requirements with regard to regional transportation planning and programming of transportation projects.

Fresno COG is also recognized by Federal agencies as the Metropolitan Planning Organization (MPO) for the Fresno Area. As the MPO, Fresno COG must comply with the requirements of various Federal Agencies (FTA, FHWA, EPA, HUD) in its responsibilities associated with the Regional Transportation Plan (RTP) and Federal Transportation Improvement Program (FTIP). In other federal emphasis areas, Fresno COG administers the Rideshare Program for Fresno County, and coordinates transportation and related air quality planning.

Fresno COG is designated by Fresno County and the majority of cities as the Congestion Management Agency for Fresno County (AB 471). Fresno COG also has statutory responsibility to update the Expenditure Plan adopted by the Fresno County Transportation Authority pursuant to a voter approved 1/2 cent sales tax (Measure C).

Fresno COG is also required to prepare an annual budget called the Overall Work Program (OWP). The OWP provides a narrative description and fiscal determination of the tasks that Fresno COG plans to accomplish during the year. The Fresno COG FY 2012/13 annual budget is approximately \$11.3 million.

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2. Fresno Area Express (FAX)

Fresno Area Express is the Transit Enterprise for the City of Fresno. It is the major provider of urban public transportation in the Fresno-Clovis Metropolitan Area. FAX provides two categories of public transportation service: fixed-route service for the general public, and Handy Ride demand-responsive. The fixed-route service is on a modified grid system consisting of 19 transit routes on weekdays, and 14 transit routes on Saturdays and Sundays. FAX's fleet consists of 108 full-size buses. The Handy Ride operation is contracted out. A 49,000 square foot maintenance facility allows FAX to perform nearly all maintenance functions.

FAX's current annual operating budget for FY 2012/13 is approximately \$46.3 million.

3. City of Clovis Public Transit

The City of Clovis provides two types of urban transit service. Clovis Stageline is a fixed-route transit service for the general public and Round-Up CTSA is a demand-responsive transit service for the elderly and disabled residents. The City of Clovis also contributes funds to FAX through a formal contract to provide fixed-route services to and within the City of Clovis. Maintenance is provided through City of Clovis' fleet maintenance.

Clovis Stageline operates thirteen city-owned vehicles. Clovis Round-Up's fleet consists of seventeen wheelchair equipped cut-a-way bus' and two mini vans.

The City of Clovis Public Transit annual operating budget for FY 2012/13 is approximately \$4.3 million.

4. Fresno County Rural Transit Agency (FCRTA)

Fresno County Rural Transit Agency is a Joint Powers Agency whose members are composed of the County of Fresno and 13 rural incorporated cities. Public transportation services within all rural unincorporated areas of Fresno County are also provided under the auspices of FCRTA. FCRTA provides fixed-route services which link communities with each other and to the Fresno Metropolitan Area.

Intra-community public transportation service (fixed route and/or demand-responsive) for each rural city is provided for by one of two methods. Each city

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and FCRTA may combine staff and equipment to provide transit service for that city's area; or FCRTA contracts with either Fresno County Economic Opportunities Agency or a private contractor to provide the service. Transit is provided to the cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, and Selma using various combinations of these methods.

Inter-community fixed route public transportation service is provided using the same methods along four corridors as follows:

- Firebaugh-Mendota-Kerman Corridor
- Kingsburg-Selma-Fowler Corridor
- Orange Cove-Reedley-Parlier-Sanger Corridor
- Coalinga-Huron- Five Points-Lanare-Riverdale-Caruthers-Raisin City-Easton Corridor

FCRTA's fleet consists wheelchair lift equipped passenger vans and full-sized uses totaling 70 vehicles. Maintenance is provided through an agreement with Transportation Specialties, a private contractor.

FCRTA's FY 2012/13 annual operating budget is approximately \$7.3 million.

5. **Fresno County Economic Opportunities Commission (CTSA)**

Pursuant to the Social Service Transportation Improvement Act of 1979, Fresno COG designated three Consolidated Transportation Service Agencies within Fresno County:

- Fresno Metropolitan Area CTSA (Fresno Area Express and Fresno County Economic Opportunities Commission as co-designates.)
- Fresno Rural Area (FCRTA and FCEOC as co-designates).
- Clovis Urbanized Area (the City of Clovis).

The CTSA's primary role is to coordinate transportation services between social service programs with the social service agencies and other transportation providers. The Fresno Metropolitan CTSA provides transportation to fifteen social service agencies. The Rural CTSA provides transportation to nine social service agencies.

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The FY 2012/13 annual operating budget for the FCEOC Urban and Rural CTSA's is approximately \$5.9 million.

D Assistance Available to Consultant/Auditor

1. There is a large amount of information available at the Fresno COG pertinent to the responsibility of Fresno COG as an RTPA and MPO, and the functions of the Transit Operators that will be made available to the Consultant selected to perform this audit. Such documents will include but not be limited to:
 - Fresno COG Board Minutes and Resolutions Regional Transportation Plan
 - Transportation Improvement Program
 - Fresno County Congestion Management Plan
 - Short Range Transit Plan for the Fresno/Clovis Urban Area
 - Short Range Transit Plan for the Rural Fresno County Area
 - Fresno COG Overall Work Program
 - Fresno Area Express Operations Budget
 - Clovis Public Transit Operations Budget
 - FCRTA Operations Budget
 - CTSA Operations Programs and Budgets
 - Fresno COG Assembly Bill 120 Action Plan
 - Strategic Plan for Expenditure of 1/2 Cent Sales Tax
 - Transit Productivity Evaluation
2. Any studies undertaken by or for the benefit of Fresno COG or the related Transit Operators relevant to the time frame or the topics subject to the performance audit will be available.
3. Previous triennial performance audits conducted in 2010 for Fiscal Years 2007, 2008, and 2009 are available for review at the Fresno COG office.
4. Ridership and operational statistics relative to the performance indicators required as per the PUC are on file at the Transit Operators at various office locations. Fresno Area Express keeps records on their public transit functions. City of Clovis keeps records on Clovis Stage Lines and Round-Up/Clovis CTSA. FCRTA keeps records for all participating member public transit operations on file at the Fresno COG office. FCEOC keeps records separately for the Fresno Metropolitan Area CTSA and the Fresno Rural Area CTSA.
5. The volume of material available prohibits including these documents in the RFP or sending out copies, however, interested consultants are invited to contact

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the various individuals listed at the beginning of this document if more specific information is required to submit the proposal.

E *Proposal Criteria*

1. Proposals submitted by each proposer shall be evaluated based on how well each proposal meets the criteria listed below:

<u>Criteria</u>	<u>Points</u>
Experience with Performance Audits	20
Experience with Comparable Agencies	5
Organization and Size of Audit Firm	5
Qualifications of Audit Team Make-up	20
Supervision of Audit Team	5
Understanding of Audit Coverage	15
Realistic Time Estimates	5
Cost of Audit	<u>25</u>
TOTAL POINTS	100

2. Proposals shall provide sufficient information to address each of these criteria.

F *Time Considerations and Requirements*

1. Proposals must be submitted no later than 5:00 P.M., October 8, 2012.
2. The Fresno COG Board will make the final selection at the October 25, 2012 meeting. The selected Consultant will be notified and may start work as soon as practicable.
3. Consultant will deliver to each of the member parties of the Fresno COG, FAX, City of Clovis, FCRTA, and FCEOC, their respective performance audit report by June 30, 2013. An additional unbound and electronic copy of all the reports will be delivered to the Fresno COG to be used as an original for copies.
4. Prior to submission of the completed reports, the Consultant will review draft proposed reports with the Fresno COG, FAX, City of Clovis, FCRTA, and FCEOC staff.
5. Working papers will be retained by the Consultant for at least three years and will be available for examination by authorized representatives of the Fresno

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COG, FAX, City of Clovis, FCRTA, and FCEOC.

II. INFORMATION REQUESTED FROM PROPOSER

A In order to get a uniform review process and to obtain the maximum degree of comparability, it is requested that proposals be organized in the manner specified. Please keep submittals as brief and concise as possible to facilitate our selection.

1. *Title Page*

Show the request for proposal subject, the name of the proposer's firm, local address, telephone number, name of contact person, and the date.

2. *Table of Contents*

Include a clear identification of the material by section and a page number.

3. *Letter of Transmittal*

Limit to one or two pages.

- Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the time period.
- Give the names of the persons who will be authorized to make representations for the proposer, their titles, address and telephone numbers.

4. *Profile of the Proposer*

- State whether your firm is local, national, or international.
- Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
- Describe the range of activities performed by the local office that will be performing the audit.

5. *Summary of Proposer's Qualifications*

- Identify the audit team. Include a short resume of each person assigned to the audit that will clearly define their qualifications to perform the work.
- Affirm that the proposer will carry out the audit in accordance with GAO Standards for Audit of Governmental Organizations, Programs, Activities and Functions.

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- Describe recent local and regional experience similar to the type of audit requested and give the name and telephone numbers of client officials that we may contact as a reference.

6. *Scope Section*

Clearly describe the scope of the required services to be provided and the methodology to be followed. Estimate as close as possible what tasks and the number of hours each member of the audit team described in Section II.A.5. above will be scheduled to perform described tasks.

7. *Schedule*

The prospective contractor shall provide a schedule for completing the project, within the schedule set forth in this RFP. The schedule shall identify the major tasks to be undertaken and the time frame for each task.

8. *Compensation*

The proposal shall contain a schedule of the rates each person assigned to this project will be billed at. The billing rates shall be maintained without change during the term of the contract.

The proposal shall contain a detailed schedule specifying estimated hours to accomplish each task multiplied by the appropriate billing rate(s) to arrive at a total cost per task. Other direct costs associated with the project that are not included in the billing rates should be itemized. If subcontractors are to be used, the cost of each subcontract should be itemized. The cost schedule should total to an all inclusive, not to exceed cost for the project. An example of the cost schedule format is included as Attachment C. **This format must be used.** Additional tables and detail may be added but are not required.

If travel costs are itemized, transportation and subsistence costs shall not exceed rates authorized to be paid State employees under current State Department of Personnel Administration rules.

9. *Additional Data*

Give only additional information considered essential to the proposal in this section. Publications of the proposer, such as directories, articles, and lists of clients will not be included.

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III. EVALUATION OF PROPOSALS

A The Fresno COG will invite a representative from Fresno COG, the City of Fresno, Fresno County, City of Clovis, Fresno County Rural Transit Agency, and Fresno County Economic Opportunities Commission to form a committee to evaluate and select the best proposal. Proposals will be evaluated using a predetermined method to ascertain which proposal best meets the needs. If the committee decides that several proposals are too similar in quality to make a valid choice, oral interviews may have to be arranged. Evaluation considerations will include the following:

- Responsiveness of the proposal in clearly and briefly stating the understanding of the work to be performed.
- Costs, although a significant factor; may not be the dominant factor. Cost is particularly important when all other evaluation criteria are relatively equal.
- Technical experience of the firm.
- Experience of the audit team.
- Past performances of the proposer on work previously performed for similar governmental agencies.

The Fresno COG reserves the right to reject any and all proposals submitted and to request additional information from each proposal. The award will be made to the firm which, in the opinion of the Fresno COG Policy Board, is best qualified.

IV. RULES AND REGULATIONS.

A *Subcontracts*

If any subcontractors are to be used, the prospective contractor must submit a description of each person or firm, the work to be done by each subcontractor and the cost of the work. All subcontracts must be approved by the Fresno COG, and no work may be subcontracted without prior approval of the Fresno COG. In addition, the prospective contractor must indicate the cost of any subcontracts and any markup that the prospective contractor plans to take on subcontracts.

B *Conflict of Interest*

The prospective contractor shall disclose any financial, business, or other relationship with the Fresno Council of Governments that may have an impact upon the outcome of the selection.

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C *Insurance Requirements*

1. Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Comprehensive general liability insurance policies shall name the Fresno COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Fresno COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein.
2. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.
3. Professional liability insurance in the minimum amount of at least \$1,000,000 coverage per occurrence.
4. Workers compensation insurance as required by law.

D *Disadvantaged Business Enterprise (DBE) Certification*

1. DBE Bidders Listing (Attachment B) must be completed for all contractors and subcontractors regardless of DBE affiliation.
2. The Fresno COG fully anticipates that it will consistently meet and exceed its adopted DBE overall goal under 49 CFR Part 26 using Race-neutral measures exclusively.
3. Only DBE firms currently certified per 49 CFR Part 26 will participate as DBEs in our program. Such certification must be issued by Caltrans, FHWA, FTA, DOT, MPO, City, County, or State in accordance with 49 CFR Part 26.

E *Fresno COG will not deny award to contractors on the basis of DBE participation, who demonstrate that they have used good faith efforts to achieve DBE participation.*

F *Contractors selected on the basis of DBE participation must provide the following information with the initial proposal or before entering into a contractual agreement with Fresno COG:*

1. The names and addresses of the DBE firms.
2. A description of the work each DBE will provide.
3. The dollar amount of participation by each DBE.
4. Proof of DBE certification.
5. Written confirmation that the DBE will participate.

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6. If DBE participation is not achieved, evidence of good faith efforts must be provided.

G *Prime contractors are required to maintain records and document payments to all subcontractors for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Fresno COG, Caltrans, FHWA, or DOT. This reporting requirement also extends to any certified DBE subcontractor. The contractor shall maintain records showing the name and address of each subcontractor, the date of payment, and total dollar figure paid to each subcontractor.*

H *Fresno COG will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, or local laws.*

I *Signature*

The proposal shall be signed by an official authorized to bind the proposer and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address and telephone number of individuals with authority to negotiate and contractually bind the company.

J *Modification or Withdrawal of Proposals*

Any proposal received before the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the date and time specified previously.

All verbal modifications to these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued by proposer's to the Fresno COG are authorized and binding.

K *Rejection of Proposals*

Failure to meet the requirements for the Request for Proposal will be cause for rejection of the proposal. The Fresno COG may reject any proposal if it is conditional, incomplete or contains irregularities or inordinately high cost rates. The Fresno COG may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal documents or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

SAMPLE DOCUMENT

L *Contract Award*

The actual award of the contract will be by the Fresno COG Policy Board at the November 15, 2012 meeting. Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by the Fresno COG and executed by the Fresno COG's designee(s).

For contracts with a term longer than three months, or total cost greater than \$10,000, the Contractor may request progress payments to be made monthly in arrears based on services provided and actual costs incurred. The Fresno COG will withhold 10% of each progress payment. The retention amount will be paid to the Contractor after the Fresno COG has evaluated the Contractor's performance and made a determination that all contract requirements have been satisfactorily fulfilled.

M *Attachments*

Attachments to be included at the end of the proposal are as follows (as attached herein):

1. Attachment "A": Title VI Assurance
2. Attachment "B": DBE Participation
3. Attachment "C": Cost Schedule Template

V. Fresno COG's Rights

A Fresno COG may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the work described in this RFP. Fresno COG reserves the right to:

1. Reject any or all of the proposals if it deems such action is in the public interest
2. Cancel the entire RFP
3. Issue subsequent RFP
4. Remedy technical errors in the RFP process
5. Appoint an evaluation committee to review the proposals
6. Seek the assistance of outside technical experts in proposal evaluation
7. Approve or disapprove the use of particular subcontractors
8. Establish a "short list" of Proposer's eligible for interviews after review of written proposals
9. Negotiate with some, all, or none of the respondents to the RFP
10. Solicit best and final offers from all or some of the proposer's

SAMPLE DOCUMENT

11. Award a contract to one of more proposer's
12. Accept other than the lowest price offer
13. Waive informalities and irregularities in proposals and the bid process

VI. Proposer Objection to Scope of Work or to Proposer Selection

A A proposer may object to any of the terms or provisions set forth in the RFP's Scope of Work or to the selection of a particular proposer on the grounds that Fresno COG's procedures, the provisions of this RFP or applicable provisions of federal, state, local law have been violated or inaccurately or inappropriately applied, by submitting to Fresno COG a written explanation of the basis for this objection. Deadlines for submittal of objections are:

1. No later than two weeks prior to the date proposals are due, for objections to RFP provisions; or
2. Within three working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to proposer selection.

If the proposer does not state any objections, Fresno COG will assume that the RFP Scope of Services is acceptable to the proposer and has been fully factored into its response. If the proposer intends to negotiate with Fresno COG concerning any part of the Triennial Audits Scope of Services that the proposer finds objectionable, the proposer must provide specific language in its response that will address or remedy its objections.

SAMPLE DOCUMENT

ATTACHMENT "A" **TITLE VI ASSURANCE**

The Fresno Council of Governments; in accordance with Title VI of the Civil Rights Act of 1964, 78 Statute. 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SAMPLE DOCUMENT

ATTACHMENT "B" DBE PARTICIPATION

The following stated dollar (\$) amount(s) will be compensation paid to DBE firms certifiable per 49 CFR Part 26.

\$ _____

DBE Participation: _____
Company

The undersigned hereby certifies that the foregoing statements and information are true and correct:

Date: _____

Name of Proposer: _____

By: _____

Title: _____

SAMPLE DOCUMENT

RFP Review Panel Procedures and Process Integrity

Review Policy. It is our standard policy that the procedure for selecting proposals for support be carried out in accordance with the highest standards of quality and responsibility.

In order to insure that procurement is conducted in a fair, equitable and open manner, the procedures set forth below shall apply to the procurement process.

Mission. The review panels, through the process of merit review, select proposals to be recommended for an award. In general, the panels' recommendations are presented in three broad categories: Category A – proposals of superior quality, the top five percent (5%); Category B – meritorious proposals, the next 15% - 20%; and Category C – lower-ranked proposals, which will be declined. Within these categories, and especially in Category B, proposals should be rank-ordered by the panel. In addition, review panelists will comment on aspects of the proposed work, including the budget, as guided by the Request for Proposals (RFP) and other guidelines.

Duties. Electronic copies of proposals and any other relevant materials will be sent to panelists, each panelist will make an initial determination and divide the proposals into Categories A, B, and C . At the panel meeting, panelists will discuss their evaluations, calibrate rankings, and develop recommendations for grouping all the proposals into the three priority categories and for ranking them individually within those categories.

Confidentiality. All proposals in a review competition are strictly confidential and may not be distributed for any reason by panel reviewers. Discussion of any aspect of the work of review panels outside of the panel meetings is strictly forbidden. The panel will treat review forms as strictly confidential and will not release them; however, the panel will prepare anonymous summaries of these forms for the information of the appropriate management.

Evaluation Criteria. The evaluation criteria published with each RFP are to be used in reviewing proposals.

Evaluation Procedures. All reviewers must record their evaluation of each proposal on a Reviewer Rating form. All reviewers are strongly encouraged to comment on the form. Reviewers must record a single, overall grade for the proposal at the bottom of the form. These grades are used only as an initial means of ranking; final ranking will result after careful deliberation of all proposals by all panelists assembled together in the review panel meeting.

The Restricted Period. The "Restricted Period" begins with the earliest written notice, advertisement or solicitation of a request for proposal or any other method for soliciting a response from Vendors with regard to a procurement opportunity or contract. This period

SAMPLE DOCUMENT

RFP Review Panel Procedures and Process Integrity

ends with the final procurement decision or contract award. However, the negotiation of a contract by an Vendor who has been tentatively awarded a contract is permitted.

Impermissible contact with the agency occurs when the Vendor contacts a person in the agency who is not the designated contact person for the procurement in an attempt to influence this procurement. The obligations under the law and this policy are activated when a Vendor or anyone working on behalf of the Vendor has any oral, written, or electronic communication with the agency that a reasonable person would believe is intended to influence a procurement being made by the agency.

Vendor Communications and Contacts. No information may be given to one vendor without being made available to all other interested vendors.

The designated contact person will serve as the coordinator for all procurement-related contacts. All telephone calls, correspondence, and meeting requests must be routed to the contact person. The contact person will keep a record of all such contacts for inclusion in the procurement record.

During the procurement process, a review team member must not accept a meal, entertainment, gift, or anything of value from any interested vendor.

Permissible contact includes scheduled and recorded meetings approved by the project manager regarding:

- Attending a demonstration
- Implementing a pilot program
- Attending a vendor interview or presentation

Personal Affiliations With A Vendor. A reviewer will have a conflict if they have:

- a business or professional partnership with the vendor;
- a known family relationship covered by State or City ethical standards;
- Other relationships, such as close personal friendship, that might tend to affect judgment or be seen as doing so by a reasonable person familiar with the relationship.

Improper Influence. A vendor may not exert or attempt to exert any improper influence relating to the vendor's bid or proposal. For the purposes of these procedures, the term "improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a bid or proposal based on considerations other than the merits of the proposal, including but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law sections 73 and 74, and State Finance Law § 139(j) and (k).

SAMPLE DOCUMENT

RFP Review Panel Procedures and Process Integrity

Finding of Non-Responsive Vendor. Any vendor who violates these procedures may, after notice and an opportunity to be heard, be determined to be a non-responsible vendor, and on the basis of such a determination may be ineligible to receive a contract award.

Non-Disclosure Agreement. Any person to whom a bid or a proposal or a portion of a bid or proposal is disclosed may be required to comply with a written non-disclosure or confidentiality agreement setting forth the terms and conditions under which such person is entrusted with the bid or proposal or portion thereof.

Compliance. Every reasonable effort will be made to assure compliance with these procedures, but a minor deviation from these procedures that does not impair fairness and integrity of the procurement process will not require the invalidation of a contract award.

DRAFT AMENDMENT

**AMENDMENT NUMBER ONE
TO
MANAGEMENT SERVICES AGREEMENT ("Agreement") BETWEEN THE SAN FERNANDO
VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("SFVCOG"), and
THE VALLEY ECONOMIC ALLIANCE doing business as THE MULHOLLAND INSTITUTE
("CONTRACTOR").**

This Amendment Number One ("Amendment") to the Agreement is entered into by and between SFVCOG and the Contractor, effective upon execution by all parties.

- A. WHEREAS, on April 14, 2011, the SFVCOG, and the Contractor entered into the Agreement for staffing of an Executive Director; and
- B. WHEREAS, on April 12, 2012, the SFVCOG ratified the extension of the Agreement through April 28, 2013; and
- C. WHEREAS, on July 12, 2012 the SFVCOG approved a supplemental Budget B that increased the SFVCOG's budget to \$100,000 annually;
- D. WHEREAS, this increased budget anticipates payment to the Executive Director in the sum of \$75,000 annually;
- E. WHEREAS, at the July 12, 2012 SFVCOG meeting there was a motion to make renewal of the Agreement consistent with the fiscal year;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which are expressly acknowledged, the parties agree as follows:

1. ***Paragraph 1., Term of Agreement, of the Agreement shall be deleted, while retaining paragraph 1.1 in its entirety, and the deleted portion shall be replaced as follows:***

Term of Agreement. This Agreement shall terminate on the earlier of: (i) June 30, 2013 or (ii) as set forth in paragraph 1.1, unless extended provided herein. The Agreement may be extended on an annual basis through June 30, 2016 upon approval by the SFVCOG Board of Directors ("Board").

2. Paragraph 3., Compensation, of this Agreement shall be deleted in up to paragraph 3.3 which shall be retained, and 3.0-3.2 shall be replaced with the following:

Compensation. CONTRACTOR shall be compensated as follows:

3.1 Amount. Compensation under this Agreement for performance of those services described in Exhibit A shall not exceed \$75,000 a year for the term of the Agreement, and any

DRAFT AMENDMENT

extensions thereof, contingent upon the availability of funds in the SFVCOG account. Additional Services shall be performed only if approved by the SFVCOG Board in advance and shall be compensated at the rate of \$150.00 per hour for the Executive Director and \$75.00 per hour for clerical work.

3.2 Payment. Payment shall be made per monthly invoice from CONTRACTOR as approved by the Chair of the Board and subject to the availability of funds..

AMENDMENT NUMBER ONE TO MANAGEMENT SERVICES AGREEMENT

IN WITNESS WHEREOF, the San Fernando Valley Council of Governments and the Valley Economic Alliance hereto have caused this Amendment to be executed on their behalf by their duly authorized officers.

SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

By: _____
City of Glendale Council Member Ara Najarian
Chair of SFVCOG

Date: _____

CONTRACTOR

Signed: _____
THE VALLEY ECONOMIC ALLIANCE

Printed & Title: _____

Date: _____

APPROVED AS TO FORM:
JOHN KRATTLI
County Counsel

By: _____

DRAFT AMENDMENT

Jill M. Jones
Deputy County Counsel

DRAFT

AGREEMENT

THIS AGREEMENT is made this 14th day of April 2011, by and between the SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("SFVCOG"), and THE VALLEY ECONOMIC ALLIANCE doing business as THE MULHOLLAND INSTITUTE ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

A. SFVCOG is desirous of obtaining services necessary to professionally manage the activities and programs of the organization as its Executive Director; and

B. CONTRACTOR represents that CONTRACTOR possesses the expertise, qualifications and knowledge to provide the required services in a cost effective manner.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth, the parties mutually agree as follows:

1. **Term of Agreement.** This Agreement shall commence on March 1, 2011 and shall terminate on the earlier of: (i) February 29, 2012 or (ii) as set forth in paragraph 1.1, unless extended as provided herein. This Agreement may be extended on an annual basis through February 29, 2016 upon annual approval by the SFVCOG Board of Directors ("Board").

1.1 **Termination.** SFVCOG shall have the right to terminate this Agreement, with or without cause, by giving CONTRACTOR thirty (30) days' written notice of termination. CONTRACTOR shall have the right to terminate this Agreement, with or without cause, by giving SFVCOG one hundred twenty (120) days' written notice of termination. Upon receipt of a termination notice, CONTRACTOR shall: (1) promptly discontinue all services on the termination date (unless the notice directs otherwise); and (2) promptly deliver to SFVCOG all documents, files, data, reports, and such other information and materials as may have been accumulated by CONTRACTOR in performing the Agreement, whether completed or in progress. CONTRACTOR shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. **Services to be Provided.** The services to be provided hereunder shall be as set forth in Exhibit A attached hereto and incorporated herein by reference. The services to be performed pursuant to this Agreement shall be performed at the direction of the SFVCOG Board, and CONTRACTOR shall take no action or position on behalf of SFVCOG without prior consultation with the SFVCOG Board.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 **Amount.** Compensation under this Agreement for performance of those services described in Exhibit A shall not exceed \$ 4,000.00 per month for the term of this Agreement, and any extensions thereof. Additional services shall be performed only if approved

by the SFVCOG Board in advance and shall be compensated at the rate of \$150.00 per hour for the Executive Director and \$75.00 per hour for clerical work.

3.2 **Payment.** Payment shall be made per monthly invoice from CONTRACTOR.

3.3 **Expenses.** Reimbursement to CONTRACTOR for expenses incurred in the performance of services under this Agreement shall not exceed \$750 per month for the term of this Agreement, and any extension thereof, without prior written approval of the SFVCOG Board. Expenses shall be reimbursed without mark-up. Expenses for vehicle, office, cell phone, computer and software for SFVCOG business are a part of the Scope of Services as set forth in Exhibit A and are not reimbursable pursuant to this Agreement. Expenses for travel outside the Los Angeles metropolitan area must be approved in advance by SFVCOG. Expenses shall be enumerated in CONTRACTOR's monthly invoices.

4. **Professional Standards.** CONTRACTOR shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. **Time of Performance.** CONTRACTOR shall complete all services required hereunder as and when directed by SFVCOG. SFVCOG in its sole discretion may extend the time for performance of any task or service.

6. **Employees and Subcontractors.** CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ or subcontract with such other persons as may, in the opinion of CONTRACTOR, be needed to comply with the terms of this Agreement, if such persons possess the necessary qualifications to perform such services. If such persons are employed to perform a portion of the scope of work, the engagement of such persons shall be subject to the prior approval of SFVCOG.

7. **Insurance Requirements.**

7.1 **Commencement of Work.** CONTRACTOR shall not commence work under this Agreement until it has obtained SFVCOG-approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place all of the insurance coverages required in this Section 7. CONTRACTOR's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to SFVCOG before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by SFVCOG.

7.2 Coverages, Limits and Policy Requirements.

CONTRACTOR shall maintain the types of coverages and limits indicated below:

- A. Liability Insurance. Such insurance shall be endorsed naming SFVCOG, the County of Los Angeles, the Cities of Los Angeles, Glendale, Burbank, San Fernando, and Santa Clarita, any other public agency to later join the SFVCOG ("Members"), and any and all sub-contractors, as additional insureds and shall include:
- (1) General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage and personal injury with a combined single limit of not less than \$1,000,000 per occurrence. If written with an annual aggregate limit, the aggregate limit shall be not less than two (2) times the required occurrence limit. If written on a claims-made form, CONTRACTOR shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of the Agreement.
 - (2) Comprehensive auto liability insurance endorsed for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation Insurance. Workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability, with a \$1,000,000 limit covering all persons CONTRACTOR is required to cover. The policy shall contain or be endorsed to include a waiver of subrogation in favor of SFVCOG, and its Members. The requirement for Workers' Compensation insurance shall only apply if CONTRACTOR hires employees during the term of this Agreement for the purpose of carrying out this Agreement.

CONTRACTOR shall provide SFVCOG notice of any cancellation, non-renewal or material change in coverage not less than 72 hours after receiving notice of same from the insurer.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against SFVCOG for payment of premiums or other amounts with respect thereto. SFVCOG shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable insurance policies with SFVCOG incorporating such changes within sixty (60) days of receipt of such notice CONTRACTOR shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by SFVCOG. Any deductible exceeding an amount acceptable to SFVCOG shall be subject to the

following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to SFVCOG and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR); or CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

7.4 Verification of Compliance. CONTRACTOR shall furnish SFVCOG with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by SFVCOG before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to SFVCOG a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to SFVCOG.

8. Non-Liability of Officials and Employees of the SFVCOG and its Members. No official or employee of SFVCOG or its Members shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity of CONTRACTOR pursuant to this Agreement.

10. Independent Contractor. CONTRACTOR shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between SFVCOG and CONTRACTOR. CONTRACTOR understands and agrees that all of CONTRACTOR's personnel who furnish services to SFVCOG under this Agreement are employees solely of CONTRACTOR and not of SFVCOG for purposes of workers' compensation liability. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to CONTRACTOR's personnel for injuries arising from or connected with the performance of this Agreement. CONTRACTOR shall comply with all federal, state, and local statutes, laws, and ordinances related to the payment of employer, income, disability, or other tax which may be due by virtue of any compensation received by CONTRACTOR under this Agreement.

11. Compliance with Law. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Work Product.

12.1 Ownership. All materials, data and other information of any kind obtained from SFVCOG and all materials, data, work product, reports, and other information of any kind developed by CONTRACTOR under this Agreement are the property of SFVCOG, and CONTRACTOR agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, work product, reports, and other information. CONTRACTOR shall not distribute any such materials, data, work product, reports, or other information, in whole or in

part, during or after the Agreement term, to anyone, without the prior written approval of the SFVCOG. The provisions of this Section shall survive the expiration or other termination of this Agreement.

12.2 **Contractor to Maintain Files.** CONTRACTOR shall maintain copies of files and documents relating its work performed under this Agreement, including supporting and backup data, and shall promptly make the files and documents available for SFVCOG's inspection or shall deliver copies to SFVCOG, upon request. SFVCOG may require that some or all of CONTRACTOR's work product be provided in electronic format. CONTRACTOR shall turn over to SFVCOG all original data, in either hard copy or electronic format, at the completion of this Agreement, upon request.

13. **Record Retention and Inspection.** SFVCOG or any duly authorized representative of SFVCOG shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, data or other record pertaining to this Agreement or the services performed thereunder. Unless otherwise directed by SFVCOG, CONTRACTOR shall keep all such material for five (5) years after the completion or termination of this Agreement or until all audits are complete, whichever is later. If any such records are located outside the County of Los Angeles, CONTRACTOR shall pay SFVCOG for travel and per diem costs connected with any inspection or audit.

14. **Audit Settlement.** If, at any time during the term of the Agreement or at any time within five (5) years after the expiration or termination of the Agreement, authorized representatives of SFVCOG conduct an audit of CONTRACTOR regarding performance of this Agreement, and if such audit finds that SFVCOG's obligation for the payment of compensation is less than the payments made by SFVCOG to CONTRACTOR, then CONTRACTOR agrees that the difference shall be either repaid forthwith by CONTRACTOR, or at SFVCOG's option, credited to SFVCOG against any future compensation payments. If such audit finds that SFVCOG's obligation for the payment of compensation is more than the payments made by SFVCOG to CONTRACTOR, then the difference shall be paid to CONTRACTOR by SFVCOG, provided that in no event shall SFVCOG's maximum obligation under this Agreement be exceeded.

15. **Conflict of Interest and Reporting.** CONTRACTOR affirms that CONTRACTOR presently has no interest and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed or subcontracted by CONTRACTOR. CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

16. **Notices.** All notices shall be personally delivered or mailed to the CONTRACTOR and the SFVCOG at the respective addresses listed below and shall be considered received upon personal delivery or deposit in the mail. These addresses shall be used for delivery of service of process.

- a. Address of CONTRACTOR is as follows:

The Valley Economic Alliance dba the Mulholland Institute
5121 Van Nuys Boulevard, 2nd Floor
Sherman Oaks, CA 91403
Attn: Robert L. Scott, Director/Chairman

- b. Address of SFVCOG is as follows:

Office of the Los Angeles City Attorney
City Hall East
200 N. Main Street
Room 700
Los Angeles, CA 90012
Attn: Arletta Maria Brimsey
Deputy City Attorney
General Counsel Practice Group

Office of the Los Angeles County Counsel
653 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attn: Thomas J. Faughnan
Principal Deputy County Counsel
Property Division

17. **Licenses, Permits, and Fees.** CONTRACTOR shall obtain all permits and licenses as may be required by this Agreement.

18. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement nor any portion shall be assigned by CONTRACTOR without prior written consent of SFVCOG.

19. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

20. **Indemnification.** CONTRACTOR agrees to indemnify, defend, and hold harmless SFVCOG and its Members, and their respective elective or appointive officials, boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with negligent or wrongful conduct by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR excepting only liability arising from the sole negligent or wrongful conduct of SFVCOG. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

21. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Superior Court.

22. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

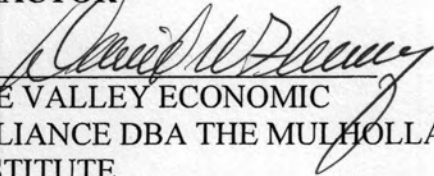
23. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

24. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

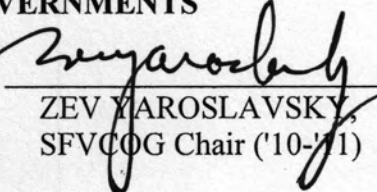
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONTRACTOR

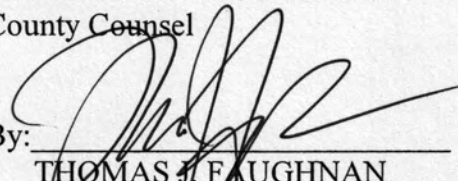
By: 
THE VALLEY ECONOMIC
ALLIANCE DBA THE MULHOLLAND
INSTITUTE

**SAN FERNANDO VALLEY COUNCIL OF
GOVERNMENTS**

By: 
ZEV YAROSLAVSKY,
SFVCOG Chair ('10-'11)

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: 
THOMAS J. FAUGHNAN
Principal Deputy County Counsel

APPROVED AS TO FORM:

CARMEN A. TRUTANICH
City Attorney

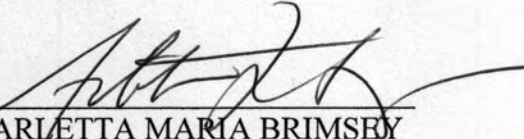
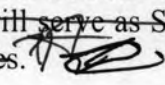
By: 
ARILETTA MARIA BRIMSBY
Deputy City Attorney

EXHIBIT A
SCOPE OF SERVICES

The purpose of the creation of the SFVCOG is to enable the Members to voluntarily engage in cooperative local and regional planning and the coordination of government services and responsibilities so as to assist the Members in the conduct of their affairs; to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on a Valley Area and regional basis; and to coordinate implementation programming.

The CONTRACTOR shall serve as the Executive Director and will function as staff to the Board of Directors in fulfilling these goals. ~~The Los Angeles City Clerk's Office will serve as Secretary to the Board and work with the Executive Director to fulfill clerical responsibilities.~~ 

Specifically, the Executive Director will have the following responsibilities:

- work with City Managers and executive staff representatives of the City of Los Angeles and County of Los Angeles to develop and present proposed SFVCOG programs and priorities for Board approval;
- lead the implementation effort for SFVCOG programs and priorities;
- facilitate development of Annual Work Program; develop and coordinate efforts to achieve work program projects/activity priorities as approved by the Board of Directors;
- lead an effort to seek grants and other revenue to implement the program and priorities of the SFVCOG;
- serve as SFVCOG liaison to the Southern California Association of Governments;
- act as principal SFVCOG liaison to federal, state, other regional, and local agencies and staff to further established SFVCOG programs and priorities;
- provide assistance/guidance to the Chair of the Board of Directors, any Committee Chairpersons and committees/working groups as necessary to ensure that the various committee activities are coordinated and completed;
- oversee development and operation of SFVCOG communications, including a web page;
- attend annual League of California Cities COG meeting in Sacramento, California; and
- utilize his/her own vehicle, office, cell phone, computer and software for SFVCOG business.
- carry out the functions and duties of the SFVCOG Secretary, if so designated by the SFVCOG Board, including compliance with all notice and agenda posting requirements of the Ralph M. Brown Act (Government Code section 54950, et seq.), as it now exists or may hereafter be amended.

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT is made this ___ day of _____ 2011, by and between the THE VALLEY ECONOMIC ALLIANCE doing business as THE MULHOLLAND INSTITUTE ("CONTRACTOR") and ROBERT L. SCOTT ("SCOTT") relative to the SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("SFVCOG").

RECITALS

The following recitals are a substantive part of this Agreement:

- A. SFVCOG is desirous of obtaining services necessary to professionally manage the activities and programs of the organization with SCOTT as its Executive Director; and
- B. CONTRACTOR has staffing and facilities capable of accommodating SCOTT and SFVCOG's joint activities, meetings and operations;
- C. CONTRACTOR responded to a Request for Proposal ("RFP") from SFVCOG, in which CONTRACTOR proposed to subsidize early-stage operating expenses and provide logistic support as set forth in the RFP, which proposal was accepted and adopted by the SFVCOG on January 13, 2011.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth, the parties mutually agree as follows:

1. **Term of Agreement.** This "Supplemental Agreement" concerns, and shall be subject to and subordinate to an agreement "Prime Agreement" made concurrently between CONTRACTOR and SFVCOG, which is incorporated by this reference herein. Performance hereunder shall commence, terminate or be renewed as set forth in said Prime Agreement, and as approved by the SFVCOG Board of Directors ("Board") from time to time.

1.1 **Termination.** SFVCOG shall have the right to terminate the Prime Agreement, with or without cause, by giving CONTRACTOR thirty (30) days' written notice of termination, with like notice to SCOTT from CONTRACTOR; which action shall also terminate this Supplemental Agreement. CONTRACTOR or SCOTT shall have the right to terminate this Supplemental Agreement, with or without cause, by giving all parties one hundred twenty (120) days' written notice of termination. Upon receipt of a termination notice, CONTRACTOR and SCOTT shall: (1) promptly discontinue all services on the termination date (unless the notice directs otherwise); and (2) promptly deliver to SFVCOG all documents, files, data, reports, and such other information and materials as may have been accumulated by CONTRACTOR and SCOTT in performing the Agreement, whether completed or in progress. CONTRACTOR and SCOTT shall be entitled to reasonable compensation for the services they perform up to the date of termination. In the event of termination of the Prime Agreement or this Supplemental Agreement for any reason, SCOTT shall be given the first option and opportunity to function independently and to negotiate a continuation of the Prime Agreement directly with the SFVCOG, without further intervention, assistance or fee by CONTRACTOR.

2. **Services to be Provided.** The services to be provided hereunder shall be as set forth in Exhibit A attached to the Prime Agreement and incorporated herein by this reference. The services to be performed pursuant to this Supplemental Agreement shall be performed solely at the direction of the SFVCOG Board, and CONTRACTOR or SCOTT shall take no action or position on behalf of SFVCOG without prior consultation with the SFVCOG Board.

3. In performing this Supplemental Agreement SCOTT, as Director of the Mulholland Institute of The Valley Economic Alliance, will be solely guided by and accountable to the Board of Directors of the SFVCOG. In the event of conflicts of issues, policies or activities, SCOTT shall in all cases defer to the SFVCOG and its members.

4. The SFVCOG will have full access to CONTRACTOR's Sherman Oaks facilities: lobby signage, reception, answering, mailing address and services, BFG Boardroom, Alliance Conference Rooms, galley, office supplies and stationery appropriate for the SFVCOG, office equipment, support services, with desk and work space if and when reasonably necessary.

5. The SFVCOG will be provided with ready access to valley-wide resources, organizations, facilities, civic and community networks; Executive Director staffing with reserve/backup for all activities, advocacy, research and policy development. Logistics include: access to networks, libraries and existing data, reception, answering, clerical, file and work space as needed from time to time, office supplies, website, email and communications services.

6. **Compensation.** SCOTT shall be compensated as follows:

6.1 **Amount.** Compensation to SCOTT under these combined agreements for performance of those services described in Exhibit A shall total \$ 6,250.00 per month for the term of these combined agreements, and any extensions thereof. This amount represents \$4,000.00 paid to and through CONTRACTOR by SFVCOG, and \$2,250.00 subsidy paid by CONTRACTOR, until such time as the SFVCOG Board determines it has sufficient funds to compensate the Executive Director without CONTRACTOR subsidy. Additional services shall be performed only if approved by the SFVCOG Board in advance and shall be compensated to SCOTT and staff through CONTRACTOR at the rate of \$150.00 per hour for the Executive Director and \$75.00 per hour for clerical work. These amounts shall pass through without discount or fee to CONTRACTOR.

6.2 **Payment.** Payment shall be made per monthly invoice from SCOTT on the first day of each month. SCOTT shall simultaneously render a monthly statement to SFVCOG on behalf of CONTRACTOR, and monitor payments hereunder.

6.3 **Expenses.** Reimbursement to SCOTT for expenses incurred in the performance of services under the Prime Agreement shall not exceed \$750 per month for the term of these combined agreements, and any extension thereof, without prior written approval of the SFVCOG Board. Expenses shall be reimbursed without mark-up. Expenses for vehicle, office, cell phone, computer and software for SFVCOG business are a part of the Scope of Services as set forth in Exhibit A and are not reimbursable pursuant to this Agreement. Expenses for travel outside the Los Angeles metropolitan area must be approved in advance by

SFVCOG. Expenses shall be enumerated in CONTRACTOR's and SCOTT's monthly invoices. These amounts shall pass through without discount or fee.

6.4 **Subsidies.** CONTRACTOR has agreed to help reconcile the significant demands and limited budget of the SFVCOG RFP by making cash and in-kind contributions to assist in the early stages of the SFVCOG's development. The parties anticipate working with the SFVCOG toward its self-sufficiency. The total annual operating budget presented by CONTRACTOR for the project in this first stage is \$90,000. \$15,000 of the total represents a fee to compensate CONTRACTOR for facilities and administration, which will be waived as an in-kind contribution until the SFVCOG has sufficient revenues to cover such costs. \$75,000 of total represents compensation for the part-time Executive Director position; \$48,000 of which is a pass-through payment from the SFVCOG; and \$27,000 of which is an early-stage subsidy from the CONTRACTOR, covering the differential between the personnel portion of the SFVCOG budget and the amount necessary to compensate an Executive Director of the caliber necessary to handle the programming of the SFVCOG as described in the RFP, CONTRACTOR's proposal and in the governing Joint Powers Agreement.

7. **Professional Standards.** SCOTT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Supplemental Agreement.

8. **Time of Performance.** SCOTT shall complete all services required hereunder as and when directed by SFVCOG. SFVCOG in its sole discretion may extend the time for performance of any task or service.

9. **Notices.** All notices shall be personally delivered or mailed to the CONTRACTOR at the address listed below and the SFVCOG at the time notice is given. These addresses shall be used for delivery of service of process.

a. Address of SCOTT is as follows:
Civic Center Group
23679 Calabasas Rd. # 507
Calabasas, CA 91302

b. Address of CONTRACTOR is as follows:

The Valley Economic Alliance dba Mulholland Institute
5121 Van Nuys Boulevard, 2nd Floor
Sherman Oaks, CA 91403
Attn: Ron Wood, President and CEO

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONTRACTOR

By: _____
THE VALLEY ECONOMIC
ALLIANCE DBA THE MULHOLLAND
INSTITUTE

ROBERT L. SCOTT

By: _____
ROBERT L. SCOTT
an Individual



San Fernando Valley Council of Governments

A JOINT POWERS AUTHORITY

5121 VAN NUYS BOULEVARD 2ND FLOOR • SHERMAN OAKS CA 91403
818-712-9500 FAX 818-712-9182 • EMAIL: INFO@SFVCOG.ORG

Board of Directors Meetings

FY 2012-2013

Thursday July 12, 2012 10:00 am 14410 Sylvan St Van Nuys CA
Thursday September 13, 2012 10:00 am 14410 Sylvan St Van Nuys CA
Thursday November 08, 2012 10:00 am 14410 Sylvan St Van Nuys CA
Thursday January 10, 2013 10:00 am 14410 Sylvan St Van Nuys CA
Thursday March 14, 2013 10:00 am 14410 Sylvan St Van Nuys CA
Thursday May 09, 2013 10:00 am 14410 Sylvan St Van Nuys CA

Technical Advisory Committee Meetings

FY 2012-2013

Thursday August 09, 2012 3:00 pm 5121 Van Nuys Bl Sherman Oaks CA
Thursday October 11, 2012 3:00 pm 5121 Van Nuys Bl Sherman Oaks CA
Thursday December 13, 2012 3:00 pm 5121 Van Nuys Bl Sherman Oaks CA
Thursday February 14, 2012 3:00 pm 5121 Van Nuys Bl Sherman Oaks CA
Thursday April 11, 2012 3:00 pm 5121 Van Nuys Bl Sherman Oaks CA
Thursday June 13, 2012 3:00 pm 5121 Van Nuys Bl Sherman Oaks CA

Special Events

FY 2012-2013

Valley Philanthropy Conference - SPA-2

Wednesday November 14, 2012 8:30 am Valley Presbyterian Hospital
Fleming Health Education Ctr 15107 Vanowen St Van Nuys CA

Valley Mobility Summit 2012

Monday October 22, 2012 9:00 am Hyatt Regency Valencia CA
Grand Ballroom Meeting Center 24500 Town Center Drive Valencia CA

Advisory Steering Committee

Ad Hoc - Call of the Chair

Transportation Task Force

Ad Hoc - Call of the Transportation Chair

Civic Leadership Council

Ad Hoc - Call of the Executive Director