

**SAN FERNANDO VALLEY
COUNCIL OF GOVERNMENTS**

A Joint Powers Authority

**BOARD OF DIRECTORS
MEETING AGENDA**

Thursday, July 12, 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 Mario Hernandez, 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@sfvkog.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 April 12, 2012 Board of Directors Minutes.
Requested Action: Approve Minutes
6. ANNUAL BUDGET— [Moved to Regular Agenda]
Requested Action: [See Below]
7. WORK PROGRAM FY 2012-2013 - Updated
Requested Action: Adopt Revised Work Program
8. CALENDAR OF BOARD MEETINGS FY 2012-2013 - Bi-monthly
Requested Action: Revise the schedule of regular meetings of the Board of Directors from quarterly to bi-monthly
9. METRO ROUND 3, "TRANSIT ORIENTED DISTRICT" PLANNING GRANT
Requested Action: Unified application/response to RFP for planning grant managed through the SFC COG and affiliates

REGULAR CALENDAR

The Board of Directors may take action on the following items

10. ANNUAL BUDGET — Review Alternative Budgets "A" and "B"; Approval of Annual Budget.

Requested Action: Approve Alternative A or Alternative B Annual Budget

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

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

12. CHAIR'S REPORT

Updates, remarks and recommendations from the Chair of the Board

13. CHAIR'S APPOINTMENTS - Report opportunities and selections

- a. Metro Technical Advisory Committee Alternate - Nomination
- b. Metro Streets & Freeways Subcommittee Member - Nomination
- c. Metro Streets & Freeways Subcommittee Member - Nomination
- d. Leagues of Cities, Los Angeles - Board of Directors - Report

14. EXECUTIVE DIRECTOR'S REPORT

Report from the Executive Director regarding activities, developments and correspondence

Requested Action: Discuss, agendaize or receive and file.

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

Requested Action: Approve seed funding for event. Continued support, participation and promotion by SFV COG members. Approve total project budget expenditures up to the amount of revenues received, including reimbursement of expenses advanced

- b. CAPACITY BUILDING: FUNDERS SUMMIT — Event to cultivate increased philanthropic awareness of the region and an increase in per capita share of resources

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

15. "MEASURE R" EXTENSION FORUM — The Valley Perspective

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

16. 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

17. ORANGE-GOLD LINE CONNECTION - Public transportation link between the San Fernando and San Gabriel Valleys

Requested Action: Position Paper supporting funding for a substantial public transit connection between the North Hollywood Red Line Station, Bob Hope Airport, and the Gold Line light rail system

18. AIR QUALITY MANAGEMENT PLAN - Briefing from SCAQMD

Requested Action: Receive and File

19. INCREASED BIKE RACK CAPACITY ON BUSES - Position Paper

Requested Action: Position Paper supporting increased bicycle rack capacity on Metro buses and BRT

20. COUNCILS OF GOVERNMENTS - METRO AREA — Best practices, programming and resource development

Requested Action: Discuss/adopt and authorize the executive director to initiate programs and practices

21. MANAGEMENT SERVICES AGREEMENT - Changes to Management Services Agreement FY 2012-2013 - Funding Alternatives

Requested Action: Modify Management Services Agreement; consider alternative arrangements in light of changes in funding opportunities

22. DUES AND DUES ASSESSMENT - (Continued from April 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

23. VOTING MAJORITY - (Continued from April 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

INITIATIVES AND EVENTS

24. TRANSPORTATION COMMITTEE REPORT - Jess Talamantes

- a. Bob Hope Airport Regional Intermodal Transportation Center (RITC) and "Plane-to-Train" Transit-Oriented Development (TOD) Grant Request

Requested Action: Update/discussion/action

- b. Orange Line BRT, grand opening, disposition of Measure R surplus

Requested Action: Update/discussion/action

- c. Metro 2013 Call for Projects, projects of regional significance for SFV COG jurisdictions

Requested Action: Instruct the Executive Director to develop an initial composite list of recommended/requested projects for adoption by the Board of Directors

CLOSING

25. 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

26. GENERAL ANNOUNCEMENTS

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

27. FUTURE MEETINGS — Regular meetings of the SFVCOG Board of Directors and Committees — Calendar

Requested Action: Review and Distribution of 2012 Calendar

ADJOURNMENT

**SAN FERNANDO VALLEY
COUNCIL OF GOVERNMENTS**

A Joint Powers Authority

**BOARD OF DIRECTORS
MINUTES OF THE MEETING**

Thursday, April 12, 2012 – 10:00 a.m.

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MEMBERS

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Supervisor Zev Yaroslavsky, 3rd Supervisorial District, County of Los Angeles
Supervisor Mike Antonovich, 5th Supervisorial District, County of Los Angeles
Mayor Jess Talamantes, City of Burbank
Councilmember Paul Krekorian, 2nd District, City of Los Angeles
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SFVCOG Secretary: Robert L. Scott
Robert L. Scott, Executive Director, San Fernando Valley COG
Byron Shibata, Deputy County Counsel, County of Los Angeles
Arietta Maria Brimsey, Deputy City Attorney, City of Los Angeles

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

1. CALL TO ORDER – Ara Najarian, Chair

The meeting was called to order by Chairman Ara Najarian at 10:22 am

2. ROLL CALL

Quorum established (8 members): Chair, Councilmember Ara Najarian, Vice Chair Councilmember Dennis Zine, Ben Saltsman for Supervisor Yaroslavsky, Jarrod DeGonia for Supervisor Michael Antonovich, Councilmember Marsha McLean for City of Santa Clarita, Councilmember Jess Talamantes for City of Burbank, Councilmember Paul Koretz, City of Los Angeles, CD-5, Phyllis Winger for Councilmember Mitchell Englander, City of Los Angeles, CD-12 and Lisa Schechter joined the meeting after roll call for Councilmember Tom LaBonge, City of Los Angeles, CD-4 (9 members)

Absent: Mayor Mario Hernandez, San Fernando, Councilmember Paul Krekorian, City of Los Angeles, CD-2, Councilmember Tony Cárdenas, City of Los Angeles, CD-6, and Councilmember Richard Alarcón, City of Los Angeles, CD-7

Agenda Item 005

3. LEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice-Chair Zine.

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 filing 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.

Peter McCarty addressed the Board on the I-5 Economic Development Plan that could result in an estimated 3,000 to 4,000 jobs; spoke on the DWP Feed-In Tariff, and addressed the importance of the organization's education agenda. There has been a recommendation for Holmes Middle School which has developed a very effective program with teachers, parents and elevated every level of the grades.

Carolyn Casavan of the San Fernando Valley Green Team addressed the Board stating the completion of several workshops and conferences on energy efficiency and water conservation last year. There are three upcoming events: (1) an Energy Efficiency workshop for hospitals and medical facilities; (2) an Energy Efficiency workshop for small business; (3) working on the 2nd Annual Valley Green Building Education Conference with the CSUN Institute for Sustainability. The Valley Green Team is very interested in continuing to work with staff.

In speaking with the Valley Green Team, Mr. Scott noted the Board may want to take some leadership in the public/private partnership area and be given more opportunities to participate in the Green Building Taskforce. The COG will be listed as a co-sponsor of their upcoming event, and Director Scott will participate in the panels.

Chair Najarian requested Mr. Scott research and report back levels of involvement for consideration by the Board and include information of what the South Bay Council of Governments is doing regarding sustainability and public/private partnerships. Decide what level the SFV COG might wish to get involved, policy endorsements or grants.

CONSENT CALENDAR

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

Requested Action: Approve Minutes

On Motion of board member Talamantes, seconded by board member Zine (with Councilmember McLean Abstaining), the minutes of the January 12, 2012 meeting were approved.

6. FINANCIAL REPORTS – Review summary financial reports

Requested Action: Receive and file

On Motion of board member Talamantes, seconded by board member Zine, this item was approved, without objection. Board member McLean abstained having not been present at the prior meeting.

REGULAR CALENDAR

The Board of Directors may take action on the following items

7. CHAIRMAN'S REPORT

Updates, remarks and recommendations from the Chairman of the Board.

Chair Najarian welcomed Councilmember Marsha McLean representing the City of Santa Clarita for this meeting and possibly future meetings, replacing Mayor Laurie Ender, and congratulated the City of Santa Clarita on their approval from the Los Angeles County Local Agency Formation Commission which entitled them to annex several unincorporated adjacent areas. In land area, they will become the third largest City in Los Angeles County, moving the City of Glendale to fourth position.

Chair Najarian reported the following:

The Steering Committee have been successful in their regular meetings giving an opportunity to focus the issues best discussed at the COG level.

8. CHAIRMAN'S APPOINTMENTS – Report opportunities and selections

a. Metro Technical Advisory Committee – Nominations/Appointments

Robert Newman was appointed by the Chair to represent the SFV COG on Metro's Technical Advisory Committee. He is the current Public Works Director for the City of Santa Clarita, and the Chair believes he "will represent the COG well." Board member Talamantes inquired and ultimately concurred with the appointment.

b. Metro Streets and Freeways Subcommittee – Nominations/Appointments

The Metro Streets and Freeways Subcommittee also has a member and alternate position available to the SFV COG. These are best suited to staff of member jurisdictions. There have been no applications or nominations to date. Recommendations should be submitted in writing to Mr. Scott within 10 days (April 23, 2012)

c. Leagues of Cities, Los Angeles – Board of Directors

Board members Talamantes and McLean both reflected interest in representing the SFV COG by serving on the Board of Directors of the League of Cities. Their interest was acknowledged by the chair. Further nominations will be held open until April 23, 2012. Any additional recommendations are to be submitted in writing to the Executive Director Scott.

d. SCAG – Energy & Environment Committee

Glendale Council Member Rafi Manoukian is being appointed to represent the SFV COG on SCAG's Energy and Environment Committee

Mr. Scott reported that Laurie Ender has been serving on SCAG's Community Economic & Human Development Committee – A letter from the City of Santa Clarita was requested to indicate an official withdrawal of Laurie to the SFVCOG effective April 24, 2012. Once received the position will be open to Members interested to submit their written interest to Mr. Scott within 10 days of receipt of the letter.

Council member Jess Talamantes remains as SFV COG representative to the SCAG Transportation Committee

9. EXECUTIVE DIRECTOR'S REPORT

Report from the Executive Director regarding meetings, developments and correspondence

Requested Action: Discuss, agendaize or receive and file

Robert Scott, Executive Director reported the following:

- Relationships with organizations within the region, and how vital it is in these difficult times to develop private/public partnerships.
- During a Steering Committee meeting, board member Krekorian offered to put back together the Valley Caucus of the Los Angeles City Council members, to have them meet on a more regular basis in order to provide cohesiveness on ideas. Both board members Krekorian and LaBonge have indicated interest in bringing the Valley L.A. City council members together. It was noted that the east-west Orange Line was delayed by decades because Valley leaders couldn't agree on a single consensus concept.
- Redevelopment Agencies and CRAs are still pending termination. Scott recommended the SFV COG assist in creating a new model for successor agencies. There was a special meeting called to support a short-term extension of CRAs under SB659, however due to a lack of a county board member the quorum of the meeting was not met.

Subsequently, the substance of the issue was cast in a position paper drafted and circulated to the board by the Executive Director. Two board members registered objections. Accordingly, the position paper was nullified and not adopted.

- Important Items for the next meeting will be:
 - Elections of officers,
 - Proposed budget for the 2012-2013 Fiscal Year
 - Presentation of a revised work program
 - Annual update financial statements
- The Advanced Education Coalition continues to meet.
- There was a letter received from the President of Pierce College regarding the 51st Agricultural District's Valley Fair. Board member Zine noted that the position of President of Pierce College changes constantly. There may be a need to go directly to the Community College Board of trustees for consistency in location. Councilmember Zine will spearhead a meeting with Board members. Councilmember Koretz will assist. Set a meeting with the college board - work with Koretz and happy to help.

10. MANAGEMENT SERVICES AGREEMENT – Annual Renewal of Management Services Agreement through February 28, 2013.

Requested Action: Ratify extension of Management Services Agreement with the Valley Economic Alliance dba Mulholland Institute including the services of Executive Director Robert L Scott; authorize the Treasurer/Fiscal Agency to issue payments in due course when invoiced without further approval, unless and until otherwise notified by the Chairman Board of Directors.

Mr. Scott noted the management services contract with The Valley Economic Alliance dba Mulholland Institute contract requires the SFV COG board to review and approve the contract every year up to 2015. This gives the board an opportunity to ratify the contract if needed.

Ron Wood, President and CEO of The Valley Economic Alliance addressed the board. He stated that the Alliance is committed to support the board to the degree that they can, but need relief on the "cash component" of \$2,250 subsidy per month going forward. He indicated that they only committed for the first year, "which has come and gone." The deficit is funded out of their balance sheet not from their cash flow, and as it stands they are only prepared to fund it through June 2012. He asked that we work together to close the gaps, stating that the Alliance has fulfilled its commitment. As a good faith gesture, the contract payments have been extended for an additional four months through June 2012.

Ben Saltsman requested clarification on date of review of agreement and authorization of payments. It is recommended, without objection, that the contract renewal be introduced in January of each year in order to coincide with the language of the contract.

Lisa Schechter joined the meeting as alternate for board member Tom LaBonge. Board members Zine, Talamantes and Najarian complemented Mr. Scott on his work, skills and capabilities in managing and bringing the SFV COG to this point.

On Motion by board member Zine, after discussion, and by acclamation, the existing agreement was ratified and authorized the Treasurer/Fiscal Agent to issue payments within the agreement to the Valley Economic Alliance dba Mulholland Institute in the amount not to exceed \$12,000 on a quarterly basis without further approval of the Chairman of the Board.

11. DUES AND DUES ASSESSMENT – Initiate a process to amend the Joint Powers Agreement of the SFVCOG to delegate power to the Board of Directors to make future dues determinations; In order to make the SFVCOG self sufficient, and to provide additional resources for administration and programming, increase the dues-based contribution from larger members of the SFVCOG 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 SFVCOG to delegate power to the Board of Directors to make future dues determinations; develop and circulate a revised dues structure that would increase the dues-based contribution from larger members of the SFVCOG to levels more consistent with those provided to other councils of governments in the region; propose a revised budget.

Mr. Scott sought board direction to remove dues from the Joint Powers Agreement, and have the power revert to the SFV COG board itself, allowing this board to make its own decisions. He suggested that the next step might be to raise the annual dues on the County of Los Angeles to \$30,000 per supervisorial district, and to \$10,000 per Los

Angeles City Council District. With the current structure, each city council district is paying \$1,429 per year. The concern of adding dues through new members is that each would be endowed with veto power under the current voting structure.

Jarrod DeGonia for board member Antonovich expressed objection to the proposed change at this time, and to the appropriateness of raising the county's dues.

Board member Zine, observed that this would be a tough sell to the Los Angeles City Council in these austere times.

Ben Saltsman for board member Yaroslavsky stated that there were a number of factors to consider and the change in direction would not be supported by the 3rd District.

There was general consensus on looking for alternatives for fundraising such as the Mobility Summit, and recruiting additional dues-paying members.

On Motion by board member Zine, seconded by board member Talamantes, after discussion, this item was continued to the next meeting for further exploration on other sources of funding/revenue. After discussion, on motion of board member

12. VOTING MAJORITY – Initiate a process to amend the Joint Powers Agreement of the SFVCOG 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

Mr. Scott suggested that the SFV COG either have the Joint Powers Agreement delegate control of the voting structure to the COG board of directors, or at least change it to less than unanimous to avoid always allowing any one member to have absolute veto power.

On Motion of board member Zine, seconded by board member DeGonia, this item was continued to the next meeting to allow for further exploration and consideration of the structure.

13. TRANSPORTATION COMMITTEE REPORT – Jess Talamantes

The Transportation Task force has had two meetings since board member Talamantes' appointment. The first meeting was well attended as there was a presentation by Mr. Don Sepulveda regarding rail systems and the SCAG RTP/SCS.

The second meeting was to encourage all the member agencies to engage in the Task Force. Start thinking regionally. Members of the SFV COG need to consider the Metro Call for Projects, the Long Range Transportation Plan, and look at what priorities the Task Force may want to highlight as we build the "Valley Mobility Matrix."

- a. California High-Speed Rail to the San Fernando Valley Revised Plan

Requested Action: Update/discussion/action

There are growing concerns regarding the rising cost and ever-changing business plan for the proposed high-speed rail system. There are a number of alternatives and political issues under consideration.

- b. Bob Hope Airport Regional Intermodal Transportation Center (RITC) and “Plane-to-Train” Transit-Oriented Development (TOD) Grant Request

Requested Action: Update/discussion/action

The bidding was successful due to the lowering of costs.

- c. Orange Line BRT, early completion, disposition of Measure R surplus

Requested Action: Update/discussion/action

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

Mini call for projects is recommended

Requested Action: Instruct the Executive Director to develop an initial composite list of recommended/requested projects for adoption by the Board of Directors

- e. Valley Mobility Summit 2012 October – Venue City of Santa Clarita

Requested Action: Update/discussion/action

The RTP was adopted April 4, 2012 appointing the new Chairman of SCAG Gwen Becerra, Simi Valley Council Member.

Mr. Scott introduced Mr. Steve Fox from SCAG who presented a Power Point presentation on the RTP/SES and responded to questions posed by the Board.

Bart Read of the Transit Coalition addressed the Board and noted issues his students have found regarding transportation and the need for 3-rack bike racks on the buses. He submitted letters to the Board to increase stops within San Fernando Valley.

Jano Baghdanian addressed the Board regarding the City of Glendale Traffic/Transportation Agency for the City of Glendale and asked for support for a connection from Orange County to San Fernando Valley.

Orange line to Glendale, Pasadena and Burbank is the missing link between the Gold and Orange lines—connecting at Red Line station—whether BRT, light rail, or something else.

Jarrod DeGonia for Supervisor Antonovich recommended a Micro and Macro Vision The SFV COG should support the Orange Line to Gold Line connection—and begin by using the North-South segment Orange line surplus.

14. REPORT/DISCUSSION PERSONAL RAPID TRANSIT

Requested Action: Receive and file

On Motion after discussion, of Councilmember Zine, seconded by Jeff Ebenstean for Councilmember Koretz, instructed the executive director to look at the San Fernando Valley Mobility Action Committee to established and look at developing two matrices a more valley mobility matrices.

15. CAPACITY BUILDING: FUNDERS SUMMIT – Event to cultivate increased philanthropic awareness of the region and an increase in per capita share of resources.

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

Mr. Scott reported the Funders Summit is still on track. No further discussion was taken.

16. COMMUNICATIONS – Update by Greg Simay, Manager, Burbank Engineering Dept. – Interoperable Communications in the LA Region

Requested Action: Discuss and consider inter-jurisdictional recommendation.

LA-RICs is a policy making board, and there are grant monies in play. We need to try to maintain the alliance between the three constituencies.

Countywide radio and data system — funding priorities need to be redirected, channels are being terminated in 2022, it's the old UHF which is attractive to buyers — Being moved to D-Block broadband spectrum will need 50% to 100% more sites. Need to select a vendor and facing delay with a federal moratorium. Need to extend or re-direct deadline — independent cities want to have say in how. Glendale and Burbank invested \$17:1 federal in Isis that is a working system. If property tax were used it would be \$6-7 per \$1,000 value, so there is not much chance for funding. We need all cities to sit at the table look at resources and look at the one system that is already in operation.

The executive director was instructed to maintain communications with LA-Rics, regarding interoperable Communications in the LA Region.

17. ITEMS FOR FUTURE AGENDA

Discuss/action changing meetings of the Board of Directors from quarterly to bi-monthly to better accommodate the number of items before the Board.

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

The item was continued to the next meeting.

18. General Announcements

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

At the request of Mr. DeGonia, placed on an agenda, discussion regarding the 3-rack bike rack on buses. State prohibition.

19. FUTURE MEETINGS – Regular meetings of the SFVCOG Board of Directors and Committees – Calendar

Requested Action: Review and Distribution of 2012 Calendar

ADJOURNMENT – The meeting was adjourned at 12:29 p.m.



SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

WORK PROGRAM

Fiscal Year 2012-2013



SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

WORK PROGRAM

Regional Perspective

Convened in July 2010, the San Fernando Valley Council of Governments is a joint powers authority serving the San Fernando and Santa Clarita Valleys. The jurisdictions represented include the cities of Burbank, Glendale, San Fernando Valley portion of the City of Los Angeles, San Fernando, Santa Clarita, and adjacent unincorporated Los Angeles County areas of the two valleys. Together these jurisdictions cover over 450 square miles and are home to 2.1 million residents¹ making it the fifth largest unified metropolitan region in the United States

The SFV COG was formed to bring together San Fernando and Santa Clarita Valley cities, communities, and the County of Los Angeles, to collaborate in unprecedented ways on issues that affect these two populous valleys. They have not previously had a structure to focus specifically on their unique region of Southern California. The SFV COG serves as the forum for cooperative regional decision making.

Goals

- Establish an agency to jointly conduct studies and projects designed to coordinate and improve common governmental responsibilities and services on a regional basis.
- Explore areas of inter-governmental cooperation and coordination of government programs. Provide recommendations and solutions to problems of common and general concern to Members.
- Assist in planning and voluntary coordination in the greater San Fernando and Santa Clarita valley areas of Los Angeles County.
- Provide a regional planning component for Metro/Los Angeles County Metropolitan Transportation Authority, for the Southern California Air Quality Management District, along with other local state and federal planning and implementation agencies.
- Coordinate activities with the Southern California Association of Governments: Strategic Plan, Regional Transportation Plan, Overall Work Program, Compass Blueprint, Regional Comprehensive Plan, Sustainable Communities Strategies, Regional Housing Needs Assessment and transportation-related portions of local air quality management plans.

¹ Estimates derived from: State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State, 2001-2009, with 2000 Benchmark. Sacramento, California, May 2009; San Fernando Valley Economic Research Center, CSUN (2010); and Mulholland Institute

INTRODUCTION TO THE FISCAL YEAR 2012-2013 WORK PROGRAM

This document identifies the work to be initiated or continued during the fiscal year of July 1, 2012 through June 30, 2013 (FY 2012-2013). It discusses the planning priorities, the needs of the region, and the specific programs to meet those needs. It serves as a management tool for SFV COG, its policy committees, working groups, and staff. It additionally provides local agencies with a focal point for improving regional coordination and reducing duplication of work efforts at all levels.

Objectives

1. Work to assure "Geographic Equity" in transportation and infrastructure for the SFV COG region.
2. Promote "Public Private Partnerships" to assist local governments in economic and community development. Seek new and innovative solutions tapping into emerging technologies and practical approaches to sustainability.
3. Identify "Best Practices" and seek out partnership opportunities with organizations, agencies and councils of governments in the Los Angeles area.
4. Work with members to develop funding, grants and subventions available to the SFV COG. Undertake fundraising activities and events, and cultivate private-sector partners.
5. Facilitate strategies and partnerships for implementation among jurisdictions, and with private sector and community resources.
6. Develop legislative priorities and strategies that further the advancement of projects adopted and supported by the SFV COG.
7. Develop cross-jurisdictional, inter-agency collaboration focused on vitalizing the area's economy and offering opportunities to broaden the base of prosperity.
8. Establish and facilitate aggressive and entrepreneurial committees: Technical Advisory Committee (TAC), and Civic Advisory Panel (CAP).
9. Seek additional opportunities and resources by reconciling existing reports, plans and expertise, including: the *Los Angeles County Strategic Plan for Economic Development*, and the *Interstate-5 Corridor Economic Development Plan*.
10. Initiate implementation of SFV COG goals when and where practical, determining activities realistically, based on available resources and capabilities.
11. Convene policy committees and forums as needed to develop positions and programs in various categories.
12. Build consensus across jurisdictions and among agencies on goals and objectives.

Detailed Work Elements

Legislative Objectives

Assure "Geographic Equity" for the region, expediting transportation and infrastructure projects in the greater San Fernando and Santa Clarita Valley region; this including funding from Measure R, Propositions A and C, and any locally "blended" components of the California High-Speed Rail project.

Maintain legislative process, agenda and advocacy program to further the goals and objectives of the SFV COG.

Advocate for legislation that will have a positive effect on the two valleys in priority categories as addressed by the SFV COG:

1. Transportation and Transit
2. Environment and Quality of Life
3. Energy
4. Infrastructure and Utilities
5. Regional Stewardship and Planning
6. Higher Education, Careers and Workforce
7. Economic Development
8. Housing and Community Development

Planning for Economic Development in Regional Corridors

- Facilitate an education and economic workgroup with emphasis on jobs and career development
- Support implementation of Los Angeles County Strategic Plan for Economic Development as adopted
- Support the Interstate-5 Corridor Plan.
- Monitor and coordinate economic development and congestion relief along the US-101 Corridor.

Transit & Transportation Planning

- Maintain the SFV COG Transportation Task Force.
- Develop and maintain a Valley Mobility Matrix that focuses on the transportation needs of the region.
- Optimize mobility based upon interconnecting networks that address the needs of the region. Include strategies to connect valley origins and destinations, maximizing intra-valley mobility as well as optimizing connections to destinations throughout Southern California.

- Cultivate centers, transit oriented districts and clusters of destinations. Balance amenities and attractions to minimize travel demand using pedestrian-oriented approaches, radial studies and gravity models.
- Evaluate advanced transportation concepts and alternatives for highways, freeways, parkways and surface street enhancement.
- Promote I-405, Sepulveda Pass, and US-101 mobility plans
- Relieve congestion on the regional arteries by promoting the efficient deployment of transportation resources.
- Assure that High-Speed Rail lines are efficient and effective and that "blended" approaches result in equitable solutions.

Environment & Natural Resources

Coordinate with the SCAQMD and the Southern California Association of Governments on the SFV COG's role in implementation of AB 32 and SB 375. Monitor developments in alternative energy technologies and infrastructure.

Public Information & Involvement

Coordinate with relevant agencies to gather census data, information and statistics for the SFV COG region pursuant to city and county resolutions, Government Code Section 11093, and the San Fernando Valley Census County Division under the US Census Bureau.

Work with regional media in communicating the role and mission of the SFV COG and providing information regarding the region to the wider public.

Regional Forecasting & Policy Analysis

Work with staff, local institutions and organizations in dissemination of information and demographics; trends and forecasts relating to quality of life and economic development in the region.

Coordinate complementary programming among members to act on economic data and implement strategies.

Work Program Development & Administration

Maintain contacts and relationships with:

- Members of federal and state legislative delegations that have jurisdiction over the SFV COG region.
- Government, quasi-governmental and special agencies; and with special districts that have jurisdiction over the SFV COG region.
- NGOs and not-for-profit organizations that are active in, or representative of the SFV COG region.
- Gain appropriate access to grants and projects.

Legislative Process and Agenda

- Develop "Position Papers" for consideration by the board of directors on issues raised by members or of great public interest.
- Monitor developments on matters reasonably related to initiatives and activities undertaken by the SFV COG, its board of directors or contained in the Joint Powers Agreement.
- In the absence of a special meeting, notify all board members in advance of any significant or controversial initiatives, activities or advocacy to be commenced between board meetings. Provide sufficient time and notice for board members to object to any such proposal, allowing them to require that the matter be taken up only at a board of directors meeting.
- Engage the board of directors in the development of public policy positions on relevant issues and legislative objectives.
- Engage the board of directors and develop public policy positions on the following matters:
 - Development of a "Valley Mobility Matrix" to provide strategic vision
 - California Environmental Quality Act (CEQA)
 - California Redevelopment Act (RDA)
 - Regional Housing Needs Assessment (RHNA)
 - AB32 Global Warming Solutions Act of 2006
 - SB375 Sustainable Communities and Climate Protection Act of 2008
- Work with the board of directors to develop overall vision and complementary strategies in policy categories.
- Provide staff services, drafting, research and facilitation for issues raised by individual Members.

Areas of Interest & Opportunity

Areas to be monitored by the SFV COG for possible support and implementation as funds and resources become available.

- In Progress - Memberships and sponsorships - Partnerships and co-sponsorships with credible regional organizations and agencies
- In Progress - Funders conference - co-sponsor with other agencies
- In Progress - Partnering opportunities with neighboring COGs, regions and valleys
- In Progress - San Fernando Valley Fair - New Venue
- "Water Comes to L.A." 100th Anniversary of the Los Angeles Aqueduct
- AB811 implementation program
- In Progress - Service Planning Area 2 - Health District - Monitor Status
- In Progress - *Los Angeles In Context* (2002) - Review Study re: Grants and Subventions
- Convene future working groups.
- In Progress - Valley Green Team and Green Building Task Force
- Revenue Enhancement and Policies Group



San Fernando Valley Council of Governments

Staff Report

REPORT DATE: July 12, 2012	FILE NUMBER: 12-0708	AGENDA ITEM: 008
TITLE: CHANGE IN SCHEDULE - REGULAR BOARD OF DIRECTORS MEETINGS		

ACTION REQUESTED:

Re-schedule regular meetings of the Board of Directors of the San Fernando Valley Council of Governments to occur bi-monthly instead of quarterly. The meetings will continue to take place on the second Thursday of the month at 10 am, and will now be scheduled in odd-numbered months.

BACKGROUND:

Since its initial meeting in July of 2010, the SFV COG Board of Directors has been meeting regularly on a quarterly schedule. This has created hardship in the length of meetings and the amount of business that accumulates. It also precludes timely response to important issues in the absence of special meetings. The intervening gap stifles momentum and follow-through on many important issues and projects.

ANALYSIS:

The chairman and executive director are recommending six rather than four meetings per year, with tighter agendas to accommodate the busy schedules of our board members.

POLICY IMPLICATIONS: This will condense meetings, speed action and improve the work product of the SFV COG.

FISCAL IMPACT: No direct fiscal impact. Moderate additional planning and staffing.

EXPENSE: Nominal increase in the cost of refreshments

ASSIGNED STAFF: R. Scott

Board of Directors Meetings for FY 2012-2013

Jul 12, 2012, Thursday, 10:00 am Valley Municipal Building, 14410 Sylvan St., Van Nuys, CA 91401

Sep 13, 2012, Thursday, 10:00 am Valley Municipal Building, 14410 Sylvan St., Van Nuys, CA 91401

Nov 8, 2012, Thursday, 10:00 am Valley Municipal Building, 14410 Sylvan St., Van Nuys, CA 91401

Jan 10, 2013, Thursday, 10:00 am Valley Municipal Building, 14410 Sylvan St., Van Nuys, CA 91401

Mar 14, 2013, Thursday, 10:00 am Valley Municipal Building, 14410 Sylvan St., Van Nuys, CA 91401

May 9, 2013, Thursday, 10:00 am Valley Municipal Building, 14410 Sylvan St., Van Nuys, CA 91401



San Fernando Valley Council of Governments

Staff Report

REPORT DATE: July 12, 2012	FILE NUMBER: 12-0709	AGENDA ITEM: 009
TITLE: METRO TOD PLANNING GRANT - ROUND 3		

ACTION REQUESTED:

The San Fernando Valley Council of Governments Executive Director intends to prepare and submit a grant application to Metro for funds available under the Transit Oriented Development (TOD) Planning Grant Round 3 opportunity that has been recently announced. Prior to submittal to Metro, staff will coordinate with member jurisdictions to assure a collaborative approach to the pursuit of available funding and to maximize the effectiveness of funding awarded.

BACKGROUND:

Metro has announced 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 is 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 are 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 region-wide 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 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 could 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 would be limited to the amount of grant funds received. No expense would be incurred until grant funds became available.

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

ASSIGNED STAFF: R. Scott



San Fernando Valley Council of Governments Staff Report

REPORT DATE: July 12, 2012	FILE NUMBER: 12-0710	AGENDA ITEM: 010
TITLE: OPERATING BUDGET - FISCAL YEAR 2012-2013		

ACTION REQUESTED:

Review alternative budgets A and B and approve operating budget for FY 2012-2013

BACKGROUND:

The initial budget for FY 2011-2012 was characterized as a "temporary working budget" for the San Fernando Valley Council of Governments (SFVCOG). The founders had discussed a \$250,000 budget, but felt that in an uncertain fiscal environment, a more conservative budget of \$100,000 could be a starting point. Neither of these budgets materialized, and in order to gain county support for the Joint Powers Agreement, "initial" levels for member city/county dues were set in the Joint Powers Agreement at \$10,000 for each and all, regardless of size, population or number of board delegates. The County of Los Angeles has two board members, and the City of Los Angeles has seven board members. The remaining cities each have one board member.

With six member jurisdictions and no other core funding being identified, this limited the initial annual budget of the SFVCOG to \$60,000. Considering an in-kind facilities contribution from The Valley Economic Alliance (VEA), the board reserved \$12,000 of the total amount for general operating expenses. This left \$48,000 for a management services contract with VEA, to include a "part-time" executive director. Up until June 2012, this amount was being supplemented with \$27,000 annually from the VEA toward the \$75,000 cost of the executive director. It has since been determined that the executive director's position requires in excess of forty hours per week to properly accommodate the vast and diverse region represented, the range of tasks, and the number of challenging issues. The "value" of this position is estimated by staff at not less than \$125,000 at this time.

ANALYSIS:

It is recommended that the originally-discussed \$100,000 budget level be set for FY 2012-2013. Due to the protracted process of contracting for an executive director, the SFVCOG realized significant savings in 2010-2011 by not having to pay for staff, which yielded a surplus. As anticipated the June 2012 withdrawal of supplemental funding by the VEA necessitates development of alternative sources to maintain the current level of management services at \$75,000.

In the short term, balances exist that could cover the shortfall for at least 12 months. Supplemental revenue streams are needed to maintain operations and enhance programming. The leadership and staff need to work collaboratively to: 1) develop grants through Metro/MTA, SCAG and other resources that yield administrative and management fees, 2) develop the Valley Mobility Summit into a profit-making event, 3) Seek technical and operational assistance from members, and 4) seek other public and private sources of funding to build the capacity of the SFVCOG.

POLICY IMPLICATIONS: Determines the organization's ability to implement its Work Program.

FISCAL IMPACT: Provides forward-looking guidance for expected revenues and expenditures.

ASSIGNED STAFF: R. Scott

Alternative A - Draft

SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

OPERATING BUDGET - Fiscal Year 2012-2013 - Rev 1

July 1, 2012 through June 30, 2013

REVENUES	REVENUES	EXPENDITURES	BALANCE
Member Dues	60,000		60,000
EXPENDITURES			
Wages & Benefits			
Executive Director, Management Services Contract		48,000	12,000
General Operations			
Office Lease		0	12,000
Office Expense, Postage, Stationery, etc.		2,500	9,500
Printing		2,500	7,000
Computer Supplies		300	6,700
Telephone & Communications		0	6,700
Audit Fees, Fund		2,500	4,200
Travel, Airfare & Accommodations		500	3,700
Travel Per Diem		0	3,700
Parking and Auto		120	3,580
Meeting/Event Support, Logistics, Refreshment and Expenses		2,580	1,000
Membership Dues		1,000	0
League of Cities		0	0
Data and Data Services		0	0
Other Miscellaneous Expenses		0	0
Totals and Year End Balance	\$ 60,000	\$ 60,000	\$ 0

Alternative B - Draft

SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

OPERATING BUDGET - Fiscal Year 2012-2013 - Rev 1

July 1, 2012 through June 30, 2013

REVENUES	REVENUES	EXPENDITURES	BALANCE
Member Dues	60,000		60,000
Revenues from Grants, Events, Sponsorships	40,000		100,000
EXPENDITURES			
Wages & Benefits			
Executive Director, Management Services Contract		75,000	25,000
General Operations			
Office Lease		0	25,000
Office Expense, Postage, Stationery, etc.		2,000	23,000
Printing		5,000	18,000
Computer Supplies		500	17,500
Telephone & Communications		0	17,500
Audit Fees, Fund		2,500	15,000
Travel, Airfare & Accommodations		800	14,200
Travel Per Diem		0	14,200
Parking and Auto		250	13,950
Meeting/Event Support, Logistics, Refreshment and Expenses		5,000	8,950
Membership Dues		1,200	7,750
League of Cities		0	7,750
Data and Data Services		0	7,750
Other Miscellaneous Expenses		7,750	0
Totals and Year End Balance	\$ 100,000	\$ 92,250	\$ 0

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.

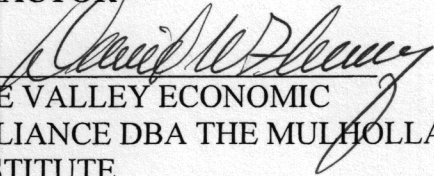
23. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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.

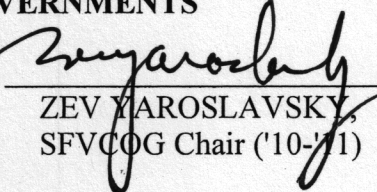
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CONTRACTOR

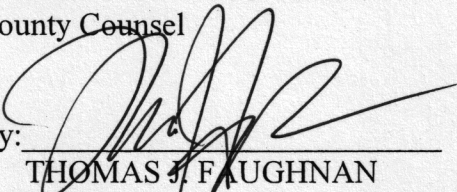
By: 
THE VALLEY ECONOMIC
ALLIANCE DBA THE MULHOLLAND
INSTITUTE

**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

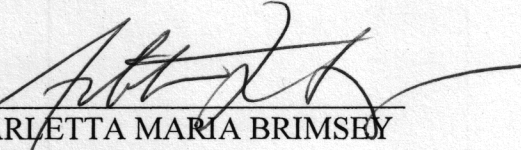
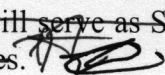
By: 
ARILETTA MARIA BRIMSBY
Deputy City Attorney

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.

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

JOINT POWERS AGREEMENT

AGREEMENT

“SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS”

(A JOINT POWERS AUTHORITY)

This Agreement (“Agreement”) is made and entered into by and between the public entities (“Members”) whose names are set forth in Exhibit A, attached hereto and incorporated herein by this reference (“Eligible Public Entities”), and who have approved and executed this Agreement pursuant to Section 6500 *et seq.* of the California Government Code and other applicable law. Each entity listed on Exhibit A shall become a Member of the San Fernando Valley Council of Governments (“SFVCOG”) when confirmation that this Agreement has been approved by its governing body and the executed Agreement are received by the legal advisors for the San Fernando Valley Council of Governments.

WITNESSETH:

The parties hereto do agree as follows:

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

- A. Historically, the San Fernando Valley (“Valley”) cities of Calabasas, Burbank, Glendale, Los Angeles and San Fernando, and the County of Los Angeles, have worked through The Valley Economic Alliance (“Alliance”) as informal strategic partners, involving elected officials, city managers and other staff; they share common interests with cities in north Los Angeles County, such as the City of Santa Clarita, and collectively have played a valuable role in serving as a forum for the exchange of ideas and information;
- B. However, Valley Area cities and the County of Los Angeles (“Jurisdictions”) wish to develop and implement subregional policies and plans that are unique to the greater San Fernando Valley region (“Valley Area”), and to voluntarily and cooperatively resolve differences among themselves, which requires a more formal structure;
- C. The public interest requires the establishment of an agency to jointly conduct studies and projects designed to coordinate and improve the common governmental responsibilities and services on a Valley-wide and subregional basis through the establishment of a council of governments (“COG”);

- D. The public interest requires that the COG explore areas of inter-governmental cooperation and coordination of government programs, and that it provide recommendations and solutions to problems of common and general concern to its Members;
- E. Each Member is a city or county (“Eligible Public Entities”) established by law with full powers of government in administrative, legislative, financial, and other related fields;
- F. Each Member, by and through its legislative body, has determined that an agency to assist in planning and voluntary coordination, in the greater San Fernando Valley area of Los Angeles County furthers the public interest, necessity and convenience; and
- G. Each Member is listed on Exhibit A hereto as an Eligible Public Entity or has otherwise been determined by the Board of Directors to qualify for membership.

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

Section 3. Name. The name of the said separate legal entity shall be the San Fernando Valley Council of Governments.

Section 4. Purpose and Powers of the SFVCOG.

- A. Purpose of SFVCOG. 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.
- B. Common Powers. The SFVCOG shall have, and may exercise, the following powers:
 - 1. Serve as an advocate in representing the Members of the San Fernando Valley Council of Governments at the regional, state and federal levels on issues of importance to the greater San Fernando Valley region of Los Angeles County;

2. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with local and regional significance;
3. Assemble information helpful in the consideration of problems of interest to the Members;
4. Utilize Member resources or other public or public/private groups to carry out its programs and projects;
5. Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of the local public welfare and improving the administration of governmental services;
6. Assist in coordinating subregional planning efforts and in resolving conflicts among the Members as they work toward achieving planning goals;
7. Build a consensus among the Members to address regional and subregional issues, strategies, policies and programs;
8. Facilitate and coordinate activities for obtaining state, federal and regional grants in support of projects; and as a mechanism to assist in financing the expenditures and activities of the SFVCOG;
9. Make and enter into contracts, including contracts for the services of public/private organizations, managers, researchers, planners, engineers, attorneys and other consultants;
10. Employ agents, officers and employees;
11. Apply for, receive and administer grants, gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any federal, state or local governmental entity;
12. Acquire, construct, lease, manage, maintain, own and operate any buildings, works or improvements;
13. Delegate some or all of its powers to an Executive Director as hereinafter provided;
14. Incur debts, liabilities and obligations and/or issue bonds;
15. Exercise any implied power necessary to implement the express powers provided for in this Section 4; and
16. Sue and be sued.

- C. Exercise of Powers. The SFVCOG shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, and this Agreement. For the purpose of determining the powers of, and the restrictions to be imposed on the SFVCOG in its manner of exercising its powers pursuant to Government Code Section 6509, it is understood and agreed by the Members that the SFVCOG shall have any powers and observe any restrictions imposed upon the City of Los Angeles, a charter city, in the exercise of similar powers, provided however, that if the City of Los Angeles shall cease to be a member, then the SFVCOG shall be restricted in the exercise of its power in the same manner as the City of Glendale, a charter city, or the next most populous Member city.
- D. Reserved Powers. The SFVCOG shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the SFVCOG is one of voluntary cooperation among the Members for the collective benefit of the San Fernando Valley area of Los Angeles County.

Section 5. Members.

- A. Admitting New Members. New Members may be admitted to the SFVCOG upon an unanimous vote of the Board and execution of this agreement, provided that such a proposed new Member is a city whose jurisdiction, or part thereof, lies within or immediately adjacent to any jurisdiction that is a Member of SFVCOG, or that is deemed by the Board of Directors to share common interests with the SFVCOG.
- B. Withdrawal. A Member may withdraw from the SFVCOG by filing written notice of withdrawal with the Chair of the Board.
- C. Dues of Members. The Members of the SFVCOG shall be responsible for the payment to the SFVCOG, annually, of dues. Initial annual dues shall be \$10,000 per Member.
- D. Non-Payment of Dues. If a Member fails to pay dues in a timely fashion, the Member shall be deemed to be suspended from this Agreement and the SFVCOG.
- E. Admission. Admission shall be subject to such terms and conditions as the Board may deem appropriate.

Section 6. Creation of Board of Directors. There is hereby created a Board of Directors for the SFVCOG ("Board") to conduct the affairs of the SFVCOG. The Board shall be constituted as follows:

A. Designation of Board Representatives.

The Members of the SFVCOG shall designate representatives to the Board ("Board Representatives") as follows:

1. The City Council of the City of Los Angeles shall designate one Board Representative from each council district that is located entirely or partially in the San Fernando Valley.
2. The Board of Supervisors of the County of Los Angeles shall designate one Board Representative from each supervisorial district that is located entirely or partially in the San Fernando Valley.
3. The other Members shall each designate one Board Representative from their city council.

B. Designation of Alternate Board Representatives. For each Board Representative designated, one or more of their council/board members or full time staff members of the Member cities or the County Board of Supervisors shall be designated as alternate representative(s) to the SFVCOG Board of Directors ("Alternate Board Representative") pursuant to the Member's own procedures.

C. Eligibility. No person shall be eligible to serve as a Board Representative unless that person is, at all times during the tenure of that person as a Board Representative, a member of the legislative body of one of the appointing Member Jurisdictions; or in the case of an Alternate Board Representative a member of the legislative body or full-time staff member of one of the appointing Member Jurisdictions. The designation of a Board Representative and Alternate Board Representative shall be evidenced in writing to the Chair of the SFVCOG. Should any person serving on the Board fail to maintain the status as required by this section, that person's position on the Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this section and the Member shall be entitled to appoint a qualified replacement.

D. Compensation. Board Representatives and Alternative Board Representatives shall receive no compensation in connection with their service on the SFVCOG.

E. Representation. Notwithstanding the above provisions of this section, the legislative body of each Member may establish a procedure to provide for its representation at a Board meeting by an elected member of its legislative

body in the event that neither the Board Representative nor the Alternate Board Representative are available to attend.

- F. Term. Board Representatives and Alternate Board Representatives shall serve for a period determined by each Member's own procedures.
- G. Board Powers. The Board shall be deemed, for all purposes, the policy making body of the SFVCOG. All of the powers of the SFVCOG, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, or by direction of the Board, shall be exercised by and through the Board.

Section 7. Use of Public Funds and Property. The SFVCOG shall be empowered to utilize for its purposes, public and private funds, property and other resources received from the Members and from other sources. Subject to the approval of the Board of the SFVCOG, the Members shall participate in the funding of the SFVCOG in such a manner as the Board shall prescribe.

Section 8. Board Actions – Meetings. Except as otherwise specifically provided in this Agreement, all actions of the Board shall require unanimity of the Board Members present. There shall be no proxy voting.

- A. Meetings. Regular meetings of the Board shall be held not less than four times a year. Special meetings of the Board may be called by the Chair. The Board shall establish the dates and times of regular meetings of the Board. The location of each such meeting shall be as directed by the Board. All meetings of the SFVCOG shall be called and conducted, and an agenda posted, in accordance with the Ralph M. Brown Act, as applicable, Government Code Section 54950 et seq., as it now exists or may hereafter be amended.
- B. Quorum. A quorum shall consist of the presence of a majority of the Board Representatives, representing a majority of the Members, including at least one Board Representative each from the City of Los Angeles, the County of Los Angeles, and two of the other Member Jurisdictions in good standing with the SFVCOG.
- C. First Meeting. At the first scheduled meeting of the Board, a Board Representative shall be elected to the position of Chair by the Board, and a different Board Representative shall be elected to the position of Vice Chair of the Board. The terms of office of the Chair and Vice Chair elected at the first scheduled meeting of the Board shall continue through the first July 1st of their terms and expire on the second July 1st. Elections to determine their successors shall not be held until the first regular meeting in May preceding the second July 1st. If, during this initial period, there is a vacancy, for any

reason, in the position of Chairperson or Vice-Chairperson, the Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

Section 9. Designation and Duties of Treasurer. The Treasurer of one of the Members shall serve as Treasurer of the SFVCOG for a term of three (3) years. Upon expiration or earlier termination of the term, the Treasurer of the Member whose Board Representative then serves as the Chair of the Board shall serve as the Treasurer for the SFVCOG. Should that person have just served as Treasurer, or otherwise not be available, then the Treasurer of the Member whose Board Representative then serves as Vice Chair shall serve as the Treasurer. The Treasurer shall have charge of the depositing and custody of all funds held by the SFVCOG. The Treasurer shall perform those duties performed by treasurers of Joint Powers Authorities as described in section 6505.5 of the Government Code and such other duties as may be imposed by provisions of applicable law, and such duties as may be required by this Memorandum, or at the direction of the Board.

Section 10. Designation and Duties of Secretary. The Board shall designate a Secretary. The Secretary shall keep a record of all proceedings and perform the usual duties of such office, 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

Section 11. Designation of Other Officers. The Board may appoint such other officers as it deems appropriate and necessary to conduct the affairs of the SFVCOG.

Section 12. Legal Advisors. The offices of the Los Angeles County Counsel and Los Angeles City Attorney shall serve jointly as the legal advisors to the SFVCOG. Each Member's City Attorney and the County Counsel will continue to represent their own jurisdictions on all legal matters within their purview; provided, however, in the event of a potential or actual conflict of interest between the County or the City of Los Angeles on the one hand and the SFVCOG on the other, then the County Counsel or the Los Angeles City Attorney (whichever has the conflict) shall create an ethical wall within its office, and the attorney(s) advising the Member and its Board Representative(s) shall be different than the attorney(s) advising the SFVCOG. Such ethical wall shall include procedures or methods to ensure there are no communications between the walled off attorneys related to confidential communications and matters giving rise to the conflict.

Section 13. Obligations of SFVCOG. The debts, liabilities and obligations of the SFVCOG ("SFVCOG Obligations") shall be the debts, liabilities or obligations of the SFVCOG alone. The Obligations shall not constitute debts, liabilities or obligations of the Members and the Members shall have no liability therefore.

Section 14. Implementation Agreements. When authorized by the Board, affected Members may execute special/supplemental Implementation Agreements (or Joint Powers Agreements pursuant to Government Code section 6500 et seq.) for the purpose of authorizing the SFVCOG to implement, manage and administer specific area-wide and regional programs in the interest of the local public welfare. The costs and liabilities incurred by the SFVCOG in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement. Nothing in this Agreement shall be construed so as to prevent any of the Members from entering into memoranda of understanding or joint powers agreements with each other or with third parties, outside of the SFVCOG.

Section 15. Term. The SFVCOG created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated or as otherwise provided by law. This Agreement may not be terminated except by an affirmative vote of a majority of the legislative bodies of the then Members of the SFVCOG.

Section 16. Application of Laws to SFVCOG Functions. The SFVCOG shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act to the extent applicable. (Section 54950 et seq. of the Government Code.)

Section 17. Members - Interference with Function of Members. The Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the SFVCOG.

Section 18. Disposition of Assets. Upon the winding up and dissolution of the SFVCOG, after paying or adequately providing for the debts and obligations of the SFVCOG, the remaining assets of the SFVCOG shall be distributed to the parties to this Agreement in proportion to their contributions to the SFVCOG during its existence, pursuant to Government Code section 6512. If for any reason the parties to the Agreement are unable or unwilling to accept the assets of the SFVCOG, said assets will be distributed to the State of California or any local government for public purposes.

Section 19. Amendment. This Agreement may be amended at any time with the unanimous consent of the Member Jurisdictions.

Section 20. Effective Date. The Effective Date ("Effective Date") of this Agreement shall be the date of approval and execution by the last of the following: the City of Los Angeles, the County of Los Angeles, and two of the other cities listed in Exhibit A. Upon approval and execution, each party shall deliver an original executed signature page to the Los Angeles City Attorney and Los Angeles County Counsel, in their capacity as legal advisors to the SFVCOG. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may

assign any right or obligation hereunder without the written consent of the other Members.

Section 21. Bonding Requirement. The officers or persons who have charge of, handle, or have access to any property of the SFVCOG shall be persons designated as such by the Board. Each such designated officer or person shall be required to file an official bond with the Board, at the expense of the Board, in an amount which shall be established by the Board. Should the existing bond or bonds of any such officers be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums of any such bonds attributable to the coverage required herein shall be appropriate expenses of the SFVCOG

Section 22. Indemnification. The Members agree that the SFVCOG shall indemnify, defend and hold harmless each of the respective Members, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the SFVCOG's acts and/or omissions arising from and/or relating to this Agreement or any act and/or omission performed by a Member on behalf of SFVCOG or at the request of the SFVCOG. However, the SFVCOG shall not be required to indemnify, defend and hold harmless any Member or their respective elected and appointed officers, employees, and agents arising from or connected with that Member's willful misconduct or active negligence. Pursuant to Government Code section 895.4, this indemnification provision is expressly intended to supersede the provisions of Government Code section 895.2, providing for joint and several liability of public entities entering into agreements.

Section 23. Budget and Disbursements. The Board shall adopt a budget annually prior to July 1st of each calendar year. The Board may at any time amend the budget to incorporate additional income and disbursements that might become available to the SFVCOG for its purposes during a fiscal year.

- A. Fiscal Year. The SFVCOG shall be operated on a fiscal year basis beginning on July 1st of each year and continuing until the following June 30th. All funds shall be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to applicable laws. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Board.
- B. Expenditures. All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of the Board.

- C. Audit. The records and accounts of the SFVCOG shall be audited annually by an independent certified public accountant, or public accountant, in compliance with applicable laws, and copies of such audit report shall be filed with the State Controller, the Los Angeles County Auditor and each party to the SFVCOG no later than fifteen (15) days after receipt of said audit by the Board.
- D. Reimbursement of Funds. Grant funds received by the SFVCOG from any federal, state, regional or local agency to pay for budgeted expenditures for which the SFVCOG has received all or a portion of said funds from the parties hereto shall be used as determined by the Board.

Section 24. General Provisions.

- A. Law. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California.
- B. Notices. Any notice required hereunder must be in writing and shall be considered received upon delivery to the city or county clerk of the party to be notified, or two (2) business days after deposit in the United States mail, postage prepaid and properly addressed to such city or county clerk.
- C. Execution in Counterparts. This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which shall collectively constitute one agreement.
- D. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases, or portions of this Agreement shall nonetheless remain in full force and effect. The governing body of each of the Members hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.
- E. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the SFVCOG and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of its Members.

The Parties to this Joint Powers Agreement have caused this Agreement to be executed on their behalf as of the dates specified below, respectively, as follows:

Attest:

By: Margarita Campos
Margarita Campos, City Clerk

Date: 12/15/09

Approved as to Form:

By: Mary F. Riley
Mary F. Riley, Senior Assistant City Attorney

Date: 12/14/09

City of Burbank


By: Gary Bric
Gary Bric, Mayor

Date: 12/15/09

By: Michael S. Flad
Michael S. Flad, City Manager


Date: 12/15/09

Attest:

By: 
Aardashes Kassakhian
City Clerk

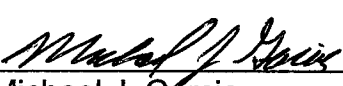
Date: 12/29/09

City of Glendale

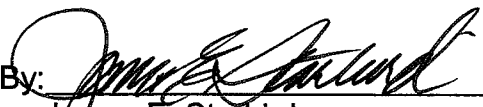
By: 
Frank Quintero
Mayor

Date: December 15, 2009

Approved as to Form:

By: 
Michael J. Garcia
Chief Assistant City Attorney

Date: 12/15/09

By: 
James E. Starbird
City Manager

Date: 12-15-09



Attest:

City of Los Angeles

By: Olga Amador
Deputy, City Clerk

By: Eric Garcetti
Eric Garcetti, Mayor

Date: 3/24/10

Date: March 24, 2010

Approved as to Form: C-117039

By: Wald H. Koppel
Deputy, City Attorney

By: _____

Date: March 19, 2010

Date: _____

Attest:

By: Elena G Chávez
Elena G Chávez, City Clerk

Date: 1/27/2010

Approved as to Form:

By: Michael Estrada
Michael Estrada, City Attorney

Date: 2/1/2010

City of San Fernando

By: Steven Veres
Steven Veres, Mayor

Date: 1/26/2010

By: Robert R. Ordelleide
Robert R. Ordelleide Administrator
City Manager

Date: 1/27/2010

Attest:

By: Sandra PO

City of Santa Clarita, City Clerk

Date: 3/10/10

Approved as to Form:

By: B. APD

City of Santa Clarita, City Attorney

Date: 3-1-10

City of Santa Clarita

By: _____

Lauren Weste, Mayor

Date: 3-9-2010

By: Lu Stigli

City of Santa Clarita, City Manager

Date: 3/9/10



Attest:

County of Los Angeles

Sachi A Hamai
Executive Officer of the
Board of Supervisors

By: *[Signature]*
Deputy

By: *[Signature]*
Chair, Board of Supervisors

Date: MAY 25 2010

Approved as to Form:
ANDREA SHERIDAN ORDIN
County Counsel

By: *[Signature]*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#17 MAY 25 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**EXHIBIT A
ELIGIBLE PUBLIC ENTITIES**

County of Los Angeles, a political subdivision of the State of California
City of Burbank, a municipal corporation in the State of California
City of Calabasas, a municipal corporation in the State of California
City of Glendale, a municipal corporation in the State of California
City of Hidden Hills, a municipal corporation in the State of California
City of Los Angeles, a municipal corporation in the State of California
City of San Fernando, a municipal corporation in the State of California
City of Santa Clarita, a municipal corporation in the State of California

San Fernando Valley
 SCAG Planning Subregion
San Fernando Valley
Council of Governments

Powered by



**The Valley
 Economic Alliance**

voting

<u>Population/Attributes Representatives</u>	<u>Board</u>
Less than 50,000	One
50,000-150,000	Two
150,000-500,000	Three
Los Angeles City Council Districts*	Seven
Los Angeles City Mayor	One
Los Angeles County Sup. Districts	Two

*San Fernando Valley Council Districts



voting

Proposed Voting Structure

Potential Member

Jurisdictions

Cities, Less than 50,000 – One

Calabasas 1 Pop. 20,033

San Fernando 1 Pop. 23,564

Cities, 50,000 to 150,000 – Two

Burbank 2 Pop. 100,316

Cities, 150,000 to 500,000 – Three

Glendale 3 Pop. 194,973

County of Los Angeles – Two

Pop. 9,519,338

District 5 1 Pop. 2,000,000±

District 3 1 Pop. 2,000,000±

City of Los Angeles – Eight

Mayor 1 Pop. 3,694,820

CD 2 1 Pop. 258,603

CD 3 1 Pop. 258,788

CD 4* 1 Pop. 252,787

CD 5* 1 Pop. 258,749

CD 6 1 Pop. 235,857

CD 7 1 Pop. 235,840

CD 12 1 Pop. 242,332

*Partially located in the San Fernando Valley

voting

Designated Alternate Members:

- a. Valley Cities: Interested alternate councilmember
- b. County: Interested city councilmember from supervisorial district to be determined
- c. City of Los Angeles: Area elected official

funding

Funding of COG operations and projects would be proportional and based upon the mean of three factors:

- 1) population,
- 2) area, and
- 3) assessed valuation.

Estimated startup annual operating budget: \$100,000.
Facilitation being provided by the Economic Alliance of the San Fernando Valley.



Dues Formulas

Appendix A Funding Formula for Arroyo-Verdugo Subregion

Formula for Fiscal Year 2006/2007

Final for FY 2006-07

City	Population		Assessed Value		Land Area		Weighted Factor
		Percent	Dollars	Percent	Acres	Percent	
Burbank	107,921	21.18%	\$14.1 B	26.06%	10,966	20.79%	22.68%
Glendale	207,157	40.66%	\$18.0 B	33.27%	19,581	37.12%	37.01%
La Canada Flintridge	21,353	4.19%	\$3.9 B	7.21%	5,525	10.47%	7.29%
Pasadena	147,262	28.90%	\$15.5 B	28.65%	14,464	27.42%	28.32%
South Pasadena	25,824	5.07%	\$2.6 B	4.81%	2,221	4.21%	4.69%
Totals	509,517	100.00%	\$54.1	100.00%	52,757	100.00%	100.00%



Dues Formulas

Based Upon Arroyo-Verdugo Funding Formula

Burbank.....	5.5%
Calabasas.....	2.5%
Glendale.....	10.1%
Los Angeles, city.....	72.5%
Los Angeles, county.....	8.4%
San Fernando.....	1.0%



consensus

4. The primary mission of the COG is to manage the San Fernando Valley Southern California association of Governments Planning Subregion (Subregion).
5. The COG will enter into a year-to-year Continuing Cooperative Agreement with SCAG and function as a sub-recipient of state and federal planning funds programmed through the SCAG Overall Work Program (OWP), Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). The COG will adopt and implement integrated comprehensive regional plans and policies as set forth by federal and state requirements.



form

3. Joint Powers Authority (JPA)

Benefits re: Grants and Powers

Memorandum of Understanding

No Power to Compel Members (Except Dues)

Voting – Checks and Balances

Majority/Supermajority/Unanimity Issues

7. Interim MOU



powers

COMMON POWERS

- Advocate on Regional, State and Federal Levels
- Provide a Forum to Study, Develop and Recommend Policies
- Assemble Information to Support Issues
- Foster Intergovernmental Cooperation
- Coordinate Subregional Planning
- Apply, Receive and Administer Grants for COG Activities



powers

6. The COG will seek planning grants from SCAG and other agencies—taking advantage of opportunities that may have been missed in the past—and will also pursue regional opportunities and possibilities.
8. The COG will be a collaborative JPA working to build regional consensus. Actions will require a supermajority on some issues, and a majority on others.



powers

12. Any number of Advisory Committees may be formed with members appointed by the Executive Committee. These committees may be composed of elected officials, government staff, community leaders, experts and stakeholders as appropriate.
13. The COG will form a General Assembly composed of community leaders, stakeholders, and residents. Not less than once per year the General Assembly will be invited to attend an event that is meant to engage them and promote discussion.

