Arroyo Verdugo Communities Joint Powers Authority

REVISED
NOTICE AND AGENDA
REGULAR MEETING

POSTED
Friday,
May 28, 2021

ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY (AVCJPA)
GOVERNING BOARD

Thursday, June 3, 2021 at 4:00 p.m.
City of La Cañada Flintridge Council Chambers
One Civic Center Drive
La Cañada Flintridge, CA 91011

(Virtual)

SPECIAL NOTE: DUE TO CORONAVIRUS (COVID-19) THE PUBLIC IS ENCOURAGED TO LISTEN TO THE MEETING VIA TELECONFERENCE
TO JOIN THE MEETING DIAL: **(669) 900-9128** AND ENTER MEETING NUMBER **938 3043 3013**

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE MEETING: BY EMAILING:**avpubliccomment@lcf.ca.gov**

SHARON SPRINGER, CHAIR
DANIEL BROTMAN, VICE-CHAIR
JON PRIMUTH, MEMBER
ANDY WILSON, MEMBER
DAVID PERRY, MEMBER
TERRY WALKER, MEMBER

AMERICANS WITH DISABILITIES ACT
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Ann Wilson at (818) 790-8880 no later than Friday prior to the meeting. (28 CFR 34.102.104 ADA TITLE II)

PLEASE NOTE: *Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City of La Cañada Flintridge City Hall, 2nd floor lobby area, during regular business hours. For further information regarding agenda items, please contact the Office of the Executive Director, Ann Wilson at (818) 790-8880, or by e-mail at awilson@lcf.ca.gov*

SB 343: *Any writings relating to an agenda item distributed to a majority of the Governing Board less than 72 hours prior to the meeting will be available for public review in the Executive Director's Office during normal business hours.*

GOVERNOR'S EXECUTIVE ORDER N-25-20 *– In accordance with Executive Order N-25-20 the Arroyo Verdugo Joint Powers Authority is authorized to make public meetings accessible electronically for members of the public wishing to address Governing Board during the Public Comment portion of the meeting.*

PLEASE TURN OFF CELL PHONES AND PAGERS WHILE MEETING IS IN PROGRESS.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the La Cañada Flintridge City Hall bulletin board at One Civic Center Drive, La Cañada Flintridge not less than 72 hours prior to the meeting in accordance with Government Code Section 54954.2.

Dated: May 28, 2021

Ann Wilson, Executive Director

REGULAR AVCJPA GOVERNING BOARD MEETING
Thursday, June 3, 2021 at 4:00 p.m.

PRELIMINARY BUSINESS

I. CALL TO ORDER

II. ROLL CALL

III. COMMENTS FROM THE PUBLIC

PROCEDURE TO SUBMIT PUBLIC COMMENTS FOR ITEMS: (1) NOT ON THE AGENDA, (2) CONSENT CALENDAR ITEMS, AND/OR (3) NON-PUBLIC HEARING ITEMS:
If you are interested in addressing the Governing Board regarding items not listed on this agenda, consent calendar items, or items listed on the agenda that are not "Public Hearing" items, please submit your comment(s) via e-mail to avpubliccomment@lcf.ca.gov.

Emails will be accepted beginning at the time this agenda is posted on the City of La Cañada Flintridge, the City of South Pasadena or the City of Glendale's bulletin board and/or website(s), up through and until the conclusion of the acknowledgement and receipt of all submitted public comment(s) under either: (1) "COMMENTS FROM THE PUBLIC" (for non-listed or consent calendar items); or (2) at the time "public comments" are closed for an item appearing on the agenda (except Public Hearing items – see below). Emailed public comments will be read in the order that they are received. E-mail submissions will: (1) be acknowledged as received by the Executive Director or Board Clerk and will be read aloud; (2) be included in the official minutes of the meeting; and (3) be transmitted to each Governing Board member at the time it is received. Any e-mails received prior to the posting of this agenda or after the close of the "COMMENTS FROM THE PUBLIC" portion of the meeting or the particular agenda item, will be treated as an informational email only and forwarded to each Governing Board member but will NOT be included in the minutes of the meeting.

For items on the agenda, emails received prior to the posting of this agenda or after the "public comments" period for that particular agenda item will be treated as an informational email only and forwarded to each Governing Board member but will NOT be included in the minutes of the meeting. Such informational emails may be included in the official "administrative record" of a matter if included in the City Council's deliberation and decision-making process of that particular matter.

All emails received, whether included in the minutes of the meeting or not, are considered "public records" and subject to disclosure to the public upon request (unless otherwise exempted as provided under the California Public Records Act).

IV. PRESENTATIONS (NONE)

V. CONSENT CALENDAR

A. Approval of the Arroyo Verdugo Subregion Minutes for the Meeting of April 29, 2021

Staff Recommendation:

To Approve Minutes of April 29, 2021

B. Treasurer's Report through 5/26/21
Alex Kung , Treasurer, AVCJPA
Staff Recommendation:
Receive and File

C. Warrant Resolution No. 21-3
Alex Kung , Treasurer, AVCJPA
Staff Recommendation:
Receive and File

VI. PUBLIC HEARINGS - None

VII. OTHER BUSINESS

A. Approval of Lease Agreement for Use of Meeting Room/Office Space Between the AVCJPA and the City of Pasadena
Presenters: Ann Wilson, Executive Director
Staff Recommendation: That Governing Board approve the attached Lease Agreement with the City of Pasadena for use of La Cañada Flintridge for Use of Meeting Room/Office Space and authorize the Executive Director to execute the Agreement on behalf of the AVCJPA.

B. Appointment of Executive Director effective July 1, 2021
Presenter: Ann Wilson, Executive Director
Staff Recommendation: That the Governing Board accept the resignation of Ann Wilson effective June 30, 2021 and Appoint Laura Rubio-Cornejo as Executive Director effective July 1, 2021, for an indefinite term of office.

C. Appointment of AVCJPA Representative to the Metro Policy Advisory Committee (PAC)
Presenter: Ann Wilson, Executive Director
Staff Recommendation: That the Governing Board appoint Ms. Laura Rubio-Cornejo as the Metro Policy Advisory Committee Representative upon her effective date of appointment as Executive Director on July 1, 2021 .

D. Adoption of Bylaws Providing for the Appointment of the AVCJPA Treasurer/Auditor from any AVCJPA Member Agency effective July 1, 2021
Presenter: Ann Wilson, Executive Director
Staff Recommendation: That the Governing Board adopt the attached Bylaws, thereby allowing the Board to appoint a Treasurer and Auditor of its choosing from any AVCJPA member agency.

E. Appointment of Treasurer and Auditor effective July 1, 2021
Presenters: Ann Wilson, Executive Director and Laura Cornejo
Staff Recommendation: That the Governing Board (1) Accept Mr. Kung's letter of resignation effective June 30, 2021; and (2) Appoint, pursuant to the City of Pasadena's recommendation, Mr. Alexander Hernandez as the AVCJPA Treasurer and Auditor effective July 1, 2021.

F. Resolution 21-5 Authorizing the Use of Bank of America for Banking Services Effective July 1, 2021and Rescinding Resolution 18-2.

Presenters: Ann Wilson, Executive Director

Staff Recommendation: That the Governing Board approve attached Resolution 21-5 Authorizing the use of Bank of America for Banking Services and Rescinding Resolution 18-2.

G. Resolution 21-4 Establishing the Time, Place and Days of Regular Meetings and Rescinding Resolution 20-2

Presenter: Ann Wilson, Executive Director

Staff Recommendation: That the Governing Board adopt Resolution 21-4 Establishing the Time, Place and Days of regular meetings and Rescinding Resolution 20-2

H. Annual Budget - FY 2021-22

Presenters: Ann Wilson, Executive Director and Laura Cornejo

Staff Recommendation: That the Governing Board Approve the attached Annual Budget for FY 2021-22, effective July 1, 2021.

I. Revised AVCJPA Strategic Project List for Submission to Metro for Short Range Transportation Plan (SRTP)

Presenter: Ann Wilson, Executive Director

Staff Recommendation: That the Governing Board approve the Revised Short Range Transportation Project list and approve its submittal to Metro.

J. Verdugo Workforce Appointment

Presenter: Director, Verdugo Workforce Development Board

Staff Recommendation: That the AVCJPA Governing appoint and re-appoint the following candidate to the Verdugo Workforce Investment Board:

New Appointment:

- Tamar Sadd
- Stephanie O'Keefe

Re-appointments:

- Marisol Espinoza
- Lee Casady
- Michael Ritterbrown

VIII. REPORTS – INFORMATION ONLY

A. Reports from AVCJPA Elected Appointees

1. SCAG Appointee Reports
2. League Appointee Report

Staff Recommendation:

To Receive and File Oral and/or Written Reports.

B. Report from AVCJPA Metro TAC Representative

Presenter: David Kriske

Staff Recommendation:

To Receive and File

C. Report from AVCJPA Executive Director
Presenter: Ann Wilson, Executive Director
Staff Recommendation:
To Receive and File

IX. GOVERNING BOARD REORGANIZATION

A. Selection of Chair for the Arroyo Verdugo Communities Joint Powers Authority Governing Board. The Chair will take nominations for Chair and the Governing Board will vote to select a Chair for a term beginning on July 1, 2021 ending on June 30, 2022.
Motion: That (*name*) is nominated as Chair, for a term effective July 1, 2021 and ending on June 30, 2022.

B. Selection of Vice-Chair for the Arroyo Verdugo Communities Joint Powers Authority Governing Board. The current Chair will take nominations for Vice-Chair and the Governing Board will vote to select a Vice-Chair for a term beginning on July 1, 2021 ending on June 30, 2022.
Motion: That (*name*) is nominated as Vice-Chair, effective July 1, 2021 and ending on June 30, 2022.

RECOGNITION OF OUTGOING CHAIR SPRINGER

X. REMAINING PUBLIC COMMENTS – IF ANY

XI. COMMENTS FROM MEMBERS

XII. ADJOURN

Next Regular Meeting:
Thursday, August 5, 2021, at 4:00 p.m.

This information is tentative, and the schedule, time and location are subject to change.

Arroyo Verdugo Communities Joint Powers Authority

UNOFFICIAL UNTIL APPROVED

SPECIAL MEETING OF THE GOVERNING BOARD

MINUTES
ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY
Thursday, April 29, 2021 - 4:00 p.m.
City of La Cañada Flintridge Council Chambers
One Civic Center Drive
La Cañada Flintridge, CA 91011

I. CALL TO ORDER

Chair Springer called the meeting to order at 4:02 p.m.

II. ROLL CALL

Present: Sharon Springer, Chair
Daniel Brotman, Vice-Chair
Jon Primuth, Member
Andy Wilson, Member (Arrived at 4:05 p.m.)
David Perry, Member
Terry Walker, Member

III. COMMENTS FROM THE PUBLIC – None.

IV. PRESENTATIONS – None.

V. CONSENT CALENDAR – None.

VI. PUBLIC HEARINGS – None.

VII. OTHER BUSINESS

A. Alternatives for Filing the Position of Executive Director
Presenter: Mark Alexander, City Manager
Staff Recommendation:
Option 1: The Executive Director function is assumed by the City of Pasadena at no additional cost to the AVCJPA. *Mr. Alexander presented the staff report outlining the four options considered by the AVCJPA TAC Committee. He stated the City Manager's recommended appointment of Laura Cornejo, City of Pasadena Director of Transportation.*

Member Wilson asked the workload and hours per week. Executive Director Wilson stated she charged 18% of her time but there were periods of greater time commitments. She discussed the benefits of the larger workforce in the City of Pasadena.

In response to Member Walker, Mr. Alexander stated the City of La Canada Flintridge would continue the Treasurer duties and offered the Council Chambers for meetings.

Laura Cornejo expressed her enthusiasm for the opportunity to serve as Executive Director.

In response to Member Wilson, Ms. Cornejo anticipated utilizing various staff members to serve the JPA.

MOTION

Member Perry moved and Vice Chair Brotman seconded a motion to direct staff to prepare an action item for the June 3, 2021 meeting to appoint Laura Cornejo, as Executive Director. The question was called and the motion carried 5-0, Member Wilson abstained.

VIII. CLOSED SESSION

A. Public Employment
(Pursuant to California Government Code 54957)
Title: Executive Director

Closed Session was not held.

IX. REPORTS – INFORMATION ONLY

A. Report from AVCJPA Executive Director
Presenter: Ann Wilson, Executive Director
Staff Recommendation:
To Receive and File

This item was not considered.

X. REMAINING PUBLIC COMMENTS – IF ANY – None.

XI. COMMENTS FROM MEMBERS – None.

XII. ADJOURN

Chair Springer adjourned the meeting at 4:25 p.m.

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Alex Kung, Treasurer

SUBJECT: Treasurer's Report

BACKGROUND

Attached for your information is the latest Treasurer's Report with activity through May 26, 2021.

Since our last meeting, there was little activity and actual total expenditures only increased $934.24 due to the last payment for Strategic Planning services and Governing Board minutes. For the remainder of the fiscal year, staff anticipates making additional payments to reimburse the City of La Cañada Flintridge for salaries, as well as one additional payment for minutes preparation.

FISCAL IMPACT

None

OPTIONS

1. Receive and file

RECOMMENDATION

Staff recommends that the Board receive and file this report.

Attachments: 1. Treasurer's Report as of 5/26/2021

Arroyo Verdugo Communities Joint Powers Authority
TREASURER'S REPORT
FY 2020-21

as of 5/26/2021

REVENUES		Budget	Actual
4395	Membership Dues		
	City of Burbank	$ 7,773.00	$ 6,137.00
	City of Pasadena	$ 9,236.00	$ 7,294.00
	County of Los Angeles	$ 4,114.00	$ 3,248.00
	City of Glendale	$ 10,693.00	$ 8,453.00
	City of La Canada Flintridge	$ 4,912.00	$ 3,879.00
	City of South Pasadena	$ 4,352.00	$ 3,436.00
4411	Subregional Measure M Funding (Metro Reimb.)	$ 16,849.00	$ 17,894.73
	Strategic Plan Carryover	$ 9,694.00	$ 9,134.35
4610	Interest Income	$ -	$ 10.78
	Total Revenues	$ 67,623.00	$ 59,486.86

EXPENSES		Budget	Actual
5003	Salaries - Other		$ -
	Executive Director (salary x 18%)	$ 21,500.00	
	Management Intern (Board Clerk) (30 hours)	$ 580.00	
6038	Lease Agreements	$ -	$ 1.00
6041	Insurance Premiums	$ 11,500.00	$ 7,431.54
6054	Training	$ -	$ -
6061	Professional Services		
	Minutes Preparation	$ 1,800.00	$ 1,200.00
	Financial Audit	$ 3,200.00	$ 3,150.00
	Measure M Consultant	$ 16,849.00	$ 9,700.74
	Strategic Plan Consultant	$ 9,694.00	$ 9,693.59
	Tax Filing Fee and Attorney Time		$ -
	Bank Fees		$ -
	Set-Aside for Reserves	$ 2,500.00	$ -
	Total Expenditures	$ 67,623.00	$ 31,176.87
REVENUES LESS EXPENSES:		$ -	$ 28,309.99

Arroyo Verdugo Communities Joint Powers Authority

WARRANT RESOLUTION NO. 21-3

(Informational)

The following payment has been issued by the Arroyo Verdugo Communities Joint Powers Authority (AVCJPA) since the report of its prior meeting on April 1, 2021. A total of $934.24 was expended for the strategic planning services and minutes for the board meeting. This was all the activity from 3/23/21 – 5/26/21.

Check Warrant June 3, 2021

Checks issued 3/23/21 – 5/26/21

Check Date	Check Number	Payee	Description/Purpose	Amount
5/25/21	50	Lee Andrews Group Inc.	Strategic Planning Services	$559.24
5/25/21	51	Lisa Pope	Minutes	375.00
				$934.24

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Lease Agreement between the AVCJPA and the City of Pasadena for Use of Meeting Room/Office Space

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BACKGROUND

The AVCJPA has had a Lease with the City of La Cañada Flintridge for the use of meeting rooms and office space. This agreement was adopted at the First Meeting of the AVCJPA on October 4, 2017. At the last Special meeting of the Governing Board on April 29, 2021, the Board made a decision to move the Executive Director function to the City of Pasadena. Since that meeting, it has initially been agreed that the Treasurer function will also be moved to the City of Pasadena, which will be addressed later in this agenda.

The City of Pasadena has offered to provide the lease of meeting room/office space at a lease rate of $1.00 per year, just as the City of La Cañada Flintridge did. Attached is the Lease Agreement for Governing Board consideration between the AVCJPA and the City of Pasadena in order to authorize the use.

With regard to the attached insurance requirements, which are standard practice for the City of Pasadena, the AVCJPA broker. The broker has stated that the policy the AVCJPA currently carries meets the limits that are required by the lease. He fully expects the insurance to be in place by July 1, 2021.

The Lease Agreement is primarily necessary in order to provide for insurance and indemnification for both parties. It is needed by the insurance company so they can attach the AVCJPA insurance to a physical location.

RECOMMENDATION:

That Governing Board approve the attached Lease Agreement with the City of Pasadena for use of La Cañada Flintridge for Use of Meeting Room/Office Space and authorize the Executive Director to execute the Agreement on behalf of the AVCJPA.

FISCAL IMPACT:

None

Attachment: Lease Agreement Between the AVCJPA and the City of Pasadena for Use of Meeting Room/Office Space

LEASE AGREEMENT FOR USE OF MEETING ROOM/OFFICE SPACE
Between the Arroyo Verdugo Communities Joint Powers Authority (AVCJPA) and the City of Pasadena

THIS LEASE AGREEMENT (hereafter "Agreement") is made and entered into this ____ day of _____, 2021 by and between the Arroyo Verdugo Communities Joint Powers Authority (hereafter "AVCJPA"), a California Joint Powers Authority, and the City of Pasadena (hereafter "City"), a California municipal corporation, for lease of meeting room/office space at Department of Transportation Offices, 221 E. Walnut Street, Suite 210, Pasadena, California 91101 and City Hall Council Chambers, 100 N. Garfield Avenue, Pasadena, California 91101 (hereafter the "Premises") for use by the AVCJPA.

R E C I T A L S

WHEREAS, the AVCJPA is in need of meeting room space for the conduct of its regular and special Governing Board meetings and other meetings and business of the Governing Board as the need arises; and,

WHEREAS, the AVCJPA appoints the City Executive Director and Treasurer for staff support services and, thus, office space is also needed for the Executive Director and Treasurer's conduct of AVCJPA business; and,

WHEREAS, City is willing to lease meeting room and office space to AVCJPA within the Premises it owns and controls for the conduct of AVCJPA's business, subject to the terms and conditions of this Agreement; and,

WHEREAS, the AVCJPA and City (collectively referred to herein as the "Parties") are willing to enter into this Agreement for AVCJPA's use of the Premises for such purposes;

NOW, THEREFORE, for the consideration as provided for herein, the Parties hereto do agree as follows:

1. MEETING ROOM(S) - City hereby leases to AVCJPA, for AVCJPA's purposes and benefit only, the use of conference rooms or any other adequate space, such as City Council Chambers ("Meeting Room(s)") located within the Premises, for the conduct of AVCJPA business on an "as needed" basis provided such use does not conflict with, nor interfere with, any of City's standing City Council, Commission, Committee and/or City staff meetings, business activities or events, regularly scheduled or scheduled in the course, scope and conduct of the City's normal business operations. City's use of the meeting room(s) shall be primary over AVCJPA. AVCJPA shall provide advance notice to City of AVCJPA's request to use the Meeting Room(s). The Parties shall cooperate to schedule AVCJPA's use with such scheduling not unreasonably withheld by City. The Parties hereto estimate that AVCJPA's use shall equate to approximately twenty-one (21) hours (or 1% out of 2,080 available hours) use during the fiscal year period (July through the subsequent June);

2. OFFICE SPACE - City hereby leases to the AVCJPA, for the AVCJPA's purposes and benefit only,

use of office space located within the Premises for use by the AVCJPA' s Executive Director for the conduct of AVCJPA business on an "as needed" basis provided such use does not conflict with, nor interfere with, the City's use of such office space for the conduct of the City's own business operations. City shall assign the location of such office space within the Premises and may relocate such office space from time-to-time at the City's sole discretion. Such office space use shall be conditioned upon the AVCJPA' s commensurate appointment and maintaining of City staff in the role of Executive Director for the AVCJPA . The Parties hereto estimate that AVCJPA's use shall equate to approximately three hundred twelve (312) hours (or 15% of 2,080 available hours) use during the fiscal year period (July through the subsequent June);

3. CONSIDERATION - In consideration of the City's lease of the Premises to the AVCJPA for the AVCJPA's use and benefit as set forth herein, the AVCJPA shall annually provide a single lease payment in July of each fiscal year, the total sum of one dollar ($1.00), payable to the "City of Pasadena";

4. INSURANCE – The AVCJPA shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth in Exhibit "A," for the duration of the Agreement.

5. INDEMNIFICATION - In lieu of, and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code § 895.6, the Parties hereto agree that all losses or liabilities incurred by a party shall not be shared pro rata but, instead, agree that pursuant to Government Code § 895.4,each of the Parties hereto shall fully indemnify, defend and hold each the other party, its officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code § 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with, or arising out of, any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority, jurisdiction delegated to such other party under this Agreement.

6. EFFECTIVENESS / TERMINATION –This Agreement shall become effective upon its full execution by the Parties' respective authorized representatives and may be terminated by either Party upon providing a written "Notice of Termination" at least thirty (30) days prior to the intended date of termination.

7. NOTICES - Unless subsequently amended in writing, all notices between the Parties shall be communicated to the following:

"City"

City of Pasadena
100 N. Garfield Avenue
Pasadena, CA 91101
ATTN: City Manager

"AVCJPA"

Arroyo Verdugo Communities
Joint Powers Authority
221 E. Walnut, Suite 210
Pasadena, CA 91101
ATTN: Executive Director

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed:

"City"

_____
Steve Mermell
City Manager

Date: _____

ATTEST:

_____
Mark Jomsky
City Clerk

APPROVED AS TO FORM:

_____
Lisa Cheung
Assistant City Attorney
City of Pasadena

"AVCJPA"

_____
Laura Rubio-Cornejo
Executive Director

Date: _____

ATTEST:

_____
Alejandra E. Flores
Clerk of the Board

APPROVED AS TO FORM:

_____
Amy Albano
City Attorney
City of Burbank
AVCJPA

Insurance Requirements

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of Renter, its guests, agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Renter.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability (CGL) coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. The policy shall include broad form contractual liability coverage.

If the use includes athletic activities, Renter shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance.

Renter should check with Renter's insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure Renter's obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover Renter's liability under this agreement. These insurance requirements shall not in any way relieve Renter of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this agreement or law. These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. If Renter maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage required, which are applicable to any given loss, shall be available to City.

The insurance to be provided by Renter under this agreement shall not include any endorsement limiting coverage available to City that is otherwise required herein; and any policy or endorsement language that (i) negates coverage to City for City's own negligence; (ii) limits the duty to defend City under the policy; (iii) provides coverage to City only if Renter is negligent, or (iv) permits the recovery of defense costs from any additional insured. The

insurance provided under this agreement shall not contain any restrictions or limitations which are inconsistent with City's rights under this agreement.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City of Pasadena, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability additional insured coverage shall be provided in the form of an endorsement to Renter's insurance at least as broad as ISO Form CG 20 10 11 85 (ongoing operations) and CG 20 37 (completed operations).

Severability of Interests (Cross-Liability)
A severability of interest provision must apply for all the additional insureds, ensuring that Renter's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Primary Coverage
For any claims related to this contract, Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, its City Council, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall be excess of Renter's insurance and shall not contribute with it.

Notice of Cancellation/Change in Coverage
Each insurance policy required above shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

Waiver of Subrogation
Renter hereby grants to City a waiver of any right to subrogation which any insurer of Renter may acquire against City, its City Council, its officers, officials, employees, agents, and volunteers from Renter by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage
Renter shall furnish City with original certificates and all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements required herein. Each insurance certificate shall specifically identify this agreement. All certificates and

endorsements are to be received and approved by City before work commences. All certificates and endorsements are to be received and approved by City at least five (5) days before Renter commences activities.

Liquor Liability

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from City.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Resignation of Executive Director Wilson and Appointment of Executive Director Rubio-Cornejo

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BACKGROUND

At the Regular Governing Board Meeting of August 1st, I announced my retirement effective June 30, 2021. My letter of resignation is attached. Subsequently, at the Special Meeting of April 29, 2021, the Board determined that it would move the Executive Director function to the City of Pasadena effective July 1, 2021. The Board also indicated a desire to appoint Ms. Laura Rubio-Cornejo, Director of Transportation for the City of Pasadena, as Executive Director.

FISCAL IMPACT

None. The City of Pasadena has agreed to take on the Executive Director function, as well as the Treasurer function at approximately the same level of reimbursement that the City of La Cañada Flintridge received from the AVCJPA. This is reflected in the budget indicated later in the agenda.

RECOMMENDATION

That the Governing Board accept the Letter of Resignation from Executive Director Wilson effective July 29, 2021 and Appoint Ms. Laura Rubio-Cornejo as Executive Director effective July 1, 2021.

Attachment: Letter of Resignation from Executive Director Wilson

Arroyo Verdugo Communities Joint Powers Authority

June 3, 2021

AVCJPA Governing Board
One Civic Center Drive
La Cañada Flintridge, CA 91011

Dear Chair and Members of the Governing Board:

I herewith submit my letter of resignation as Executive Director of the AVCJPA effective June 30, 2021.

Thank you so much for to serve you and your communities. Your diligence, patience and collegiality has been greatly appreciated. Thanks also for your professional support of me and my efforts through the years. It was greatly appreciated.

Sincerely,

Ann Wilson
Executive Director

Burbank ▪ County of Los Angeles (5th District – La Crescenta/Montrose) ▪ Glendale
La Cañada Flintridge ▪ Pasadena ▪ South Pasadena
One Civic Center Drive ▪ La Cañada Flintridge, CA 91011
Phone: 818-790-8880 ▪ Fax: 818-790-7536 ▪ Email: awilson@lcf.ca.gov

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Appointment of AVCJPA Representative to the Metro Policy Advisory Committee (PAC)

BACKGROUND

On November 1, 2018, the Governing Board appointed the "Executive Director" by position (not name) to be the Representative to the Metro Policy Advisory Committee (PAC) meetings. In addition, and at a later date, Talin Shahbazian, City of Pasadena, as the Alternate.

Although the previous action of the Governing Board would allow the new Executive Director to serve, it is likely that Metro requires a letter indicating the name of the representative. Therefore it is recommended that the Governing Board appoint Ms. Laura Rubio-Cornejo to the Metro Policy Advisory Committee.

The Metro Policy Advisory Committee (PAC) meets quarterly. The PAC meetings last approximately 2 hours each, and they call occasional Special Meetings when input is needed. Metro simply requires "regular" attendance. They were originally formed to help Metro formulate the Guidelines for the (at the time) new Measure M funds. Once that was complete, it was turned into a general advisory committee. The Committee is intended to be advisory only, so when a presentation is made, the Committee cannot approve or disapprove of a given policy. As stated in the PAC Guidelines, *"There will not be votes on any issues—indeed feedback to the board should reflect the full range of perspectives, not just the "majority" view on any subject."* Individual members can only ask questions or comment. The Policy Advisory Committee is comprised of Transportation Consumers, Transportation Providers and Jurisdictions. The groups are equal in number (10 each). For each of the other COGs or JPAs, the Representative is the Executive Director.

FISCAL IMPACT

None

RECOMMENDATION

That the Governing Board appoint Ms. Laura Rubio-Cornejo as the Metro Policy Advisory Committee Representative upon her effective date of appointment as Executive Director on July 1, 2021 .

Arroyo Verdugo Communities Joint Powers Authority

June 4, 2021

Mr. Steven Lee
Manager, Transportation Planning
L.A. Metro Policy Advisory Committee
One Gateway Plaza
Los Angeles, CA 90012

Dear Mr. Lee:

Please be advised that I will be retiring effective June 30th and thus resigning as the Policy Advisory Committee (PAC) Representative form the Arroyo Verdugo Communities Joint Powers Authority.

On June 3, 2021, at their Regular meeting, the Governing Board appointed Ms. Laura Rubio-Cornejo as the new PAC Representative, effective July 1, 2021.

Thank you and the rest of the Metro staff for providing information and support for the AVCJPA and for all of the PAC Members.

Sincerely,

Ann Wilson
Executive Director

Sent via email to: leest@metro.net
c: Laura Rubio-Cornejo

Burbank ▪ County of Los Angeles (5th District – La Crescenta/Montrose) ▪ Glendale
La Cañada Flintridge ▪ Pasadena ▪ South Pasadena
One Civic Center Drive ▪ La Cañada Flintridge, CA 91011
Phone: 818-790-8880 ▪ Fax: 818-790-7536 ▪ Email: awilson@lcf.ca.gov

Arroyo Verdugo Communities Joint Powers Authority

VII.D

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Adoption of Bylaws Providing for the Appointment of the AVCJPA Treasurer/Auditor from any AVCJPA Member Agency effective July 1, 2021

BACKGROUND

The City Managers and staff of the cities of La Cañada Flintridge and Pasadena have tentatively agreed, with the Governing Board's approval, to move the Treasurer function to the City of Pasadena, along with the Executive Director function. It is more efficient from a staff viewpoint to have both functions in one entity. In reviewing what would be needed to move the Treasurer function, it was noted that the Joint Powers Agreement (JPA) specifies that that the Treasurer shall be the Director of Finance of the City of La Cañada Flintridge, unless amended by action of a Bylaws amendment, as follows:

> *"Section 14. Treasurer and Auditor Duties. Unless as otherwise amended by action of a Bylaws amendment approved by the Governing Board, the City of La Canada Flintridge's Director of Finance shall hold the position of Treasurer of the Authority and shall have charge of the depositing and custody of all funds and property held by the Authority."*

After conferring with counsel in the past few weeks, it was determined that there was no legal need for Bylaws, despite the fact that most COGs or JPAs have them. The Joint Powers Agreement (JPA) covers most issues that would need to be addressed.

OPTIONS

In order to transfer the Treasurer and Auditor function from La Cañada Flintridge, the Governing Board has three alternatives:

1. Amend the Joint Powers Agreement. This would mean taking it back to every City Council and the Board of Supervisors for approval.
2. Adopt an entire set of Bylaws. Although a draft exists for these, there is insufficient time for both staff and legal review. The next Executive Director and counsel will be reviewing the need for these in the near future.
3. Adopt one Bylaw which would allow the Governing Board to choose the jurisdiction which holds the position of Treasurer of the Authority. This option appears to be the best option to meet the time frame of moving the Treasurer function to the City of Pasadena by July 1st.

FISCAL IMPACT
None.

RECOMMENDATION
It is recommended that the Governing Board adopt the attached Bylaws, thereby allowing the Board to appoint a Treasurer and Auditor of its choosing from any AVCJPA member agency.

Attachments:

1. AVCJPA Bylaw allowing the Governing Board to designate the position of Treasurer/Auditor in any member jurisdiction.
2. AVCJPA Joint Powers Agreement

ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY

BYLAWS

EFFECTIVE JUNE 3, 2021

Arroyo Verdugo Communities Joint Powers Authority

Burbank ▪ County of Los Angeles (5th District – La Crescenta/Montrose) ▪
Glendale ▪ La Cañada Flintridge ▪ Pasadena ▪ South Pasadena

BYLAWS

ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY
PREAMBLE

The Arroyo Verdugo Communities Joint Powers Authority (the "Authority") is an agency voluntarily established by its Members pursuant to a Joint Powers Agreement ("Agreement") for the purpose of coordinate regional and cooperative planning, primarily in the area of transportation and determining how to prioritize regional transportation projects and the allocation of Measure M funds and other public monies, including building a more connective transportation system between the Member agencies.

Article I - Other Officers and Employees

Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law and the Arroyo Verdugo Communities Joint Powers Agreement (Agreement), appoint a qualified person to serve as the Treasurer for the Authority and may appoint a qualified person to serve as the Auditor of the Authority. If the Governing Board so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority concurrently. Any person(s) so appointed shall be compensated and perform all duties pursuant to Sections 13 and 14 of the Joint Powers Agreement. Pursuant to Section 14 of the Agreement, this Bylaw allows someone other than the City of La Canada Flintridge's Director of Finance to be appointed by the Governing Board as Treasurer and Auditor. *(June 3, 2021)*

Article II - Amendments

These Bylaws may, from time to time and at any time, be amended or repealed, and new or additional bylaws adopted, by approval of a majority vote of the Governing Board. Amendments to these Bylaws may be proposed by a Governing Board Representative or by the Executive Director with the Chair's concurrence. Any Amendment shall be submitted to the Governing Board at a meeting at least two weeks prior to the meeting at which the Amendment is voted upon. A vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board is required to adopt an Amendment.

Article III - Conflict Between Bylaws and Joint Powers Agreement

In the event of a conflict between these Bylaws and the Agreement, the Agreement shall prevail.

These Bylaws are herby adopted on this 3rd day of June 2021.

_____
Sharon Springer, Chair

ARROYO VERDUGO COMMUNITIES

A JOINT POWERS AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

EFFECTIVE MAY 1, 2017

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JOINT EXERCISE OF POWERS AGREEMENT OF THE "ARROYO VERDUGO COMMUNITIES"
(A JOINT POWERS AUTHORITY)

This Joint Exercise of Powers Agreement ("Agreement") is made and entered into by and between the public entities (collectively, "Members") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq. of the California Government Code and other applicable law:

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. The Arroyo Verdugo Subregion Steering Committee was assembled in 1993 as a method of coordinating information and providing a forum for discussion on regional issues of mutual interest and concern amongst the cities of Burbank, Glendale, La Cañada Flintridge, Pasadena, and South Pasadena. While the Subregion is not an organization which operates under a formal Joint Powers Agreement or Memorandum of Understanding structure, the cities have, nonetheless, met regularly to discuss subjects of mutual interest, consider regional programs and initiatives, and conduct studies, primarily related to transportation and the environment.

b. A growing need for the cities and unincorporated communities of the Arroyo Verdugo Subregion to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure;

c. A shift in regional funding procedures will likely result in transportation funds being allocated through the various subregions in Los Angeles County requiring a formal agreement of the cities and unincorporated communities of the Arroyo Verdugo Subregion to receive, allocate and program these funds;

d. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a formal partnership through a joint exercise of powers agreement;

e. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and to provide recommendations and solutions to problems of common and general concern to its Members;

f. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);

g. Each Member is a governmental entity established by law with the full powers of government in legislative, administrative, financial, and other related fields;

h. Each Member, by and through its legislative body, has determined that a formal organization to assist in planning and voluntary coordination among the cities is required in furtherance of the public interest, necessity and convenience; and

i. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of a 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 California 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 Arroyo Verdugo Communities Joint Powers Authority ("Authority").

Section 4. Purpose and Powers of the Authority.

a. Purpose of Authority. The purpose of the creation of the Authority is to provide a vehicle for the Members to coordinate regional and cooperative planning, primarily in the area of transportation and determining how to prioritize regional transportation projects and the allocation of Measure M funds and other public monies, including building a more connective transportation system between the Member agencies. It is the clear intent among the Members that the Authority shall not possess the legal 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 Authority is one of voluntary cooperation among Members for the collective benefit of the cities within the Arroyo Verdugo subregion.

b. Common Powers. The Members establish this Authority as a separate public agency under California Government Code Sections 6500 et seq. The Authority shall have the powers common to the Members to carry out the purposes set forth in this Agreement. Except as otherwise authorized or permitted by California Government Code Sections 6500 et seq., and for purposes of, and to the extent required by Section 6509 of the California Government Code, the Authority is subject to the restriction on the manner of exercising the powers of the City of Pasadena. The Authority shall have the power to, and may perform all acts necessary in the exercise of the common powers including, but not limited to, the following specific powers:

(1) Serve as an advocate in representing the Members of the Authority at the regional, state and federal levels on issues of importance to the Arroyo Verdugo subregion;

(2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance;

(3) Assemble information helpful in the consideration of problems peculiar to the Members;

(4) Utilize Member resources or presently existing single purpose public and public/private groups to carry out its programs and projects;

(5) Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of local public welfare and improving the administration of governmental services;

(6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities and unincorporated areas within the Arroyo Verdugo subregion as they work toward achieving mutual planning goals;

(7) Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;

(8) Serve as a mechanism for obtaining state, federal and regional grants to assist in financing the expenditures of the Authority;

(9) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;

(10) Employ agents, officers and employees;

(11) Apply for, receive and administer a grant or grants under any federal, state, or regional programs;

(12) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

(13) Lease, manage, maintain, and operate any buildings, works, or improvements;

(14) Delegate one, some or all of its powers to the Executive Director as hereinafter provided; and

(15) Borrow money, incur indebtedness and/or issue bonds pursuant to the Constitution of the State of California and any of the laws of the State of California and to exercise any implied powers necessary to exercise the express powers provided for in this subparagraph.

c. Exercise of Powers. The Authority shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and any duly adopted Bylaws.

Section 5. Creation of a Governing Board. There is hereby created a Governing Board for the Authority ("Governing Board") to conduct the affairs of the Authority. The Governing Board shall be constituted as follows:

a. Designation of Governing Board Representatives. One person shall be designated as a representative of the Governing Board by the legislative body of each of the Members ("Governing Board Representative") or, in the case of the County, the Los Angeles County Board of Supervisors (Supervisor of the Fifth Supervisorial District or his/her designated representative.) No Member shall be limited to "ex officio" non-voting representation on the Governing Board; however, the Governing Board, at its sole discretion, may allow "ex officio" non-voting representation from public entities that are not Members.

b. Designation of Alternate Governing Board Representatives. One person shall be designated as an alternate representative of the Governing Board by the legislative body of each of the Members ("Alternate Governing Board Representative") or, in the case of the County, the Fifth District Supervisor's designated alternate representative.

c. Eligibility. No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members except that, in the case of the County, the Representative and Alternate Representative may be any person so designated by the Los Angeles County Supervisor of the 5th Supervisorial District, in writing, as presented to the Executive Director, subject to change at the discretion of the Supervisor. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement to serve out the term of the disqualified representative.

Section 6. Use of Public Funds and Property. The Governing Board shall be empowered to utilize, for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Subject to the approval of the Governing Board, the Members shall participate in the funding of the Authority in such a manner as the Governing Board shall prescribe subject to the provisions of Section 23 of this Agreement. Where applicable, the Governing Board may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Authority's activities.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Each Member may cast only one vote for each issue before the Governing Board through its designated representative. An Alternate Governing Board Representative may vote in the proceedings of the Governing Board only in the absence of the respective Governing Board Representative. Governing Board Representatives (or the Alternate Governing Board Representatives) shall be entitled to participate in and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member, for which that Governing Board Representative or Alternate Governing Board Representative represents, has timely and fully paid dues as required by this Agreement and/or duly adopted Bylaws.

b. Proxy Voting. No absentee or proxy voting is permitted.

c. Quorum. A quorum of the Governing Board shall consist of fifty percent (50%) plus one (1) of its total voting membership.

d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Such committees shall remain in existence until dissolved by the Governing Board. Qualified persons shall be appointed to such committees in a manner as prescribed by the Governing Board and shall serve at the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, duly adopted Bylaws, or by direction of the Governing Board, may be composed of representatives to the Governing Board and non-representatives to the Governing Board.

e. Actions. Actions taken by the Governing Board shall be by fifty percent (50%) plus one (1) of the voting Governing Board Representatives who are present with a quorum in attendance, unless, by a provision of applicable law, this Agreement, duly adopted Bylaws, or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all intents and purposes, the policy making body of the Authority. All of the powers of the Authority, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Rosenberg's Rules of Order. The substance of Rosenberg's Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board.

Section 10. Meetings of the Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meetings shall be as directed by the Governing Board.

Section 11. Election of Chair and Vice-Chair. The Chair shall preside over all meetings of the Governing Board and shall perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by the direction of the Governing Board. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board or Chair.

At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of Chair of the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board. The terms of office of the Chair and Vice Chair elected at the first regular meeting of the Governing Board shall continue through the first December 31 of their terms and expire on the first July 1 subsequent thereafter. Elections to determine their successors shall be held at the regular meeting preceding the first July 1. Thereafter, a Governing Board Representative shall be elected to the position of Chair of the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board at the regular meeting of the Governing Board immediately preceding July 1 each year. The terms of office of the Chair and Vice Chair shall commence on July 1 and expire on June 30.

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

Section 12. Executive Director. The Governing Board may appoint, by a vote of fifty percent (50%) plus one (1) of the total voting membership, a qualified person to serve as Executive Director under any form it desires including, but not limited to, a contract, Member in-house (subject to the Member's city manager authorization), or employment basis. The Executive Director shall be neither a Governing Board Representative, nor an Alternate Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21 (c) of this Agreement). The Executive Director shall be the chief administrative officer of the Authority. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board.

Section 13. Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law, designate a qualified person to serve as the Treasurer for the Authority and a qualified person to serve as the Auditor of the Authority. If the Governing Board so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority concurrently. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Governing Board.

Section 14. Treasurer and Auditor Duties. Unless as otherwise amended by action of a Bylaws amendment approved by the Governing Board, the City of La Cañada Flintridge's Director of Finance shall hold the position of Treasurer of the Authority and shall have charge of the depositing and custody of all funds and property held by the Authority. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties required in Sections 6505 and 6505.5 of the California Government Code, and such duties as may be required by the Governing Board. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. The person appointed by the Governing Board to hold the position of Auditor of the Authority shall ensure that an annual performance of financial review of the Authority's revenue and expenditures is conducted and shall report as such to the Governing Board and perform such other functions as may be required by provisions of applicable law, this Agreement, duly-adopted Bylaws and/or by the direction of the Governing Board.

Section 15. Designation of Other Officers and Employees. The Governing Board may designate such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Authority.

Section 16. Obligations of the Authority. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone. No Member of the Authority shall be responsible, directly or indirectly, for any obligation, debt or liability of the Authority, whatsoever.

Section 17. Control and Investment of Authority Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law. It shall be the responsibility of the Treasurer of the Authority to appropriately invest Authority funds consistent with the Authority's duly adopted investment policy and the responsibility of the Auditor of the Authority to verify that such investments comport with the Authority's duly adopted investment policy.

Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Authority to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Authority in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 19. Term. The Authority created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.

Section 20. Application of Laws to Authority Functions. The Authority and its Governing Board and standing committees, shall comply with all applicable laws (as would otherwise be applicable to California municipal corporations) in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Section 54950 et seq., of the California Government Code.), Political Reform Act (Section 81000 et seq., of the California Government Code) and Public Records Act (Section 6250 et seq., of the California Government Code.)

Section 21. Members.

a. Withdrawal. A Member may withdraw from the Authority by filing its written notice of withdrawal with the Chair of the Governing Board sixty (60) days prior to the actual withdrawal date. Such withdrawal shall be effective at 11:59 p.m. on the last day of the sixty (60) day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations for the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. The annual dues of a withdrawn Member shall be forfeited for the fiscal year of withdrawal. Past obligations and/or liabilities incurred during the period of membership for a withdrawing Member shall continue until absolved unless otherwise extinguished as part of a mutually agreed upon separation agreement between the withdrawing Member and all remaining Members of the Authority (unanimous consent). Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Authority.

b. Non-Payment of Dues. If a Member fails to pay dues within three (3) months of its annual dues assessment, as required under Section 23 of this Agreement and the Bylaws, and after a thirty (30) day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Authority. When a Member is suspended, no representative of that Member shall vote on any matter pending before the Governing Board or any committee. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.

c. Admitting and Readmitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall be admitted to the Authority by: (1) adopting this Agreement by majority vote of the legislative body of the Eligible Public Entity; (2) properly executing this Agreement; and (3) paying, in full, all dues owed for the current fiscal year and/or past years (including any delinquent charges). An Eligible Public Entity is eligible for admission regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 26) of this Agreement. An Eligible Public Entity that has withdrawn from the Authority in accordance with Section 21 may be readmitted to the Authority by (1) re-adopting this Agreement or any subsequent version of this Agreement by a majority vote of the legislative body of the Eligible Public Entity; (2) properly executing this Agreement or any subsequent version of this Agreement; and (3) paying, in full, all dues owed for the current fiscal year and any fiscal years for which the Eligible Public Entity had been withdrawn from the Authority. No vote of the Governing Board shall be required to admit or readmit an Eligible Public Entity that is in good standing.

d. Admitting and Readmitting New Members. New Members (who are not listed as Eligible Public Entities in Exhibit A to the Agreement) may be admitted or readmitted to the Authority only upon an affirmative vote of fifty percent (50%) plus one (1) of the then-total voting membership of the Governing Board. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Interference with the Functions of Members. The Governing Board shall not take any action that constitutes an interference with the exercise of lawful powers by a Member of the Authority.

Section 23. Dues of Members. The Members of the Authority shall be responsible for the annual payment of dues for each fiscal year in the amounts budgeted and adopted by the Governing Board, as and for the operating costs of the Authority as provided in the duly-adopted Bylaws. An annual dues assessment will be issued to all Members and shall be due and payable in July of each calendar year

Section 24. Disposition of Assets. Upon termination of this Agreement, and after the payment of all obligations of the Authority, any and all general assets remaining shall be distributed to the Members in proportion to the then-existing proportional obligation of those Members' dues to participate in the funding of the Authority (as provided in Section 23 hereof), except that any special assessments or funds contributed by Members for specific purposes that are identifiable and segmented for the respective Members' benefit, shall be returned to the Member.

Section 25. Amendment. This Agreement may be amended at anytime with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then-Members hereto.

Section 24. Disposition of Assets. Upon termination of this Agreement, and after the payment of all obligations of the Authority, any and all general assets remaining shall be distributed to the Members in proportion to the then-existing proportional obligation of those Members' dues to participate in the funding of the Authority (as provided in Section 23 hereof), except that any special assessments or funds contributed by Members for specific purposes that are identifiable and segmented for the respective Members' benefit, shall be returned to the Member.

Section 25. Amendment. This Agreement may be amended at anytime with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then-Members hereto.

Section 26. Effective Date. The effective date ("Effective Date") of this Agreement shall be May 1, 2017 if fifty percent (50%) plus one (1) of the Eligible Public Entities, whose names are set forth in Exhibit A, adopt this Agreement by a majority vote of the legislative body of each Eligible Public Entity and execute this Agreement. If fifty percent (50%) plus one (1) of the Eligible Public Entities have not adopted and executed this Agreement by May 1, 2017, then the Effective Date of the Agreement shall be the first day of the month subsequent to fifty percent (50%) plus one (1) of the Eligible Public Entities adopting and executing this Agreement.

Section 27. Indemnity. (a) The parties acknowledge that the provisions of California Government Code Section 6513 (privileges and immunities of government agency acting under a joint powers agreement) apply to this Agreement; and (b) Pursuant to California Government Code Section 895.4, each Member agrees to defend, indemnify and hold the other Member, and its officers, agents and employees harmless from any costs, expense, claim or judgment arising out of any acts or omissions of the Member or its officers, agents or employees with respect to the implementation of this Agreement.

That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

CITY OF BURBANK	CITY OF GLENDALE
Mayor	Mayor
August 23, 2017 Date	Date
ATTEST:	ATTEST:
City Clerk	City Clerk

Section 26. Effective Date. The effective date ("Effective Date") of this Agreement shall be May 1, 2017 if fifty percent (50%) plus one (1) of the Eligible Public Entities, whose names are set forth in Exhibit A, adopt this Agreement by a majority vote of the legislative body of each Eligible Public Entity and execute this Agreement. If fifty percent (50%) plus one (1) of the Eligible Public Entities have not adopted and executed this Agreement by May 1, 2017, then the Effective Date of the Agreement shall be the first day of the month subsequent to fifty percent (50%) plus one (1) of the Eligible Public Entities adopting and executing this Agreement.

Section 27. Indemnity. (a) The parties acknowledge that the provisions of California Government Code Section 6513 (privileges and immunities of government agency acting under a joint powers agreement) apply to this Agreement; and (b) Pursuant to California Government Code Section 895.4, each Member agrees to defend, indemnify and hold the other Member, and its officers, agents and employees harmless from any costs, expense, claim or judgment arising out of any acts or omissions of the Member or its officers, agents or employees with respect to the implementation of this Agreement.

That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

CITY OF BURBANK

_____
Mayor

_____
Date

ATTEST:

_____
City Clerk

CITY OF GLENDALE

_____
Mayor

8/25/17
Date

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
CITY ATTORNEY

DATE 8/1/17

CITY OF LA CAÑADA FLINTRIDGE

Mayor

07/05/17
Date

ATTEST:

City Clerk

COUNTY OF LOS ANGELES

Chair of the Los Angeles County Board of Supervisors

Date

ATTEST:

County Clerk

CITY OF PASADENA

Mayor

Date

ATTEST:

City Clerk

CITY OF SOUTH PASADENA

Mayor

Date

ATTEST:

City Clerk

CITY OF LA CAÑADA FLINTRIDGE

Mayor

Date

ATTEST:

City Clerk

COUNTY OF LOS ANGELES

Chair of the Los Angeles County Board of Supervisors

Date

ATTEST:

County Clerk

CITY OF PASADENA

Mayor

6/27/17
Date

ATTEST:

6/27/17
City Clerk

CITY OF SOUTH PASADENA

Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:
This 27th day of June, 2017
By
Assistant City Attorney

ATTEST: LORI GLASGOW
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
By _____, Deputy

CITY OF LA CAÑADA FLINTRIDGE

COUNTY OF LOS ANGELES

_____
Mayor

_____
Chair of the Los Angeles County
Board of Supervisors

_____
Date

AUG 15 2017
Date

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF PASADENA

CITY OF SOUTH PASADENA

_____
Mayor

_____
Mayor

_____
Date

_____
Date

ATTEST:

ATTEST:

_____
City Clerk

_____
City Clerk

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#27 AUG 15 2017

LORI GLASGOW
EXECUTIVE OFFICER

CITY OF LA CAÑADA FLINTRIDGE

Mayor

Date

ATTEST:

City Clerk

COUNTY OF LOS ANGELES

Chair of the Los Angeles County
Board of Supervisors

Date

ATTEST:

County Clerk

CITY OF PASADENA

Mayor

Date

ATTEST:

City Clerk

CITY OF SOUTH PASADENA

Mayor

4/19/2017
Date

ATTEST:

City Clerk

ELIGIBLE PUBLIC ENTITIES

Burbank

Glendale

La Cañada Flintridge

Los Angeles County Board of Supervisors
(5th Supervisorial District, representing La Crescenta/Montrose)

Pasadena

South Pasadena

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director and Laura Cornejo

SUBJECT: Appointment of Treasurer and Auditor

BACKGROUND

The cities of Pasadena and La Cañada Flintridge recommend the transfer of the Treasurer and Auditor function to the City of Pasadena. It is efficient to have the Executive Director and Treasurer/Auditor in the same organization.

For this position, the City of Pasadena recommends that the Governing Board appoint Mr. Alexander Hernandez as the Treasurer and Auditor.

Attached is Mr. Alexander Kung's resignation as the current Treasurer and Auditor.

FISCAL IMPACT

None

RECOMMENDATION

That the Governing Board (1) Accept Mr. Kung's letter of resignation effective June 30, 2021; and (2) Appoint, pursuant to the City of Pasadena's recommendation, Mr. Alexander Hernandez as the AVCJPA Treasurer and Auditor effective July 1, 2021.

Attachment: Letter of Resignation from Mr. Alexander Kung

AVCJPA
Arroyo Verdugo Communities Joint Powers Authority

5/26/2021

Honorable Chair and Board members
Arroyo Verdugo Communities Joint Powers Authority
One Civic Center Drive
La Cañada Flintridge, CA 91011

Dear Honorable Chair and Board members:

Effective 6/30/2021, I will be resigning from my position as Treasurer for the AVCJPA. Although my tenure was short, I am honored to have the opportunity to serve this board. I wish you nothing but success in the future.

Sincerely,

Alex Kung
Treasurer

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Resolution for AVCJPA Banking Services

BACKGROUND

In 2018, the Governing Board adopted a resolution designating Citizen's Business bank as the AVCJPA bank of record. On July 1st, the duties of AVCJPA Treasurer and Auditor will be transferred an employee of the City of Pasadena.

Since the City of Pasadena uses Bank of America for banking services, they have requested that a new Banking Resolution indicating the use of the Bank of America for AVCJPA banking services be put before the Board for consideration.

The Board, in approving this Resolution, would also need to rescind the previous Resolution 18-2.

FISCAL IMPACT

None

RECOMMENDATION

That the Board approve the attached Resolution 21-5 Authorizing the use of Bank of America for Banking Services and Rescinding Resolution 18-2.

Attachment: Resolution 21-5 Authorizing the use of Bank of America for Banking Services and Rescinding Resolution 18-2

ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY

RESOLUTION NO. 21-5

A RESOLUTION OF THE ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY AUTHORIZING THE USE OF BANK OF AMERICA FOR BANKING SERVICES AND RESCINDING RESOLUTION 18-2

WHEREAS, the Arroyo Verdugo Communities Joint Powers Authority ("AVCJPA") is a Joint Powers Authority, which was established pursuant to Chapter 5 of Division 7, Title 1, of the Government Code of the State of California (Sections 6500, et seq.); and

WHEREAS, the Governing Board has designated Mr. Alexander Hernandez of the City of Pasadena to hold the positions of Treasurer and Auditor effective July 1, 2021; and

WHEREAS, the City of Pasadena uses Bank of America for its banking services and the Treasurer and Auditor of the AVCJPA is also an employee of the Pasadena, thereby making banking with Bank of America both trustworthy and efficient;

NOW, THEREFORE, THE GOVERNING BOARD OF THE ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The Governing Board adopts, ratifies, and approves the use of Bank of America in the provision of banking services.

SECTION 2. This Resolution shall take effect July 1, 2021.

SECTION 3. The Executive Director of the AVCJPA shall certify to the passage and adoption of this resolution and its approval by the Governing Board and shall cause the same to be listed in the records of the AVCJPA.

PASSED, APPROVED and ADOPTED this 3rd Day of June 2021.

_____
Sharon Springer, Chair

ATTEST:

_____
Ann Wilson, Executive Director

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Resolution Establishing the Time, Place and Days of Regular Meetings and Rescinding Resolution 20-1

BACKGROUND

California Government Code § 54954 provides that *"(a) Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting pursuant to subdivision (a) of Section 54954.2, shall be considered for purposes of this chapter as regular meetings of the legislative body."*

The AVCJPA has been meeting at the City of La Cañada Flintridge City Hall Council Chambers at 4:00pm on the first Thursday of the month. The meetings have been established in a Resolution 20-2 as being bi-monthly or occurring six times per year. This schedule is restated in the attached Resolution. It has been determined that the Executive Director function will be moved to the City of Pasadena. With that, the City of Pasadena would like to move their meetings to the Pasadena City Hall.

The attached Resolution 21-4 retains the same schedule and time of meetings as was previously approved by the Board but moves the location to the City of Pasadena City Hall.

FISCAL IMPACT: None

OPTIONS

1. Adopt Resolution 21-4 Establishing the time, place and days of regular meetings and rescinding Resolution 20-2
2. Give staff alternate direction.

RECOMMENDATION

1. That the Governing Board adopt Resolution 21-4 Establishing the time, place and days of regular meetings and rescinding Resolution 20-2

Attachment: Resolution 21-4 Establishing the time, place and days of regular meetings and rescinding Resolution 20-2

THE ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY
RESOLUTION NO. 21-4

A RESOLUTION OF THE GOVERNING BOARD OF THE ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY ESTABLISHING THE TIME, PLACE AND DAYS OF REGULAR MEETINGS AND RESCINDING RESOLUTION 20-2

WHEREAS, the California Government Code § 54954 provides that (a) Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting pursuant to subdivision (a) of Section 54954.2, shall be considered for purposes of this chapter as regular meetings of the legislative body; and

WHEREAS, at a Regular Meeting of the Arroyo Verdugo Communities Joint Powers Authority (AVCJPA) held on November 5, 2020, the AVCJPA Governing Board adopted Resolution 20-2, a schedule for regular meetings; and

WHEREAS, with the transfer of the AVCJPA Executive Director and the Treasurer function to the City of Pasadena from the City of La Cañada Flintridge and as such the City of Pasadena will move the Governing Board meeting location to the Pasadena City Hall effective July 1, 2020.

NOW, THEREFORE, the Governing Board of the Arroyo Verdugo Communities Joint Powers Authority Steering Committee does hereby rescind Resolution 20-2 and adopt the following as its Regular meeting time, schedule and place:

Time: 4:00 p.m.

Place: City of Pasadena City Hall
100 N. Garfield Avenue
Pasadena, CA 91101

Schedule: Bi-monthly as follows:

1. February of each year - 1st Thursday
2. April of each year – 1st Thursday
3. June of each year – 1st Thursday
4. August of each year – 1st Thursday
5. October of each year – 1st Thursday
6. December of each year – 1st Thursday

PASSED, APPROVED and ADOPTED this 3rd day of June 2021.

_____
Sharon Springer, Chair

ATTEST:

_____
Ann Wilson, Executive Director

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Annual Budget FY 2021-22

BACKGROUND

The Arroyo Verdugo Communities Joint Powers Authority (AVCJPA) has a policy of assigning dues which assess each city a total of 50% of the weighted share (weighted by the average of population, assessed valuation and land area) plus 50% of an equal share. The proposed budget reflects the 2021 Department of Finance population estimates, along with the 2020 Assessed Valuations. The attached budget represents this method of calculation for dues. The 2021-22 budget, presented for the Governing Board's consideration, also reflects figures for each AVCJPA agency based on that formula. Estimated expenditures include the staff time to be incurred by the City of Pasadena as it administers the AVCJPA, as well as and other expenses expected to be incurred by the AVCJPA during FY 2021-22.

Attached is an FY 2021-22 operating budget of $87,701. Less Metro revenues, the AVCJPA dues will be a total of $61,951 pursuant to the formula described above, with the specific amount to be charged to each agency indicated in the budget for your consideration.

The items in the budget are made up of estimated staff time for the Executive Director, Board Clerk and Treasurer; Office Supplies, Annual Lease Agreement Fee; Communication and Recognition Costs, Insurance, and Professional Support costs for Website Development and Management and the Annual Auditor.

The only Special Fund expenditure is the cost of the Measure M Project consultant, which is anticipated to be $25,750. This is the consultant cost to analyze the AVCJPA Measure M projects for FY 22-24 and get them to Metro for programming. This contract is an extension of the original bid awarded by the Governing Board in 2018. However, this is based on the assumption that the Governing Board will once again vote to extend the contract of the current consultant. The cost of the consultant is fully reimbursable from Metro Measure M Planning (.05%) funds. The AVCJPA has a Funding Agreement for this purpose which can be amended if additional funds are needed.

Following Governing Board approval of the budget, all AVCJPA member agencies will be billed after July 1, 2021, for their share as listed for the 2021-22 fiscal year.

The budget is once again a "bare bones" budget, in that the AVCJPA member agencies are being assessed dues which only partially cover what is needed in staff time (salaries, benefits, etc.) and other costs. Also, there are no charges for mileage or any other charges beyond the costs listed. . These factors represent a substantial cost savings for all member agencies and the expenses are a subsidy by the City of Pasadena to the AVCJPA.

In the upcoming fiscal year, AVCJPA transportation staff from each member agency may be asking other member agencies to devote resources to the AVCJPA.

The Proposed Budget reflects six regular meetings per year and an estimated two special meetings.

RECOMMENDATION
Approve the attached Annual Budget for FY 2021-22, effective July 1, 2021.

Attachment: AVCJPA FY 2021-22 Budget

ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY (AVCJPA)
FY 2021-22 PROPOSED BUDGET

REVENUES

BUDGET ITEM	AMOUNT	DESCRIPTION
Member Dues - Operations	$61,951.00	Dues charged to Member Agencies for expenditures that are not otherwise reimbursed and which are divided per Board Policy
Revenues from Measure M Planning Funds for Measure M Project Consultant	$25,750.00	Reimbursement through Funding Agreement with Metro
TOTAL REVENUES	**$87,701.00**	

EXPENDITURES

BUDGET ITEM	COST	DESCRIPTION
Expenditures from Dues:		
Reimbursement to City of Pasadena for staff services	$ 46,450.00	Executive Director, Board Clerk, Treasurer
Office Supplies	$ 300.00	
Lease Agreement	$ 1.00	Lease Agreement with City of Pasadena for use of property
Communication/Recognition	$ 200.00	Plaques, publications
Insurance	$ 8,000.00	Gen. Liability Ins.: Public Official Ins.; Treasurer Surety Bond
Professional Support Services	$ 7,000.00	Website Development & Management ($3,500); Annual Auditor ($3,500)
Subtotal Operating Costs Charged to Dues:	**$ 61,951.00**	Includes expenditures reimbursed only from dues
Expenditures from Special Funds:		
Measure M Project Consultant	$ 25,750.00	Expenditure to be reimbursed by Measure M Revenue - cost estimate based on extension of existing agreement with contractor for Measure M MSP project planning services
Subtotal Operating Costs from Special Funds:	**$ 25,750.00**	
FY 2021-22 TOTAL EXPENDITURES:	**$ 87,701.00**	

UNDESIGNATED RESERVES	**$ 21,088.00**

ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY (AVCJPA)
FY 2021-22 ALLOCATION BY AGENCY

WEIGHTED SHARE (1/2 BUDGET)

CITY	POPULATION (DEPARTMENT OF FINANCE POPULATION ESTIMATES AS OF 1/1/21)		2020 ASSESSED VALUE (in billions)*		LAND AREA		WEIGHTED FACTOR (average % of population, assessed value & land	Total Weighted Share Cost per City
Burbank	103,969	20.05%	$25.00	23.17%	17.380	20.11%	21.11%	$13,076.00
Glendale	203,834	39.30%	$33.96	31.47%	30.453	35.23%	35.33%	$21,890.13
La Cañada Flintridge	20,194	3.89%	$8.45	7.83%	8.645	10.00%	7.24%	$4,486.41
Pasadena	145,306	28.02%	$32.83	30.42%	23.130	26.76%	28.40%	$17,594.00
South Pasadena	25,668	4.95%	$5.13	4.75%	3.405	3.94%	4.55%	$2,817.19
County of Los Angeles 5th District (La Crescenta-Montrose)	19,658	3.79%	$2.54	2.35%	3.426	3.96%	3.37%	$2,087.27
Totals:	518,629	100.00%	$107.91	100.00%	86.439	100.00%	100.00%	$61,951.00

**Assessed valuations are only available in July of each year. Therefore, the Assessed Valutions shown are for the previous year. Assessed valuation for La Crescenta/Montrose is at the 2015 level - annual estimates are not available.*

FY 2021-22 PROPOSED TOTAL ANNUAL COST BY AGENCY:	Burbank	Glendale	La Cañada Flintridge	Pasadena	South Pasadena	Co. of L.A. 5th Dist. (La Crescenta-Montrose)	TOTAL
Weighted Share	$13,076.00	$21,890.13	$4,486.41	$17,594.00	$2,817.19	$2,087.27	$61,951.00
One-Half Weighted Share:	**$6,538.00**	**$10,945.07**	**$2,243.20**	**$8,797.00**	**$1,408.60**	**$1,043.63**	$30,975.50
Equal Share ($40,650 / 6)	$10,325.17	$10,325.17	$10,325.17	$10,325.17	$10,325.17	$10,325.17	$61,951.00
One-Half Equal Share:	**$5,162.58**	**$5,162.58**	**$5,162.58**	**$5,162.58**	**$5,162.58**	**$5,162.58**	$30,975.50
DUES (unrounded):	**$11,700.58**	**$16,107.65**	**$7,405.79**	**$13,959.58**	**$6,571.18**	**$6,206.22**	**$61,951.00**
TOTAL PROPOSED DUES BY AGENCY (Rounded):	**$11,701.00**	**$16,108.00**	**$7,406.00**	**$13,959.00**	**$6,571.00**	**$6,206.00**	**$61,951.00**

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Revised Short Range Project List for Metro

BACKGROUND

At the last Regular Governing Board meeting on April 1, 2021, the Governing Board approved a list of projects to be considered by Metro as part of their Short-Range Transportation Plan. This was in response to Metro reaching out to the COG and JPA Directors for these lists.

The City of Pasadena and the City of Burbank's last revisions to the AVCJPA List were inadvertently not included in the final list that the Board considered. The revised list is attached, containing additions (highlighted in yellow) and deletions (redlined). Metro's due date for these projects is not until the end of June, so the list is still timely.

It should also be noted that some AVCJPA member agencies, which are also members of COGs, may be submitting their same list to the COG to which they belong, as well, for submission to Metro.

FISCAL IMPACT

None

RECOMMENDATION

That the Governing Board approve the Revised Short Range Transportation Project list and approve its submittal to Metro.

Attachment: Revised Short Range Transportation Plan Project List

ARROYO VERDUGO COMMUNITIE JOINT POWERS AUTHORITY
PROJECTS FOR INCLUSION IN THE METRO SHORT RANGE TRANSPORTATION PLAN
Projects of Regional or Subregional Significance

AGENCY	PROJECT	PROJECT DESCRIPTION	ESTIMATED COST (IF KNOWN)
BURBANK	Downtown Burbank Magnolia Blvd Bridge Rehab Project	Rehabilitate Magnolia Bridge over I-5 and Metrolink to improve seismic resiliency and add protected bicycle and pedestrian paths as identified in the Burbank Complete Streets Plan	$25,000,000
	Downtown Burbank Olive Avenue Bridge Rehab and BRT Station Project	Rehabilitate Olive Avenue Bridge over I-5 and Metrolink to improve seismic resiliency and add expanded pedestrian connection to Downtown Burbank Metrolink Station. Provide expanded NoHo-Pasadena BRT station with direct connection to Downtown Burbank Metrolink Station including bus platform and elevator	$30,000,000
	Downtown Metrolink Station Rehabilitation	Rehabilitate the Downtown Burbank Metrolink Station, which is over 20 years old.	$4,000,000
	Downtown Burbank Metrolink Station Pedestrian Underpass Project	Grade Separate (via underpass) the two pedestrian crossings at the Downtown Burbank Metrolink Station to improve safety and accommodate 15-minute Metrolink Service	$10,000,000
	Downtown Burbank First-Last Mile Complete Streets Improvements	Construct First-Last Mile Bicycle and Pedestrian Improvements identified in the Complete Streets Plan that improve access to the Downtown Burbank Metrolink Station (*Includes the following Projects: 10% of Citywide Sidewalk Project, First Street Bikeway Phase 2, Downtown Magnolia Phase 2, Front-Verdugo Phase 2)*	$6,400,000
GLENDALE	Victory Blvd Complete Streets Project	Would complete a regional gap in the off-street Class I bike path network between the Chandler Bikeway and the LA River via the Burbank Western Channel and Victory Boulevard, focusing on the section within the Glendale City limits. The project would improve transit and pedestrian connectivity in the corridor. The project limits are anticipated to be along Victory Boulevard from the Burbank city limit to the River Walk bikeway entrance in the City of Glendale, along the LA River.	Project Cost: $12,000,000 Funding Shortfall: $6,048,413
	Foothill Blvd.	This project includes selective removal and repair of broken and damaged curbs and gutters, driveway and alley approaches, sidewalks, and deteriorated pavements; Installation and/or reconstruction of curb ramps meeting current ADA guidelines; buffered Class II bike lane installation, landscaped median installation, street resurfacing, traffic signal upgrades at the existing intersections, installation of pavement striping, pavement markings, and signage on Foothill Boulevard between Lowell Avenue to Pennsylvania Avenue within the City ROW.	Project Cost: $15,000,000 Funding Shortfall: $15,000,000

	Victory Blvd Complete Streets Project	Would complete a regional gap in the off-street Class I bike path network between the Chandler Bikeway and the LA River via the Burbank Western Channel and Victory Boulevard, focusing on the section within the Glendale City limits. The project would improve transit and pedestrian connectivity in the corridor. The project limits are anticipated to be along Victory Boulevard from the Burbank city limit to the River Walk bikeway entrance in the City of Glendale, along the LA River.	Project Cost: $12,000,000 Funding Shortfall: $6,048,413
L.A. COUNTY (5TH DISTRICT LA CRESCENTA/MONTROSE)	(No unfunded projects of regional significance)		
LA CAÑADA FLINTRIDGE	Bus Rapid Transit: Pasadena Gold Line to La Cañada Flintridge	Bus Rapid Transit Route with minimal stops going from the Pasadena Gold Line Station to the Town Center in La Cañada Flintridge. A rapid bus route is greatly needed. Although there is a shuttle, the bus rapid transit route going from the Glendale Gold Station directly using the 2 Freeway with either only that one stop or one more stop would be significant for La Canadans wanting to commute, in particular.	Unknown
PASADENA	Pasadena Transit Maintenance Facility	This project provides for the construction of a Transit Operations and Maintenance Facility (TOMF). The proposed transit facility will support operations and maintenance of the Pasadena Transit and Dial-A-Ride services fleet, including accommodating 45 zero emission buses and 22 zero emission paratransit buses. The existing bus yard is leased and operated by the City's transit service contractor. This location has always served as the bus yard used by the contractors who have operated the City's transit services. Several issues with the current bus yard have made it imperative for the City to locate and construct a TOMF. Due to the growth in local transit services, the existing bus yard is no longer large enough to store all of the Pasadena Transit buses and Dial-A-Ride buses. The size constraint of the current bus yard has resulted in having to store and operate a number of buses out of facilities several miles away; additional expenses are incurred in order to lease the additional bus storage space. Furthermore, there is no assurance that the current bus yard site will be available in the future as a bus yard because it is privately owned. The proposed TOMF will address the existing deficiencies of the current bus yard by providing a single site that can accommodate storage, cleaning, fueling/charging, maintenance and dispatching of all the Pasadena Transit buses and Dial-A-Ride buses. The proposed TOMF will eliminate over 175 miles of daily deadhead (non-revenue) miles that are required to simply fuel the buses. By owning the TOMF and not requiring the service contractor to provide an operations and maintenance facility,	~~Unknown~~ Total Project Cost: $33,000,000 **Funding Shortfall:** $31,000,000

		the City may also be able to secure a reduced hourly contract rate by taking the leasing cost out of a contractor's rate. Pasadena transit system serves as a connection to the regional transit network.	
	Purchase Replacement and Expansion Buses for Pasadena Transit and Pasadena Dial-A-Ride	This project provides for the purchase of (A) replacement transit buses and (B) expansion transit buses for the City of Pasadena's fixed-route and paratransit system. A: The project includes replacing fixed-route and paratransit buses exceeding useful life with CNG and unleaded buses. After the CARB ICT rule effective dates replacing buses with zero emission buses. This requires replacement of 45 CNG and unleaded buses and after the CARB ICT rule effective dates, 67 zero emission buses will require to provide the same level of service. This project also includes the refueling and charging infrastructure. B: This project also provides for the purchase of fixed-route and paratransit buses for expansion of the transit system to help address overcrowding on the higher demand routes for the City of Pasadena's fixed-route transit system and paratransit system.	~~Unknown~~ Total Project Cost: $60,000,000 ($52,000,000 replacement+$8,000,000 expansion) **Funding Shortfall:** $55,000,000
	Bus Stop Improvement Program	This project provides for bus stop upgrades citywide to ensure accessibility to, from and within bus zones as well as improved and enhanced amenities for transit users. These bus stop improvements may include the installation of concrete and sidewalk repair to improve accessibility; lighting; purchase and installation of signage and wayfinding information, including real-time arrival information and other technology; bus stop signs; purchase and installation of trash receptacles and other amenities to improve bus stop conditions for transit customers. Pasadena transit system serves as a connection to the regional transit network.	~~Unknown~~ Total Project Cost: $1,700,000 **Funding Shortfall:** $1,600,000
	~~Purchase Replacement Buses (2024)~~	~~This project provides for the purchase of replacement transit vehicles and expansion transit vehicles for the City of Pasadena's fixed-route transit system.~~	~~Unknown~~
	Replace Aging Bus Stop Shelters	This project provides for the installation of new bus shelters at various bus stop locations throughout the City. Pasadena transit system serves as a connection to the regional transit network.	~~Unknown~~ Total Project Cost: $4,000,000 **Funding Shortfall:** $4,000,000

	Citywide Transportation Performance Monitoring Network	This project would provide for traffic signal controller upgrades at up to 300 intersections, the upgrade of up to 100 traffic signal cabinets and the installation of fiber optic communication infrastructure to provide a redundant high bandwidth network. Upgraded controllers would collect high-resolution data, allowing for the development of improved coordination plans, reducing delay for roadway users while simultaneously providing the ability to manage traffic speeds. This would be for arterial performance monitoring and reporting. The project would improve transit operation by maintaining consistent travel time.	~~Unknown~~ Total Project Cost: $3,200,000 **Funding Shortfall:** $2,600,000
	~~St. John Capacity Enhancement~~	~~This project provides for modifications to the intersections of the 1-210 eastbound off ramp at California Boulevard, and westbound California Boulevard at the Pasadena Avenue northbound 1-210 on ramp to provide dual southbound left turn movements and dual right turn movements which require roadway striping and reconfiguring lanes. Other work will include: resurface a portion of California Boulevard to accommodate roadway striping changes; reconstruct and widen the sidewalk on the north side of California Boulevard to meet current standards, and modify traffic signals and associated hardware at the intersection of Pasadena Avenue/California Boulevard, and the southbound 1-210 off ramp at Californian Boulevard. This project will optimize traffic operations and improve mobility.~~	~~Unknown~~
	~~Intelligent Transportation System Projects & Traffic Flow Improvements within the SR 710 Affected Corridors~~	~~This project provides for upgrades to traffic signal controllers and cabinets; install fiber optics communication, dedicated short range communication, and signal preemption technology at up to 55 signalized intersections along segments of Orange Grove and Colorado Boulevards, Green and Holly Streets and Hill Avenue. This project will improve traffic operations and complement the corridors in the City of Pasadena that are being updated with adaptive traffic/traffic responsive control system signal technology.~~	~~Unknown~~
	~~Walnut Street Corridor Signal Improvements (New)~~	~~This project provides for the replacement of old traffic signal controller infrastructure and communication equipment along Walnut Street to reduce delay, manage speeds, and collect data. Installation of up to 15 new signal cabinets, traffic signal controllers, video detection equipment, two CCTV cameras, and 3 miles of fiber optic communication, associated hardware and software and requisite ADA compliant curb ramps. Walnut Street is used to bypass heavy traffic on the 210 freeway and on Colorado~~	~~Unknown~~

		~~Boulevard. This project will improve traffic operations and mobility throughout the corridor.~~	
	Implementation of the Bicycle Transportation Action Plan	This project will complete the Pasadena bicycle network as envisioned in the City's 2015 Bicycle Transportation Action Plan. This includes the design and construction of four north-south bike boulevards, designated in the City as Greenways, and the design and construction of class II bike lanes on the east-west connector of Washington Boulevard between Lincoln Avenue and El Molino Avenue. The four north-south bike boulevards total approximately 9 miles of 2-lane connectors that connect the Interstate 210 divided_halves of Pasadena to each other and to the Metro L Line Stations at Lake Avenue, Allen Avenue, and Sierra Madre Villa. Washington Boulevard is the primary east-west arterial in Northwest Pasadena, a historically disadvantaged community with higher levels of residential density and lower levels of car ownership than anywhere else in the City. This project would consist of 5 corridor length traffic calming features such as bulbouts and lane closures and eliminate gaps in bike and pedestrian routes through intersection improvements such as traffic signal construction at unsignalized crossings of major arterials. The four bike boulevards are anticipated to cost a total of $8,500,000 and the Washington Boulevard bike lanes will cost a total of $4,000,000 for a total project cost of $12,500,000.	Total Project Cost: $12,500,000 **Funding Shortfall:** $12,500,000
	Allen Ave. Safety Project – Design and Construction	This project will place emphasis on the need to enhance pedestrian and bicyclist accessibility and safety along the Allen Avenue Corridor, a 0.6 mile long corridor located between Villa Street and Colorado Boulevard on Allen Avenue. Travelers, inclusive of motorists, Metro Gold Line users, bus transit riders, pedestrians, and bicyclists use the corridor due to its proximity to the I-210 Freeway, the Metro Gold Line Station, and Pasadena City College. Upon conclusion of the outreach effort conducted in 2018, the Department of Transportation developed a final concept design based on the input gathered during the outreach. This project will complete the final design and construction, including new high-visibility pedestrian crossings, sidewalk extensions, ADA-compliant ramps, raised medians, new bicycle facilities, pedestrian-scale street lights, new landscaping and pick-up/drop off zones around the Allen Station.	Total Project Cost: $11,000,000 **Funding Shortfall:** $11,000,000
	N. Lake Ave. Safety Project – Design and Construction	This project calls for design and construction of safety enhancements along the North Lake Avenue corridor from Mountain Street to Maple Street. Through this project, the City aims to improve pedestrian and traffic safety along the 0.6 mile-long corridor that links downtown	Total Project Cost: $5,000,000 - $7,000,000* **Funding Shortfall:**

		Pasadena and the Gold Line Lake Station with the neighborhoods north of the freeway and Altadena. The city is currently in the process of creating a concept study, including public outreach and construction cost estimate with feasible improvements supported by the community.	$5,000,000 - $7,000,000* *pending final cost estimate as part of the conceptual design
	Rosemont Avenue Complete Streets Project	This project will close gaps in the bike and pedestrian network along Rosemont Avenue, a two-lane road along one of the most direct routes between the Rose Bowl Recreation Center and the closest Metro L Line station at Memorial Park in Old Town Pasadena. Rosemont Avenue between Seco Street and Orange Grove Boulevard is currently a 0.5 mile segment with steep grades and intermittent sidewalks and pedestrian ramps that terminates at the Rose Bowl at a large, all-way stop controlled intersection that does not provide direct pedestrian crossings. This project is anticipated to design and construct currently missing pedestrian crossings and a combination class II/class III bike facility along Rosemont Avenue along with the implementation of a roundabout at Rosemont Avenue and Seco Street. This project is anticipated to cost a total of $2,100,000.	Total Project Cost: $2,100,000 **Funding Shortfall:** $2,100,000
	The Arroyo Link	The Arroyo Link would be a combination of Class III and Class I paths connecting the in-progress bike facilities on Union Street (a protected cycle track) to the existing Arroyo Seco Path. Upon future completion of the Arroyo Seco Path to the Los Angeles River path, the Link could provide a key connection in the regional bicycle network to Old Pasadena, Pasadena Civic Center and Pasadena City College. This project will conduct a feasibility study and design of the Arroyo Link. Most of the project would utilize city streets, and only about 1,000 feet of new, off-street path would be required. This segment – between Orange Grove Boulevard and the Arroyo Seco Path – presents design challenges including topography and existing infrastructural constraints (primarily the Colorado Boulevard access to the Colorado Street Bridge). New bridges and/or tunnels would likely be required to be designed for this project.	Total Project Cost: $1,200,000 **Funding Shortfall:** $1,200,000
SOUTH PASADENA	(No unfunded projects of regional significance)		
(ANNUAL OPERATING COSTS)GENERAL AVCJPA SUBREGIONAL PROJECTS	Arroyo Verdugo Transit Operators Fleet Electrification Phase 1	Electrify 25% of the Arroyo Verdugo transit providers local transit fleet in concert with AQMD mandates for zero-emission transit vehicles	$20,000,000

	Accelerate NoHo-Pasadena BRT Project Conversion to Light Rail	Accelerate conversion of the NoHo-Pasadena BRT project to Light Rail. Current Measure M Expenditure Plan projects conversion to light rail in 2067. Project would move this date up to 2037. (Assume 18-mile corridor at 200,000,000 per mile LRT cost)	$3,600,000,000
	Metrolink Antelope Valley Line 15 Service Improvements	Increase Metrolink frequency and reliability in concert with the Antelope Valley Line Double Track capital improvements. Annual funding needed to implement 15-minute, bi-directional, all-day service on the Antelope Valley Line	$20,000,000 (annual operating expenses)
	Arroyo Verdugo Transit Providers Tier 2 Operational Funding	The Metro Tier 2 Transit Providers in Arroyo Verdugo (BurbankBus, Glendale Beeline, and Pasadena Transit) do not receive state and regional transit operations funds through the Metro Formula Allocation Procedure. This annual funding is needed to provide operations funding equivalent to the funding received if these agencies were Municipal Operators	$7,300,000 (annual operating expenses
	~~High Frequency/Rapid/Express BurbankBus service to Airport (upgrade Burbank's current service)~~		
	~~NoHo-Pasadena BRT extension from NoHo to Airport~~		
	~~Red Line Extension from NoHo to Airport~~		
	~~Light rail from Pasadena Gold Line to Hollywood Burbank Airport~~		
	Regional Transit Connection to Hollywood Burbank Airport	Construct a high-capacity, frequent transit connection between the Metro Rail system and the Hollywood Burbank Airport via one of three options:	
		Option 1: Upgrade BurbankBus to Airport Upgrade existing BurbankBus Orange Route Service to provide frequent, all-day, 7-day service. Includes capital and operational costs.	$1,600,000 + $500,000 (annual operating cost)
		Option 2: NoHo-Pasadena Bus Rapid Transit Extension to Airport	$20,000,000

		Construct an in-street dedicated bus lane BRT between the North Hollywood Orange Line Station and the Hollywood Burbank Airport Regional Intermodal Transit Center.	
		Option 3: Red Line Extension to Airport Extend the Red Line subway from the North Hollywood Red Line Station to the future Burbank Airport High Speed Rail Station including two additional stations between North Hollywood and the Airport.	$2,600,000,000
		Option 4: Light Rail from Pasadena to Airport Construct a Light Rail Line between the Pasadena Gold Line and the Hollywood Burbank Airport via Glendale and Downtown Burbank. *(Project could incorporate an upgrade of the NoHo-Pasadena BRT to LRT between Pasadena and Downtown Burbank)*	$3,800,000,000

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Executive Director

SUBJECT: Verdugo Workforce Development Board Appointment/Reappointments

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BACKGROUND

The Verdugo Workforce Development Board, or VWDB, represents the cities of Burbank, Glendale and La Cañada Flintridge. However, historically, the Arroyo Verdugo Subregion, and now the AVCJPA has been approving the appointments and re-appointments. The Joint Powers Agreement only includes the cities of Burbank Glendale, and La Cañada Flintridge. A new Joint Powers Agreement for the three cities is being developed by the City of Glendale for approval by all three cities.

Attached is a report from the Workforce Board which lists detail of those recommended for reappointment.

RECOMMENDATION

That the AVCJPA Governing appoint and re-appoint the following candidates on the Verdugo Workforce Investment Board:

New Appointment:

- Tamar Sadd
- Stephanie O'Keefe

Re-appointment:

- Marisol Espinoza
- Lee Casady
- Michael Ritterbrown

Attachments:

1. Report from Verdugo Workforce Development Board
2. Stephanie O'Keefe Biography

DATE: March 25, 2021

TO: AVCJPA Governing Board

FROM: Judith Velasco
Director, Verdugo Workforce Development Board

SUBJECT: Recommendation for (2) new appointment of membership and (3) reappointments on the VERDUGO WORKFORCE DEVELOPMENT BOARD

RECOMMENDATION:

New Appointments

It is recommended that the AVCJPA Governing Board appoint the following new members to the Verdugo Workforce Development Board:

Economic Development

- Tamar Sadd, Senior Administrative Officer
  City of Glendale
  Appointment expiration: April 1, 2024

Labor

- Stephanie O'Keefe, President
  American Federation of Musicians, Local 47
  Appointment expiration: April 1, 2024

Reappointments

It is recommended that the AVCJPA Governing Board *reappoint* the following new members to the Verdugo Workforce Development Board:

Business

- Marisol Espinoza, Public Affairs Manager,
  Southern California Gas Company
  New Reappointment expiration: 07/9/2024

Labor

- Lee Casady, Vice President
  International Alliance of Theatrical Stage Employees Local 33
  New Reappointment expiration: 07/25/2024

Education

- Michael Ritterbrown, Vice President, Instructional Services
  Glendale Community Colleges
  New Reappointment expiration: 07/31/2024

BACKGROUND:
The Joint Powers Agreement among the Verdugo Consortium Cities of Burbank, Glendale, and La Cañada Flintridge gives the authority to members of those cities to appoint and reappoint members of the Verdugo Workforce Development Board (VWDB). The federal Workforce Innovation and Opportunity Act (WIOA) require that majority of members are from business, twenty percent of the membership must be representatives from organized labor and the remainder from various public agencies, organized labor and nonprofit organizations.

Stephanie O'Keefe
President of AFM Local 47

Resume Biography

Originally from Chicago, and educated at the University of Illinois, Stephanie O'Keefe has over four decades of experience as a professional musician.

Ms. O'Keefe began her career in Las Vegas, where she played in every major showroom for headliners that included Frank Sinatra, Tony Bennett, Sammy Davis Jr., Dolly Parton, Bernadette Peters, Olivia Newton-John, Luciano Pavarotti, and The Carpenters. A highlight was a concert of Aaron Copland's music, conducted by Mr. Copland, himself.

Since 1987, Ms. O'Keefe has made Los Angeles her home. She has performed and recorded with the Los Angeles Philharmonic, the Grammy nominated Kim Richmond Concert Jazz Orchestra, Johnny Mathis, Neil Diamond, Lady Gaga, Avenged Sevenfold, Snow Patrol, Barry Manilow, James Taylor, Tony Bennett, Justin Timberlake, Blake Shelton, Glen Frey, and the video games, World of Warcraft and Legends of Zelda. Additionally, Ms. O'Keefe has recorded the scores for numerous commercials, films, and television shows.

Ms. O'Keefe is a fierce advocate for musicians. In 2006, she started her own awareness campaign, Real Music Comes From Musicians℠. She has served on the AFM Local 47 Legislative Committee, numerous negotiating committees, and was instrumental in the creation of the first AFM contract for a previously non-union orchestra. Additionally, Ms. O'Keefe serves on the Advisory Board of The American Jazz Institute, and is a Trustee for the Musicians Health and Welfare Fund.

Ms. O'Keefe is the instructor of horn at Occidental College, where she created and led OxyNewMusic, an ensemble that workshopped and performed over fifty premieres by student composers.

In 2019, through a program of the President's Office at Local 47, Ms. O'Keefe designed and led a highly successful mentoring project, which culminated in the student singers, instrumentalists, and composers recording their original compositions, side by side with Local 47 musicians.

On December 8th, 2020, Ms. O'Keefe was elected the President of AFM Local 47, the first woman to serve in this position.

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: Ann Wilson, Governing Board

SUBJECT: Reports from Elected Appointees

BACKGROUND

The AVCJPA Governing Board has had a policy of having the AVCJPA Elected Appointees present reports to the Governing Board at their Regular meetings only (per Board Policy) regarding the appointee meetings and activities related to the AVJPA. Attached are written reports received. Oral reports may also be made at the meeting.

RECOMMENDATION

To Receive and File the Reports

Attachments: Report from Member Brotman - SCAG Energy & Environment Committee
Report from Alternate Schultz - SCAG Community, Economic and Human Committee
Report from Appointee Mahmud - Cal Cities L.A. Division Representative
List of all Current Members, Alternates and Appointees (Elected and Staff) as of 6-3-21

TO: AVCJPA Governing Board

FROM: Daniel Brotman, AVCJPA Member

SUBJECT: SCAG Energy & Environment Committee Report

DATE: June 3, 2021

SCAG's Energy & Environment Committee met on April 1, 2021. The meeting consisted of three presentations:

1. 2024 Regional Transportation Plan/Sustainable Communities Strategy Development Framework
   Jason Greenspan, Sustainability Manager, provided an overview of the 2024 Connect SoCal framework and reviewed elements and requirements of SCAG's Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS). The presentation went over past action taken for adoption of the 2020 RTP/SCS, state and federal requirements, and new elements of the 2024 plan cycle. There are four phases of next steps for the 2024 RTP/SCS, concluding with adoption in 2024.

2. Accelerated Electrification Strategies
   Alison Linder, Senior Regional Planner, presented on accelerated electrification, one of five Key Connections focused on greenhouse gas (GHG) goals included in Connect SoCal. The accelerated electrification team is working on implementing that vision and setting a framework towards the 2024 RTP/SCS. The presentation touched on Governor Newsom's recent executive order regarding elimination of tail-pipe emissions by 2035, which is expected to amplify the electric vehicle (EV) market, and other policies affecting fleet electrification. The presentation reviewed three modes that accelerated electrification is focused on: light duty and micromobility, transit, and goods movement. The presentation also reviewed a current zero emissions project catalogue and addressed relevant projects, including studies and grant administration related to electrification in the region, and elaborated on projects in the rail and goods movement group, such as a medium- and heavy-duty zero emissions roadmap and the Last Mile Freight Program. The presentation went over long term deliverables and next steps leading to the 2024 RTP/SCS.

   I asked about developments in hydrogen fueling station infrastructure, and staff indicated that hydrogen is thought to be potentially advantageous as it may not require the same amount of charging time as an electric, but hydrogen is less developed in terms of its economic viability. I also asked about how SCAG is looking at hydrogen-charging infrastructure for trucks and passenger vehicles, and staff noted that fleets, more so than passenger vehicles, are being considered as candidates for hydrogen charging, and mentioned upcoming plans for updating a study for the heavy-duty charging market, which should inform the next RTP/SCS. There was comment from another committee member expressing concern that home-charging stations are limited in multi-family developments. Staff said that a site suitability analysis is ongoing and could address multi-family charging, and elaborated on equity issues related to the electric vehicle market.

3. San Gabriel Mountains Access Programs

Bryan Matsumoto, Nature for All, presented on the San Gabriel Mountains Transit and Infrastructure Program. He outlined regional needs based on lack of transportation and park-poor areas in Los Angeles County, and highlighted the opportunity provided by connecting public transit and public lands, particularly the San Gabriel Mountains. We reviewed a map of disadvantaged communities in Los Angeles County and their respective park needs. In terms of ongoing initiatives, Mr. Matsumoto presented on Metro Transit to Parks Strategic Plan in 2019, as well as Los Angeles County Measure A Recreation Access grant program. In discussing current efforts, he highlighted the San Gabriel Mountains Transit-to-Trails Pilot Project occurring over the past four years, listed existing transit-to-trails lines, and displayed various proposed transit-to-trail routes along with what is needed by way of funding for capital costs and operations and maintenance. To encourage public engagement and acquire the needed funding, there will need to be support at the city/agency level.

Memo

To: Arroyo Verdugo Communities Board of Directors

From: Diana Mahmud, South Pasadena Mayor

cc: Ann Wilson, AVCJPA Executive Director

Date: May 25, 2021

Re: February 2021 – April 2021 Report re League of California Cities, Los Angeles County Division (LACD)

Here's what has happened at the LACD during the months of February 2021 – April 2021. As a reminder, the League now wishes to be known as "CalCities."

February 2021

The Board of Directors learned that it could not take a simple "oppose" position on SB 9 (Atkins) as the CalCities Board of Directors voted to adopt an "Oppose unless Amended." The bill would permit ministerial subdivision of existing single family parcels into two parcels, with limited exceptions. The CalCities Board seeks a number of changes to the bill, which was introduced in substantially the same form last year but died in the waning hours of the legislative session. Discussion on the bill was continued to the following month, to learn if the CalCities Board changes its position to a simple Oppose if its proposed amendments are not accepted by the author.

The Board also received information on:

- Court decisions on majority-vote citizen tax initiatives
- Los Angeles County District Attorney's Office Special Directives that include no filing of misdemeanor "quality of life" violations
- AB 1053 which would permit meetings of the LA County City Selection Committee to be conducted virtually when the Governor's COVID emergency order expires
- SB 619 (Laird), legislation that would address city concerns with SB 1383 implementation challenges and AB 377 (Rivas), legislation sponsored by the California Coastkeeper Alliance that would require all California surface waters to be fishable, swimmable and drinkable by 2050.

Additionally, the Board voted to modify its third strategic priority for 2021 to read as follows: Preserve local land use authority and prioritize financial resources and incentives to increase the supply of affordable housing.

March 2021

The Board voted to <u>support</u>:

- AB 1053 (described above)
- AB 818 (Bloom) that would require non-flushable wipes to be labled "Do Not Flush," and to require those that claim to be flushable to comply with specified industry standards.

- SB 426 (Rubio) a SGVCOG sponsored bill that has passed the Legislature twice, only to be vetoed first by Governor Brown, then Governor Newsom. The bill would require the SWRCB to adopt financial capability standards to determine appropriate timelines for MS4 permit compliance, in light of a number of specified factors.

The Board voted to oppose:

- SB 9, unless amended.
- SB 278 (Leyva), which would require cities to pay retirees and/or their beneficiaries for disallowed pension benefits from their General Fund.

The Board also received information on:

- The American Rescue Plan
- The timing of Governor Newsom's recall that may affect the proposed recall of LA District Attorney George Gascón and local measures that cities may be considering.
- Several bills to amend the Brown Act, which may be amended and brought back for Board consideration.
    - AB 339 (Lee) would require all meetings to allow for a call-in option, require a translation of agendas and documents, and require translators during meetings.
    - AB 361 (R. Rivas) would codify the Governor's Executive Order relating to Brown Act in a statewide of local declared emergency.
    - AB 703 (Rubio) would allow for additional flexibility regarding teleconferencing
- CalCities' Governance Advisory Group, which was formed to address complaints re lack of inclusion on the CalCities' Board

Division President Blanca Pacheco noted the Division will have two openings on the Board of Directors for the Secretary/Treasurer and State League Director positions. Any mayor or council member from a member city may submit a letter of interest for the position, for which applications were due April 30.

April 2021

The Board voted to support:

- SB 4 (Gonzalez) that would update the California Advance Services Fund (CASF) by removing the 2022 sunset on the CASF surcharge, capping the surcharge fee at $0.23/month and prioritizing deployment of broadband infrastructure in unserved and underserved communities throughout California.
- SB 590 (Allen), which would extend by three months the term of those councilmembers whose terms expire in March but for which election will not occur until June in non-presidential election years.

The Board voted to oppose:

- Unless Amended SB 342 (Gonzalez) that would authorize the Legislature to appoint two new SCAQMD Board members, to specifically provide representation of pollution burdened communities. The Board voted to instead recommended that the two additional SCAQMD representatives be elected by the LA County City Selection Committee.

- SB 556 (Dodd) which would require local governments to make space available on street light poles, traffic signal poles, utility poles, and other public infrastructure to telecommunications providers without recognizing local authority to manage the public right-of-way preserved in federal law. The bill would also create ambiguity in the fees local governments can charge for access to their infrastructure.

The Board also received information on:

- SB 679 (Kamlager), another United Way-sponsored bill (like LA County Measures H and J) which is intended to foster additional affordable housing. A working group has been formed to provide input on the bill, and former Division President Juan Garza and Kristine Guerrero are members.
- The Governance Advisory Committee, which heard concerns the Diversity caucuses have no specific representation on the CalCities Board.
- AB 1053, which is now a two-year bill.

Thank you for the privilege of representing AV Communities at the CalCities Board for LA County. It's another busy year at the Capitol with unrelenting threats to local control.

Please don't hesitate to contact me with any questions.

BURBANK CITY COUNCIL

Nick Schultz

TO: AVCJPA Governing Board

FROM: Nick Schultz, AVCJPA Alternate Member

SUBJECT: SCAG Community, Economic & Human Development Committee Report

DATE: May 27, 2021

Since my appointment as the AVCJPA representative to the SCAG Community, Economic & Human Development (CEHD) Committee, there have been three meetings of the CEHD Committee. First, I attended the CEHD Committee special meeting on February 23, 2021. The following items were addressed by the Committee:

- Review and recommendation to the SCAG Regional Council for the adoption of the Final Regional Housing Needs Assessment (RHNA) Allocation Plan.

- Report on the RHNA Process and consideration of a resolution to support local jurisdictions with their Housing Element development through Regional Early Action Planning (REAP) grant programs, as well as working with the state legislature to change state housing law to allow more flexibility for Housing Element development and implementation.

I also attended the Joint Meeting of the Policy Committees, including the CEHD Committee, on March 4, 2021. The following items were addressed during this Joint Meeting:

- Presentations concerning "Racial Equity and Regional Planning: History, Perspectives and Discussion to Guide SCAG's Equity Efforts," which included: land use and housing policies/practices; urban renewal and transportation policies/practices; and understanding economic inequality.

Lastly, I attended the CEHD Committee special meeting on February 23, 2021. The following items were addressed by the Committee:

- Election of CEHD Committee Chair and Vice Chair.
- Quarterly update on climate change action resolution activities.
- Updated Regional Early Action Planning (REAP) program subregional allocation amounts based on the Final RHNA Allocation.
- Development applications for the Sustainable Communities Program.
- 2024 Regional Transportation Plan/Sustainable Communities Strategies Framework.
- Inclusive Economic Recovery work plan and progress report.
- Supporting development of Accessory Dwelling Unites (ADUs).

The next CEHD Committee meeting will be on June 3, 2021. Thank you again for the opportunity to serve.

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Arroyo Verdugo Communities Joint Powers Authority

All AVCJPA Governing Board Members, Alternates, Elected Appointments, and Staff Appointments as of 6-3-21, are listed below:

Jurisdiction	Member	Alternate
Burbank	Sharon Springer	Nicholas Schultz
County of Los Angeles (5th District La Crescenta/Montrose)	Kathryn Barger	David Perry
Glendale	Daniel Brotman	Vrej Agajanian
La Cañada Flintridge	Terry Walker	Jon Curtis
Pasadena	Andy Wilson	Victor Gordo
South Pasadena	Jon Primuth	Evelyn Zneimer

Appointee	Agency	Term of Office
Elected		
Nick Schultz (Burbank)	SCAG Community, Economic and Human Committee (CEHDC)	Indefinite
Jon Primuth (South Pasadena)	SCAG Transportation Committee (TC)	Indefinite
Daniel Brotman (Glendale)	SCAG Energy, & Environment Committee (EEC)	Indefinite
Diana Mahmud (South Pasadena)	Cal Cities (Los Angeles Division Representative)	Indefinite

Appointee	Agency	Term of Office
Staff		
David Kriske (Burbank)	Metro Transportation Advisory Committee (TAC) - Representative	Indefinite
Yaz Emrani (Glendale)	Metro Transportation Advisory Committee (TAC) - Alternate	Indefinite
Executive Director* (Ann Wilson - La Cañada Flintridge)	Metro Policy Advisory Committee (PAC) Representative	Indefinite
Talin Shabazian (Pasadena)	Metro Policy Advisory Committee (PAC) Alternate	Indefinite
Ann Wilson (La Cañada Flintridge)	Executive Director	Indefinite
Alex Kung (La Cañada Flintridge)	Treasurer	Indefinite

**The Board has appointed whoever is the Executive Director to represent the AVCJPA as the Representative to the PAC*

Arroyo Verdugo Communities Joint Powers Authority

DATE: June 3, 2021

TO: Governing Board

FROM: David Kriske, AVCJPA Representative, Metro Technical Advisory Committee

SUBJECT: Metro Technical Advisory Committee (TAC) Update

BACKGROUND

The Metro TAC meets monthly to provide input on Metro programs and projects, and to hear updates on various Metro programs that affect the cities, subregions, and Councils of Government in Los Angeles County. The following summarizes the major projects or programs discussed at TAC since the AVCJPA Governing Board met in February 2021.

DISCUSSION

Metro Short Range Transportation Plan Update

Metro provided a brief update on the Short Range Transportation Plan update to discuss the status of identifying unfunded strategic projects. This process was established at the Board's direction to collect information on important subregional projects that were not included in other planning documents or sales tax expenditure plans. Prior planning documents contained these strategic projects, some of which became funded projects in later years. Projects on this list must be major unfunded projects or programs, must be for capital only, must improve mobility and reduce congestion, must be of regional significance, and must come from the COGs or JPAs. The Arroyo Verdugo Communities JPA Board previously approved this project list which was transmitted to Metro for consideration.

Metro and Local Agency Collaboration to Deliver Subregional Highway Projects and Programs

Metro seeks to have further collaboration with local agencies to deliver highway projects, mainly roadway projects. There were two common issues in the local cities this past year that prohibited local agency highway projects from moving forward: 1) staff turnover of local agency staff responsible for delivering projects, and 2) the requirement that cities must advance costs of project and get reimbursed. The second issue has been especially apparent in the last year as COVID-19 related cash flow issues prevented projects from moving forward. To address these issues, Metro seeks to work with cities who are interested in delegating the project development process to Metro. Metro has experience doing alternative project delivery process in the past 4 years and can help to develop scope of work, procurement, and consultant management. Metro has already partnered with some cities to collaborate on some highway and major arterial projects, and Metro has offered to work with other cities to advance projects that are operational improvements, capacity enhancements, and other projects that may stretch beyond an individual city's capacity. This offer could help several Arroyo

Verdugo subregional cities that already program several highway operational funding sources to local and regional projects.

Fareless System Initiative Update

Metro provided an update on the Fareless System Initiative, which seeks to investigate whether Metro should offer fareless travel to all or a portion of its bus and rail riders. A taskforce established for this project is currently investigating funding options and opportunities, how the pilot relates to broader Metro initiatives, the impact of the pilot on overall operations, collaboration with local and municipal operators and cost for them to participate, formula allocation procedure (FAP) considerations, comments received through customer surveys, potential cost savings relating to fare collection and pass administration, and the relation of the pilot to existing discount programs already in effect. The goal of the pilot is to yield essential information on ridership increases post-pandemic, equitable help needed for those most severely affected during the pandemic, and new and creative ways to allow citizens to sign up for the pilot. Given the potential costs, Federal aid will be essential after the pilot. Metro continues to communicate with local and municipal transit operators. Ongoing concerns of the Arroyo Verdugo transit operators continues to be cost impacts caused by loss of transfer and other revenue, customer service issues when customers transfer between Metro fareless systems and local systems with fares, and ridership demand changes resulting from fareless operations. Arroyo Verdugo Cities transit agency staff continues to monitor the initiative and provide input.

Active Transportation Program and Local Streets and Roads Funding Update

The California Transportation Commission (CTC) adopted statewide and small urban/rural projects in March 2021 and MPO projects in June 2021. Of the $441.56M available for the 2021 program, 245.94M is available for the statewide component and 41 projects have been approved for funding. The Commission adopted a one-time amendment in 2020 to the Local Streets & Roads Program guidelines for FY 20-21 to address impacts of Covid-19. The changes include technical clarification for program terms and process, clarification on program eligibility requirements, and modification of program's reporting schedule. Based on the amended deadline, project lists are due to CTC on July 1st. Finally, the state legislature is considering whether to provide additional one-time ATP funding for projects currently "below the line" in the last funding cycle. This funding would come from the unexpected budget surplus that the state achieved at the end of this year.

FISCAL IMPACT

There is no Fiscal Impact to receive this TAC update.

RECOMMENDATION

Note and File.