



**CITY MANAGER'S OFFICE
MEMORANDUM**

To: SGVCOG Governing Board

From: Tamara S. Gates, City Manager, Sierra Madre
SGVCOG City Manager's Committee Chair

Date: April 22, 2004

Re: Recommendation to Approve Arroyo Associates, Inc. Proposal for the
Professional Management Services of the SGVCOG

Recommendation

The City Manager's Technical Advisory Committee recommends that the Governing Board authorize the San Gabriel Valley Council of Governments (SGVCOG) president to enter into a five (5) year agreement with Arroyo Associates, Inc. for professional management services in the amount of \$344,448.

Analysis

The current contract with Arroyo Associates expires June 30, 2004. It is the responsibility of the City Manager's Technical Advisory Committee to send out request for proposals (RFP) for the management services, analyze the proposals received, and make a recommendation to the Governing Board. The committee members who participated in the process with me included Bill Kelly, City Manager, Arcadia and Glenn Southard, City Manager, Claremont.

The Committee sent out the RFP to four consulting firms. One proposal was received from Arroyo Associates in response to the request. The Committee thoroughly analyzed the proposal and met with Nicholas Conway, President, to discuss it in detail. The Committee believes that Arroyo Associates has done an excellent job of providing management services to the SGVCOG over the years. After completing the analysis and discussion, the City Manager's Technical Advisory Committee recommends that the Governing Board enter into a five (5) year agreement with Arroyo Associates, Inc. to provide professional management services to the SGVCOG. Attachment A is a sample agreement.

Financial Review

The annual cost of this contract is \$344,448 per year. The sample agreement (attached) provides for an annual increase in the fee based upon the Consumer Price Index. The cost of this agreement has been factored into the proposal budget for FY 2004-2005.

Historically, cost of the contract has increased modestly as compared to the increase in goals and accomplishments. The following is a summary of the changes in the cost of the contract and staffing provided by Arroyo Associates over the last several years.

	Arroyo Associates	% Change	FTE Requirement
FY 2001-2002	\$311,940		2.5
FY 2002-2003	\$320,676	2.72%	2.5
FY 2003-2004	\$330,937	3.10%	2.5
FY 2004-2005 (Proposed)	\$344,448	3.92%	3.0

Recommendation

The City Manager's Technical Advisory Committee recommends that the Governing Board authorize the San Gabriel Valley Council of Governments (SGVCOG) president to enter into a five (5) year agreement (attached) with Arroyo Associates, Inc. for professional management services for the SGVCOG in the amount of \$344,448.

Attachment A: Sample Contract

MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a joint powers authority, (hereinafter "SGVCOG") and Arroyo Seco Associates, Inc. (hereinafter "FIRM") and shall be dated as of July 1, 2004. In consideration of mutual covenants and agreements set forth herein the parties agree as follow:

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

A. SGVCOG desires to retain FIRM to conduct the day-to-day administration, management and operation of SGVCOG; and

B. It is the desire of the parties hereto to formalize their relationship by means of this Agreement pertaining to the performance of such services; and

C. FIRM has agreed to provide such services, in the time, manner and for the compensation, as hereinafter set forth; and

D. The Governing Board of SGVCOG has heretofore determined that the public interest, convenience and necessity require the execution of this Agreement.

SECTION 2. SERVICES TO BE PROVIDED.

A. FIRM shall assist SGVCOG's president (the "President") and/or SGVCOG's Governing Board (the "Governing Board") in developing SGVCOG policy. At the direction of the President, FIRM staff will work with the SGVCOG Committees in developing a mission statement, work program, budget and staffing proposals.

B. FIRM will assist with technical activities and projects undertaken by SGVCOG relating to transportation, air quality, planning, management and other activities designated by the President and/or the Governing Board.

C. FIRM will perform planning, coordination and other related activities as directed by the President and/or the Governing Board.

D. FIRM shall manage all SGVCOG financial matters, including the collection of dues, the payment of bills, the preparation of monthly financial statements, the *investment of funds (in one or more designated financial institutions)*, and the preparation and maintenance of all records relating thereto. FIRM shall prepare administrative policies for approval by the Governing Board that will establish procedures and protocols for the management of SGVCOG's fiscal affairs, including, without limitation, the appointment of individuals authorized to deposit and disburse funds on behalf of SGVCOG.

E. FIRM shall assist the President and the Governing Board in complying with all local, state and federal laws, including, without limitation, the preparation and filing of documents required by the Political Reform Act, the California Environmental Quality Act, and SGVCOG's Conflict of Interest Code, among other laws and regulations.

F. FIRM shall prepare and distribute preliminary meeting notices, meeting notices, agendas, agenda summaries and action minutes of the Governing Board and SGVCOG Committee meetings, as directed by the President and/or chairpersons of committees established by the President and/or the Governing Board.

G. FIRM shall staff monthly Governing Board and SGVCOG Committee meetings and meetings of other ad hoc committees as required by the President.

H. FIRM shall prepare and distribute meeting schedules, rosters, correspondence, etc. as directed by the President.

I. **Accounting and Banking**

(1) FIRM shall be available to consult with the SGVCOG Treasurer/Auditor regarding SGVCOG's financial matters

(2) Pursuant to the administrative policies described in paragraph D of this Section 2, SGVCOG has authorized the Executive Director designated in Section 3 of this Agreement to sign SGVCOG checks, to withdraw SGVCOG funds, and to transact all related banking functions.

(3) FIRM shall conduct all bookkeeping functions in accordance with local, state and federal laws and regulations, and in a manner acceptable to the President and/or the Governing Board.

(4) FIRM shall administer SGVCOG investments in accordance with the policy adopted by the Governing Board as required by law.

(5) FIRM shall assist the certified public accountants appointed by the Governing Board to conduct any required and/or desired audits, annual reports, and other financial recordkeeping.

(6) FIRM shall assist the SGVCOG Treasurer/Auditor, the President, the Finance Committee, and/or the members of the Governing Board in conducting periodic reviews of FIRM's financial recordkeeping.

(7) SGVCOG agrees to defend, and hold harmless from, and indemnify FIRM against any liability directly or indirectly related to late payment or non-payment of any fees owed by SGVCOG unless said late payment or non-payment of fees is attributable to the acts or omissions of FIRM.

(8) SGVCOG also agrees to defend, hold harmless from, and indemnify FIRM against any liability directly or indirectly resulting from a claim against any individual city of SGVCOG, unless said liability is attributable to acts or omissions of FIRM.

J. **Liaison with other Organizations.** FIRM shall continue to maintain working relationships with the respective staffs of the: League of California Cities; California Contract Cities Association; Independent Cities Association; Southern California Association of

Governments ("SCAG"); and the SCAG subregions. FIRM shall maintain and enhance these relationships by, among other things, adhering to a steady routine of professional contacts, support for mutually beneficial efforts and social interactions.

K. Legislative Advocacy

(1) FIRM shall advocate legislation on behalf of SGVCOG as directed by the President and/or the Governing Board. FIRM's activities shall include, without limitation, the drafting and transmittal of correspondence to all appropriate offices and agencies of local, state and federal government. The President and/or the Governing Board may require FIRM to arrange for testimony by member city elected officials before legislative and/or administrative bodies. In addition, the President and/or Governing Board may require FIRM to coordinate meetings between members of the Governing Board and other government officials.

(2) FIRM shall travel to Sacramento, Washington, DC, or other locations to advocate on behalf of SGVCOG as directed by the SGVCOG Governing Board or, in case of urgent circumstances, at the direction of the SGVCOG President.

(3) FIRM shall not be responsible for advocating and/or monitoring any issues that affect individual member cities as opposed to SGVCOG's interests as a collective entity.

L. Communication with President and other Officers. FIRM shall be available for consultation with President and/or Officers and Representatives of the Governing Board. FIRM shall advise the President and SGVCOG Officers with regard to pertinent issues. FIRM shall meet regularly with the President and SGVCOG Committee chairs to coordinate SGVCOG activities.

M. Address, Telephone and Stationery. During the Term of this Agreement, FIRM shall maintain a SGVCOG office at 3452 East Foothill Blvd., Suite 810, Pasadena, California 91107 or at such other address as FIRM may designate in writing and to the SGVCOG by and through the President at the President's business address. FIRM shall maintain a separate telephone number and telephone line exclusively dedicated to SGVCOG's business. FIRM shall use SGVCOG stationery in the course of conducting all SGVCOG business. Said SGVCOG stationery shall be approved by the President.

N. Maintenance of Records, Surplus, Equipment and Supplies. FIRM shall maintain all SGVCOG records, with the exception of certain financial and investment record, designated by the President and/or the Governing Board, at FIRM's offices and shall make such records available for inspection by the President and/or members of the Governing Board during normal office hours, upon reasonable notice or as required by law.

SECTION 3. DESIGNATION OF EXECUTIVE DIRECTOR. Nicholas T. Conway shall be the lead individual for the services described in Section 2 and shall be responsible for assuring that the services required are promptly and properly provided. Nicholas T. Conway shall be designated as the Executive Director of SGVCOG. Other FIRM and contract staff assigned to provide services pursuant to this Agreement shall serve at the discretion of FIRM.

FIRM, exclusively, shall be responsible for the management and supervision of FIRM's employees.

SECTION 4. PAPER SUPPLIES, POSTAGE, TELEPHONE COSTS, TRAVEL AND CLERICAL ASSISTANCE. FIRM will provide all paper, supplies, postage, telephone services (including fax), local travel, clerical assistance, and other necessary supplies and services and the costs and fees for such shall be deemed to be included in the fees set forth in Section 6, paragraph A of this Agreement. SGVCOG shall not reimburse FIRM for additional expenditures except as specifically authorized herein or by the Governing Board.

SECTION 5. EQUIPMENT, UTILITIES, AND FACILITIES. FIRM will provide equipment, utilities, and facilities and the costs and fees for such shall be deemed to be included in the fees set forth in Section 6, paragraph A of this Agreement. SGVCOG shall not reimburse FIRM for additional expenditures, except as specifically authorized herein or by the Governing Board.

SECTION 6. FEE FOR SERVICE.

A. **Basic Retainer Services.** SGVCOG shall pay FIRM, for management and technical services related to the operation of SGVCOG, \$28,704 payable on the first day of each month beginning July 1, 2004 and ending June 30, 2009. Monthly compensation shall be adjusted on each anniversary date of this Agreement to reflect any increase in the Consumer Price Indices for all Urban Consumers - Los Angeles CMSA, for the preceding twelve (12) months.

B. **Non-Retainer Services.** In addition to the fees noted in paragraph A above, SGVCOG shall pay FIRM the actual amount of reasonable fees and costs for any services and expenses performed or incurred by FIRM for work FIRM performs in undertaking activities paid for by other entities to SGVCOG and authorized by SGVCOG. In no event, shall the fees and costs paid to FIRM exceed the fees and costs paid by any other entity to SGVCOG.

C. **Other Costs.** SGVCOG shall not pay or reimburse FIRM for fixtures unless such expenditures are specifically approved by the Governing Board. SGVCOG shall reimburse FIRM for trophies, plaques, resolutions, nametags, dinners, luncheons, banquets, speakers, speakers' expenses, out of area travel for SGVCOG activities, Governing Board Representative compensation and expenses, legal and consultant fees, and/or SGVCOG membership fees.

D. **Payment for Costs and Services.** FIRM shall submit brief written explanations and receipts/invoices to SGVCOG accounting for all services provided and costs incurred pursuant to Section 6, paragraphs B and C of this Agreement. For costs, such explanations shall identify the expenses and the reason the expenses were incurred. For services, such explanations shall clearly set forth by date the type of work performed, the time spent on the task and the person performing the task. Payment to FIRM shall be made by SGVCOG upon receipt of the explanations and receipts/invoices, except for those specific items which are contested or questioned and returned by SGVCOG, with written explanation, within ten (10) days of receipt of the materials by SGVCOG. FIRM shall provide to SGVCOG a written

response to any explanation contested or questioned and further, upon request of SGVCOG, provide it with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the SGVCOG.

SECTION 7. TERM. The term of this Agreement shall commence on July 1, 2004, and shall terminate on June 30, 2009, unless terminated by either party hereto pursuant to the terms of this Agreement. SGVCOG may terminate this Agreement at any time, however, it will endeavor to give FIRM one hundred eighty (180) days notice prior to termination. FIRM may terminate this Agreement on the giving of one hundred eighty (180) days written notice to the SGVCOG of such termination. If either party terminates this Agreement prior to the expiration of the Term, SGVCOG shall pay any amount then due FIRM, pursuant to this Agreement, on a pro rata basis, unless said amount is disputed by SGVCOG. If it is mutually agreeable to the FIRM and SGVCOG, the term of the agreement may be extended in increments of one year, not to exceed a total contact period of five years.

SECTION 8. NOTICES. Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

SGVCOG: Michael Miller, President
San Gabriel Valley Council of Governments
3452 East Foothill Boulevard, Suite 810
Pasadena, CA 91107

FIRM: Nicholas T. Conway, President
Arroyo Seco Associates, Inc.
3452 East Foothill Blvd., Suite 810
Pasadena, CA 91107

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in custody of said Postal Service. Either party may, from time to time, by written notice to other, designate a different address which shall be substituted for the one above specified.

SECTION 9. INDEMNIFICATION. FIRM agrees to defend, hold harmless from, and indemnify SGVCOG, members of the Governing Board, SGVCOG's agents, successors and assigns against any and all liability and/or blame for damages by reason of any injury to person or persons, including, without limitation, FIRM employees or property of any kind whatsoever and to whomsoever belonging, and from any cause or causes whatsoever arising from the performance by FIRM employees of FIRM's obligations pursuant to this Agreement; provided however, that FIRM shall not be liable to the SGVCOG for any injury to persons or property which may result solely or primarily from the gross negligence or willful misconduct of SGVCOG Governing Board members, SGVCOG Officers, or employees.

SECTION 10. INSURANCE. Not in derogation of the provisions of Paragraph 9 hereof, FIRM does hereby agree to take out and maintain in full force and effect during the Term of this Agreement the following insurance coverage:

- A. Such insurance coverage as is required pursuant to the Workers' Compensation Laws of the State of California; and
- B. An automobile liability policy with coverage of not less than \$300,000.

SECTION 11. CONTRACT RESTRICTIONS.

A. Unless FIRM is fulfilling obligations required by Section 2 of this Agreement, FIRM shall not be responsible for actions and/or the omission of required actions by SGVCOG, including, but not limited to: (1) any state and/or federal tax obligations (2) any requirements of the Information Practices Act of 1977 and/or the Political Reform Act, including the failure of any Governing Board Representative, Alternate Governing Board Representative, or Committee member to file an entering office statement, annual statement or leaving office statement required by the Conflict of Interest Code; (3) any failure to file appropriate documents with the state and/or federal government regarding SGVCOG's status; and (4) any failure to file lobbying information reports.

B. FIRM shall not be responsible for advising Governing Board Representatives regarding the aforementioned legal matters and other legal matters not specifically set forth herein.

C. SGVCOG shall not require FIRM to undertake activities and/or responsibilities unrelated to SGVCOG.

D. SGVCOG shall designate certain city management personnel, city attorneys, finance officers, etc. to provide technical assistance when SGVCOG is addressing issues that demand specific expertise.

E. FIRM covenants that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. FIRM further covenants that in the performance of this Agreement no person having any such interest shall be employed by FIRM.

F. FIRM shall take no action, nor undertake any activity or activities, during the Term or any extension thereof, that conflicts with the mission and interests of SGVCOG and/or members of the Governing Board. Notwithstanding any provision to the contrary contained herein, SGVCOG may terminate this Agreement if, in the Governing Board's sole and absolute discretion, the Governing Board determines that FIRM has undertaken any activity or activities that violate this provision. Further, FIRM shall comply with all Federal and State conflict of interest laws, regulations and policies and any applicable provisions in the Conflict of Interest policy of SCAG.

G. In order to reduce such conflicts and to prevent FIRM's participation in activities that are detrimental to the interests of SGVCOG, the Governing Board, in its sole and absolute discretion, shall approve all future clients, projects or contracts for service sought by FIRM and/or Nicholas T. Conway.

H. FIRM shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances regulations and rules in effect during the term of this AGREEMENT including, that certain Proposition A, enacted by the voters of the County of Los Angeles on November 4, 1990 ("Proposition A"), to the extent that FIRM is compensated through this Agreement with funds subject to the restrictions of Proposition A, that certain Proposition C, enacted by the voters of Los Angeles County on November 6, 1990 ("Proposition C") and that certain AB 2766, 1990 Stats., ch. 1705 (codified primarily at Health and Safety Code Section 44220 et seq.) ("AB2766"), FIRM shall comply with the applicable requirements of Proposition A, Proposition C and AB 2766, including any implementing regulations and guidelines, regarding the use of such funds. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees or agents of SGVCOG, shall be liable, at law or in equity, as a result of any failure of FIRM to comply with this section 11, paragraph G.

I. FIRM represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. FIRM shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, FIRM shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of FIRM under this Agreement.

SECTION 12. GENERAL PROVISIONS

A. FIRM shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that FIRM is uniquely qualified to perform the services provided for in this Agreement. FIRM may not subcontract any service outlined in this Agreement to another firm, individual, or vendor without prior approval by the Governing Board. Notwithstanding this provision, SGVCOG specifically authorized FIRM to contract with member cities and employees of member cities to perform portions of the work outlined in this Agreement. Further, small vendor contracts for such services as printing, copying, graphics, and other similar services/activities shall not require approval by the Governing Board.

B. FIRM is and shall at all times remain as to the SGVCOG a wholly independent contractor. Neither the SGVCOG nor any of its officers, employees, servants or agents shall have control over the conduct of FIRM or any of FIRM's officers, employees or agents. FIRM shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the SGVCOG or of SCAG.

C. In the performance of the Agreement, FIRM shall not engage in discrimination in employment or contracting of persons because of the age, race, color, sex, national origin or ancestry or religion of such persons except as required by federal, state or local law.

D. Nothing contained in this Agreement shall be deemed, construed or represented by the SGVCOG or FIRM to any third person to create the relationship of principal

or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the SGVCOG and/or SCAG and FIRM.

E. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

F. Should interpretation of this Agreement, or any portion hereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

G. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

H. The parties shall attempt to resolve disagreements through negotiation and/or mediation between the President and/or his/her designated representative(s) and the Executive Director and/or his designated representative(s). Any such negotiation or mediation, including the results thereof, shall be reported to the Governing Board.

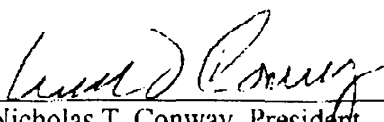
I. Should any litigation arise relating to the enforcement and/or interpretation of this Agreement or any part thereof, the prevailing party shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives as follows:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By 
Michael Miller, President

ARROYO SECO ASSOCIATES, INC.

By 
Nicholas T. Conway, President

See page 3



San Gabriel Valley Council of Governments

3871 East Colorado Blvd., Suite 101, Pasadena, California 91107-3970 Phone: (626) 564-9702 FAX: (626) 564-1116 E-Mail SGV@sgvcog.org

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS GOVERNING BOARD MEETING MINUTES May 27, 2004

Vice President Robert Huff called the meeting of the Governing Board of the San Gabriel Valley Council of Governments (SGVCOG) to order in Cooper Auditorium, City of Hope, 1500 E. Duarte Road, Duarte on Thursday, May 27, 2004 at 6:05 p.m.

I. Roll was noted as follows:

Governing Board Members

Arcadia	Gary Kovacic
Azusa	Dick Stanford
Baldwin Park	Manuel Lozano
Bradbury	Beatrice La Pisto Kirtley
Claremont	Llewellyn Miller, Peter Yao*
Diamond Bar	Bob Huff, Carol Herrera*
Duarte	John Fasana
El Monte	Ernest Gutierrez
Glendora	Mike Conway
Industry	Jack Phillips
Irwindale	Rosemary Ramirez
Monrovia	Rob Hammond
Monterey Park	Sharon Martinez
Pasadena	Sid Tyler
Pomona	George Hunter
Rosemead	Margaret Clark
San Dimas	Denis Bertone
San Gabriel	Harry Baldwin
Sierra Madre	Bart Doyle
South Pasadena	Odom Stamps
Temple City	Peter Zovak
Walnut	Katy Rzonca
West Covina	Michael Miller

*Alternate

Absent

Alhambra
Covina
La Canada Flintridge
La Puente
La Verne
Montebello
San Marino
South El Monte

Ex Officio

Altadena Town Council	Michele Zack
Hacienda Hgts. Improvement Assn	Mike Hughes

Staff

Andrew Pasmant	West Covina
Nicholas T. Conway	Executive Director
Sharon Neely	ACE Construction Authority
Mary Lou Echternach	Transportation Consultant
Lee Dolley	Burke, Williams and Sorensen

Grace Eng	SGVCOG
Guests	
Tamara Gates	Sierra Madre
Natalia Porche	SCAQMD
Jennifer Quan	League of California Cities
Forrest Beanum	Cerrell Associates

II. Public Comment - None

III. Changes to Agenda

Bob Huff explained that after distributing the agenda for the meeting staff had determined that the term for the SGVCOG’s representative’s to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy had expired and action was needed to appoint someone to fill the position. Since the item was not included in the agenda, the Board must vote to add it to the agenda as a subsequent need item. A motion was made to add to the agenda for the meeting the appointment of the SGVCOG’s representative to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy. (M/S/C: Baldwin/Stanford; Unanimous) (See VI.J)

Harry Baldwin explained that after distributing the agenda, staff had determined that it might be difficult to obtain a quorum for the regular June meeting. Since meetings are not normally held in July and August, action is necessary to give SGVCOG Board Officers the ability to take action on the part of the SGVCOG in the event that emergency or time critical issues arise during the summer months. Since this item was not included in the agenda, the Board must vote to add it to the agenda as a subsequent need item. A motion was made to add to the agenda consideration of the delegation of power to the SGVCOG Board Officers to act on behalf of the SGVCOG on emergency or time critical matters during the summer. (M/S/C: Baldwin/Fasana; Unanimous) (See VI.K)

IV. Consent Items

A motion was made to receive and file the Consent Items. (M/S/C: Hammond/Fasana; Unanimous)

V. Monthly Financial Report

Mike Miller reviewed the financial report. A motion was made to receive and file the financial statements. (M/S/C: Gutierrez/Fasana; Unanimous)

VI. Action Items

A. SGVCOG Bylaw Amendment

A motion was made to amend the SGVCOG Bylaws as follow:

1. Article V, Section A of the Bylaws of the San Gabriel Valley Council of Governments be amended to read: “A Secretary of the Council shall be elected annually at the same time and in the same manner as the President and Vice President of the Council. The Executive Director shall be the Assistant Secretary to the Council. The Secretary shall cause a record to be kept of all proceedings and perform the usual duties of such office.” (M/S/C: Fasana/Bertone; Unanimous)

B. Election of Officers – FY 2004-2005

A motion was made to elect the following Board officers for the SGVCOG:
 President – Michael Miller, West Covina

Vice President – Carol Herrera, Diamond Bar
Treasurer – Sidney Tyler, Pasadena
Secretary – David Spence, La Canada Flintridge
(M/S/C: Fasana/Bertone; Unanimous)

C. SGVCOG Management Services Contract



Tamara Gates reviewed the selection process for the SGVCOG's Management Contract. A motion was made to authorize the San Gabriel Valley Council of Governments' President negotiate and execute on behalf of the SGVCOG a five (5) year agreement with Arroyo Associates, Inc. for professional management services with an estimated cost of \$344,448.00 per year. (M/S/C: M. Miller/L. Miller; Unanimous)

D. Brownfield Inventory and Assessment Project Management

Upon recommendation of General Counsel, a motion was made to adopt a resolution authorizing fees to be paid to Arroyo Associates, Inc. for non retainer services in connection with the Brownfield Inventory and Assessment Project. (M/C: M. Miller/Tyler; Unanimous)

E. SGVCOG/ACE Financial Auditor Selection

After a review of the selection process by Sid Tyler, a motion was made to authorize the Executive Director to continue the selection process and thereafter negotiate and execute a contract with the selected firm to serve as the financial auditors for the San Gabriel Valley Council of Governments and the Alameda Corridor East Project for 2004-2009. (M. Miller/Joffe; Unanimous)

F. SGVCOG 2004-2005 Proposed Budget

The Executive Director reviewed the proposed SGVCOG 2004-2005 budget and work plan. A motion was made to approve the SGVCOG 2004-2005 proposed budget and work plan as presented in packet. (M/S/C: Baldwin/Fasana; Unanimous)

G. SCAG Continuing Cooperative Agreement

Tamara Gates described the background and status of negotiations concerning the proposed agreement between SGVCOG and SCAG for OWP work. A motion was made to authorize the President to execute a Continuing Cooperative Agreement between SGVCOG and SCAG for FY 2004-2005 after the negotiations, which are being conducted with SCAG by Tamara Gates, with support of legal counsel, are concluded. (M/S/C: Fasana/Gutierrez; Unanimous)

H. State Funds for Water Quality Authority

A motion was made to support San Gabriel Basin Water Quality Authority correcting policies and requesting Prop 50 funds. (M/S/C: Baldwin/Fasana; Unanimous)

I. June Meeting Location

A motion was made to have the June meeting at the Garvey Center in Rosemead on June 17, 2004. (Baldwin/Fasana; Unanimous)

J. SGVCOG Representative to San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Appointment

A motion was made to reappoint Margaret Clark, Rosemead, to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Board. (M/S/C: Stanford/Baldwin; Unanimous)

K. Authorize SGVCOG Board Officers to take action on Emergency Items

A motion was made to authorize the Officers to take any such actions as may be necessary to conduct the normal or emergency business of the SGVCOG until the next Governing Board meeting in September. (M/S/C: Baldwin/Fasana; Unanimous)

VII. Liaison Reports

A. Rivers and Mountains Conservancy

Margaret Clark's report indicated that the conservancy is still granting project money.

B. AQMD

Bea LaPisto Kirtley's update explained new legislation that would prevent regulations on private fleets, but they would still enforce changes on public agencies. She also described the monetary credit for exchange of gas powered lawn mowers with electric powered mowers.

VIII. Executive Director - None

IX. President's Report

A. Introduction Robert Stone, City of Hope

Mr. Stone welcomed the Board and invited them to return for a tour of the facility.

SGVCOG consultant, Tom Jenkins introduced Judy, his wife, who had been treated successfully at the City of Hope.

B. Report on Sacramento Dinner

Bob Huff reported on the Sacramento dinner stating it was one of the most successful events to date.

X. Committee Reports

A. ACE Construction Authority Report

Bob Huff noted the FY '05 ACE budget and work plan was approved by the ACE Board and included in the agenda package for information.

B. Gold Line, Phase II JPA

Dick Stanford updated the Board on Gold Line Phase II actions and activities taken earlier that day. He noted that he had enjoyed his tenure as Chair of the JPA over the past year and was happy to turn over the gavel to Rob Hammond, who will be incoming Chair. He noted that Cliff Hamlow was elected Vice Chair and Llewellyn Miller was elected Treasurer. Other members expressed their appreciation of Dick's leadership efforts as Chair over the last year.

C. Transportation Committee

John Fasana reviewed his report, service sectors, and MTA potential changes to reduce costs.

- D. Solid Waste – No Report.
- E. City Manager’s Committee – No Report
- F. Planning Director’s Committee – No Report
- G. Public Works/Engineering Committee – No Report

XI. Announcements

Llewellyn Miller stated he had just completed Leadership Southern California by CORO Foundation and he had information if anyone was interested in the program.

Michele Zack revealed a new book on the history of Altadena.

XI. Adjourn

Meeting was adjourned at 6:58 PM.