

**LAS VIRGENES – MALIBU COUNCIL OF GOVERNMENTS
TECHNICAL ADVISORY COMMITTEE**

Wednesday, January 5, 2022, 8:30 A.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/87804417653?pwd=NkVVQ2Y4dk9DZHpSeEs1L1ZETUExdz09>

Meeting ID: 878 0441 7653

Passcode: 665172

AGENDA

1. Call to Order: Rob de Geus, Chair
2. Public Comment: via Zoom, email or phone
3. Executive Director's Report – Attachment
4. COVID-19 issues and updates – Discussion
5. Public Safety, Legislative and Agency Partners Updates
 - A. Sheriff's Department
 - B. Fire Department
 - C. Cal Cities
 - D. Agency Partners
 - E. Area Legislators
6. Clean California Maintenance Program – a representative from CalTrans will make the presentation
7. Metro/COG Memorandum of Understanding for Metro Board Deputy and Maureen Micheline's Contract with the COG – Attachment
8. Request for State Budget Allocation for Stormwater Project Planning – Attachment
9. General Comments
10. Future Agenda Items
11. Adjournment

Please contact Terry Dipple terry@lvmcog.org or 818-968-9088 if have any questions.

Technical Advisory Committee Agenda Report

DATE: January 5, 2022
TO: Technical Advisory Committee
FROM: Terry Dipple, Executive Director
SUBJECT: Executive Director's Report

OVERVIEW

The purpose of this memorandum is to update the Technical Advisory Committee on the status of COG projects and other items of interest.

Grant to Update the COG's Hazard Mitigation Plan – I am in the process of submitting a Notice of Interest to Cal OES for a grant to update the COG's Hazard Mitigation Plan that includes all of the cities. The next step would be preparing a Request for Proposal and find a consultant. The HMP must be updated every five years and the last update was approved in June 2018. It generally takes 18 months from grant application to completion of the update. The COG received a \$150,000 grant in 2007 to prepare the HMP and subsequently has been awarded grants to update. I will have more to report at the January COG meeting.

Micro Enterprise Home Kitchen Operations – The Los Angeles County Department of Public Health Environmental Health Division is hosting a virtual convening of COG and city staff on the topic of Micro Enterprise Home Kitchen Operations (MEHKOs). In 2019, AB 377 authorized counties to permit MEHKOs, allowing for the permitting of a home kitchen operation for retail sales, if authorized by the Board of Supervisors. Public Health would like to hear from COGs and cities about your interest and your concerns as Los Angeles County Public Health considers potential recommendations to the Board of Supervisors. If the County were to authorize permitting of MEHKOs, according to the law, the County permit would be valid in any city in the county (regardless of whether the city separately approved or prohibited MEHKO within that city) – this is why the County wants to hear from COGs and cities on this topic. This convening will be held on two dates; the content will be the same on both dates. The dates are as follows: Thursday, January 13th from 10:00-11:00am or Tuesday, January 18th from 1:00-2:00pm

Redistricting – On December 15, 2021, the County of Los Angeles Citizens Redistricting Commission passed resolutions to adopt a final redistricting map, which became effective the following day. All five COG cities continue to be in the 3rd District represented by Supervisor Kuehl. On December 27, 2021, the California Citizens Redistricting Commission delivered California's Congressional, State Senate, Assembly, and Board of

Equalization maps to the California Secretary of State. The Commission drew 4 Board of Equalization districts, 52 Congressional districts, 40 Senatorial districts, and 80 Assembly districts. The COG cities are grouped together in the Assembly district, but not in the Senate or Congressional districts. Unlike the County redistricting, the new state districts do not become effective until after the November 2022 elections.

Metro Project Updates – I continue to meet regularly with Metro Highway and Active Transportation staff to discuss the status of COG projects.

COG Support of Metro Letter to LA Delegation – In early December, the Metro Board unanimously voted to send a letter to state legislators representing Los Angeles County urging them to allocate at least \$16.5 billion in existing State budget surplus funds to LA County mobility projects. Metro refers to this list of projects as the Golden Opportunity Package. Coupled with the investment of the Infrastructure Investment and Jobs Act (IIJA), these funds will allow Metro to significantly advance the nation's most comprehensive transit system expansion, while addressing long-standing inequities by bringing transit to disadvantaged communities. During the December COG executive directors meeting with Metro CEO Stephanie Wiggins, she asked all of the COGs, as Metro partners, to support this request. Since there was no COG meeting in December, I asked Kelly and Karen for their leadership approval. I explained the importance of our continued partnership with Metro and that signing onto the letter would not impact the Measure M funds that come to the COG each year. Both agreed and authorized me to communicate our support to Metro.

Conflict of Interest/Roster Filing – I completed and filed an updated COG roster with Los Angeles County CEO Conflict of Interest Desk.

Measure M – Following the November 22nd COG Highway Working Group meeting with Metro staff, I worked with COG city reps to coordinate project information that Metro needed for the 8th year of Measure M funding.

COG's Homeless Outreach Coordinator – Gabriel continues to provide weekly updates on his assistance to people experiencing homelessness in the region.

Technical Advisory Committee Agenda Report

DATE: January 5, 2022
TO: Technical Advisory Committee
FROM: Terry Dipple, Executive Director
SUBJECT: Renewal of MOU with Metro for Professional Services and Extension of Maureen Micheline's Contract

OVERVIEW

The purpose of this memorandum is to provide the Technical Advisory Committee with information pertaining to the status of COG's Memorandum of Understanding (MOU) with Metro for support services and staff assistance to Ara Najarian, Metro Board Member representing the Northern Corridor Cities (including the COG cities) and Professional Services Agreement (PSA) between the COG and Maureen Micheline to provide staff assistance to Ara Najarian, Metro Board Member representing the Northern Corridor Cities.

RECOMMENDATION

Approve the annual MOU between the COG and Metro and extend the COG's PSA with Maureen Micheline. Both would be effective January 1, 2021 through December 31, 2022.

BACKGROUND

In March 2015, the Governing Board approved a Memorandum of Understanding between Metro and the COG for support services and staff assistance to Ara Najarian, Metro Board Member representing the Northern Corridor Cities, which includes the COG cities, and a PSA between COG and Maureen Micheline to provide staff assistance to Board Member Najarian. The MOU with Metro and PSA with Maureen Micheline were for one year and retroactive to January 1, 2015. The MOU was prepared by Metro and the PSA with Maureen Micheline was prepared by COG counsel, who also reviewed and approved the MOU with Metro. In each subsequent year, the Governing Board has approved a new MOU with Metro and Contract extension of the PSA with Maureen Micheline. The current MOU and PSA expired on December 31, 2021.

Ara Najarian has indicated he would like to extend Maureen Micheline's PSA for another year. In addition, I had discussions with Maureen Micheline who stated her desire to continue in her capacity. Metro provided the COG with a MOU for 2022. Separately, the PSA between Maureen Micheline and the COG states in Section 1. (b) that it can be renewed for additional periods of one year by mutual agreement of the parties.

The new MOU provides for annual reimbursement at \$107,091.06. As allowed in the MOU, the COG takes a 3% administrative fee, which is \$3,212.73 with Maureen receiving \$103,878.24.54 (\$8,656.52 per month) in 2022.

ATTACHMENTS: COG/Metro MOU and PSA Extension with Maureen Micheline

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of December 23, 2021, by and between The **Las Virgenes - Malibu Council of Governments** ("The **Las Virgenes - Malibu COG**"), a joint powers authority organized and existing pursuant to the laws of the State of California, and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (the "LACMTA"), organized and existing pursuant to the laws of the State of California. The **Las Virgenes - Malibu COG** and the LACMTA are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

WITNESSETH

- A. The LACMTA Board of Directors ("Board") includes a member appointed by the Los Angeles City Selection Committee to represent the **Las Virgenes - Malibu COG**, as well as other local governments. That member shall be referred to herein as the "COG Representative."
- B. The COG Representative requires assistance with his or her duties as a member of the LACMTA Board.
- C. The LACMTA acknowledges the need of the COG Representative to have professional assistance ("Consultant") to provide support in the performance of his or her duties as a Board member.
- D. The Parties desire that the **Las Virgenes - Malibu COG** serve as the administrator for the Consultant for the provision of services to aid the COG Representative, and as such, the Parties understand and acknowledge that the Consultant will not be an employee of the LACMTA or the **Las Virgenes - Malibu COG**.
- E. The LACMTA desires to provide office accommodations to the Consultant.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT:

Section 1. Contract between The Las Virgenes - Malibu COG And Consultant.

- (a) The contract between the **Las Virgenes - Malibu COG** and the Consultant shall be referred to herein as the "Contract."
- (b) The Consultant shall be a contractor of the **Las Virgenes -Malibu COG**, and shall not under any circumstances be deemed an employee of the LACMTA or the **Las Virgenes - Malibu COG**.

Section 2. Payment.

- (a) The LACMTA shall reimburse the **Las Virgenes - Malibu** COG in an amount equal to the actual annual cost of the Contract, plus an administrative fee not to exceed 4% (four percent) of the actual annual cost of the Contract; however, in no event shall the total reimbursement from the LACMTA to the **Las Virgenes - Malibu** COG exceed \$107,091.06 (one hundred seven thousand ninety-one dollars and six cents) for the twelve (12) months of the Contract or the term of this MOU (as defined in Section 4 of this MOU) plus any salary increase included in MTA's annual budget.
- (b) The reimbursement described in this Section 2 shall be payable by the LACMTA to the **Las Virgenes - Malibu** COG for the term extending from January 1, 2022 through December 31, 2022, as follows:
 - (i) The Contract term extending from January 1, 2022 through December 31, 2022 shall be paid by LACMTA to the **Las Virgenes - Malibu** COG in twelve monthly installments, with each such installment representing approximately 1/12th (or \$8,924.25) of the remaining annual reimbursement for the Contract as due under Section 2(a), above (unless a salary increase is included in the MTA annual budget). Each month, the **Las Virgenes - Malibu** COG shall send the LACMTA an invoice for the amount due. The LACMTA shall pay the **Las Virgenes - Malibu** COG the invoiced amount within 30 (thirty) days of receipt of each monthly invoice.

Section 3. Contractor Status and Accommodations.

- (a) The LACMTA shall provide the Consultant throughout the term of this MOU with accommodations at LACMTA's headquarters to aid in the performance of Consultant's duties to provide support services for the COG Representative in the performance of his or her duties as a Board member. The accommodations shall include a common area with access to an office, telephone, and a computer with Internet access, and any other accommodations to which the Parties mutually agree.
- (b) The office space provided by the LACMTA pursuant to this paragraph shall not be the primary office of the Consultant.
- (c) The LACMTA shall provide the Consultant throughout the term of this MOU with the same access to and within the LACMTA headquarters as that enjoyed by deputies to the other Board members.

Section 4. Term.

- (a) The term of this MOU shall commence on January 1, 2022 and expire on December 31, 2022 unless terminated earlier by mutual written agreement of the Parties.

- (b) This MOU may be extended by mutual written agreement of the LACMTA and the **Las Virgenes - Malibu COG**.

Section 5. Miscellaneous.

- (a) Notices. All notices which any party is required or desired to give hereunder shall be in writing and shall be deemed given on the date delivered personally or five (5) days after mailing by registered or certified mail (return receipt requested) to the following addresses or at such other addresses as the parties may from time to time designate by written notice in the aforesaid manner:

To the Las Virgenes - Malibu COG: c/o Hidden Hills City Hall
6165 Spring Valley Rd.
Hidden Hills, CA 91302
Attn: Terry Dipple, Executive Director

To the LACMTA: Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza, M/S 99-25-1
Los Angeles, CA 90012

- (b) Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective successors and assigns.
- (c) Modification and Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- (d) Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this MOU.
- (e) Governing Law. Should either Party to this MOU bring legal action against the other, the validity, interpretation, and performance of this MOU shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- (f) Jurisdiction and Venue. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles; and venue in federal district courts shall lie exclusively with the Central District of California.
- (g) Headings and Titles. The headings, subheadings, titles and numbering of the different paragraphs of this MOU are inserted for convenience and for reference only and shall not be considered for any purpose in construing this MOU.
- (h) Construction of MOU. In the event of any ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this MOU shall not be resolved by

any rules of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the party who drafted the agreement or that portion of the agreement.

- (i) Entire Agreement and Integration. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto, and constitutes a single integrated written contract expressing the entire agreement of the parties hereto relative to the subject matter hereof. Each Party to this MOU acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by the other Party, or anyone acting on behalf of the other Party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both LACMTA and The **Las Virgenes - Malibu** COG. Each of the Parties further represents that he/she/it is not relying, and has not relied, on any representation or statement made by the other Party with respect to the facts involved in this MOU or with regard to his/her/its rights or asserted rights with respect thereto.

- (j) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first above written.

THE LAS VIRGENES - MALIBU COUNCIL OF GOVERNMENTS

By: _____
Karen Farrer, President

ATTEST:

By: _____
Terry Dipple, Executive Officer

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins, CEO

January 18, 2022

PROFESSIONAL SERVICES AGREEMENT

On March 17, 2015 the Las Virgenes-Malibu Council of Governments (LVMCOG) and Maureen Micheline, as Consultant, entered into an Agreement for Professional Services (PSA). The term of the PSA was for one year commencing January 1, 2015 through December 31, 2015.

Thereafter, the PSA has continued to be extended by the LVMCOG Governing Board for additional one year periods as provided for in Section 1. (b), which states:

“The Agreement may be renewed for additional periods of one year by mutual agreement of the Parties. Any renewal must be evidenced in writing by both parties.”

On January 18, 2022 the LVMCOG Governing Board voted to extend the PSA between the Parties from January 1, 2022 through December 31, 2022.

The Parties continue to be bound by the terms and conditions of the original Agreement.

Las Virgenes-Malibu Council of Governments

By: _____
Terry Dipple, Executive Director

Date

Consultant

Maureen Micheline

Date

Technical Advisory Committee Agenda Report

DATE: January 5, 2022
TO: Technical Advisory Committee
FROM: Terry Dipple, Executive Director
SUBJECT: Request for State Budget Allocation for Stormwater Project Planning

OVERVIEW

The purpose of this memorandum is to provide the Technical Advisory Committee with information related to a request to send a new letter to Senator Stern supporting a State Budget allocation for stormwater project planning.

BACKGROUND

Last June, the Governing Board approved sending a letter to Senator Stern requesting a one-time \$3.6 million allocation from the State Budget to support the development of Detailed Stormwater Project Planning and Analysis Studies for all five cities within the COG and County unincorporated watersheds in the North Santa Monica Bay including Topanga and the Santa Monica Mountains Watersheds. The effort was unsuccessful and no funding was approved.

Recently, Dave Pedersen, General Manager, Las Virgenes Water District and I discussed circling back with Senator Stern with a new letter regarding the 20-year estimate cost of implementing the Regional Board's MS4 permit Countywide. I revised the letter details the reasons for the one-time request for \$3.6 million and is attached for your review and approval.

RECOMMENDATION

That the Technical Advisory Committee recommend the Governing Board approve the attached letter to Senator Stern requesting the \$3.6 million allocation from the FY 22/23 State Budget.

Attachment: Letter from the COG to Senator Stern

January 18, 2022

Senator Henry Stern
State Capitol, Room 5080
Sacramento, California

Dear Senator Stern:

The Las Virgenes-Malibu Council of Governments (COG) prides itself on its environmental stewardship and supports the Regional Water Quality Control Board and its stakeholders in improving storm water quality. The COG cities have incorporated multiple structural Best Management Practices, performed public education, constructed restoration projects, and constantly strives to support the development of projects that reduce the total daily load of pollutants our creeks, rivers and the ocean.

The 20-year estimate cost of implementing the Regional Board's MS4 permit Countywide ranges from \$21.3 to \$31.4 billion. Annualized over those same 20 years the cost translates to a \$1 to \$1.6 billion investment per year. While the passing of the Countywide Measure W – Safe Clean Water Program was a step forward it only represents a fraction of the needed funding local municipalities need in order to comply with MS4 permit requirements.

To bring that issue a little closer to home, the North Santa Monica Bay Watershed Area is estimated to receive up to \$1.8 million annually to fund regional projects, compared to our Watersheds estimated 20-year annualized cost of Enhanced Water Management Plan (EWMP) implementation is \$10 million. The North Santa Monica Bay Watersheds are one of two of the lowest-funded sets of Watersheds in the LA County Safe and Clean Water Program.

The reasons for low funding are twofold. First, the allocation criteria give extra funds to Watersheds with disadvantaged households. This is a fair decision. Second, this lower distribution reduction to our Watersheds is compounded by the fact that all public lands are exempt from the stormwater fee. In the Santa Monica Mountains, that is the significant majority of the land. Third, the cities in this region have lower density and there are fewer parcels than more built up areas have. Fewer parcels and no fees on public lands generate inadequate stormwater fees to address this very large area. Yet, right now, the County and the cities are responsible for cleanup of the trash, nutrients and bacteria coming off parklands to creeks and rivers from the heavily used parks that are part of the National Recreation Area. Staffing and funding for State Parks and the Santa Monica Conservancy to address their own problems is completely inadequate.

This very low allocation of Safe and Clean Water funds leaves each of our cities with an annual multi-million-dollar funding gap. This is many times the available Safe and Clean Water funding. To provide an example, the City of Agoura Hills is responsible for 42% of the total Capital Investment of the EWMP or \$85 million. This is the level of funding that Agoura Hills needs to meet the water quality standards in the MS-4 permit by the deadlines in the permit.

The other available funding sources are small relative to the requirement. During the Covid-19 crisis, cities have seen a significant decline in general fund revenues. This has required some serious and painful budget, staffing, and service cuts. Our cities across the COG Region and frankly the entire state are facing similar significant challenges.

We would like the Legislature to consider an allocation of the State Budget surplus for FY 22/23. We ask that you add a one-time \$3.6 million in this year's Budget to support the development of Detailed

Stormwater Project Planning and Analysis Studies for all five cities within the COG and County unincorporated watersheds in the North Santa Monica Bay including Topanga and the Santa Monica Mountains Watersheds. These studies are essential to develop a project proposal grant for the Safe and Clean Water Program. Normally cities in other parts of the County have enough of their own Safe and Clean Water Funds to do these studies but the annual allocation of funds averages per city in our Watersheds is very small and is inadequate to develop these detailed studies.

The Governing Board of the Las Virgenes-Malibu Council of Governments voted unanimously today to support a one-time State Budget allocation in the FY22-23 budget for \$3.6 million for the development of Detailed Stormwater Project Planning and Analysis Studies by the cities and the County to support the development of Enhanced Watershed Management Projects (EWMP) already conceived and incorporated into the 2012 MS-4 Permit. We suggest that these funds be directed to the COG for distribution to the cities and the county in the North Santa Monica Bay Watershed over five years to do these studies. This funding level would allow each city and the County the ability to fund two technical studies in the North Santa Monica Bay over a 5-year horizon. The basis of this request is as follows:

1. The Detailed Planning and Analysis Studies include preliminary engineering tasks like survey, geotechnical studies, percolation studies, soil studies, and water quality analysis, and can be quite expensive. It also includes preliminary CEQA analysis.
2. Costs for these studies are typically in the \$300,000 range
3. Completion of these studies will allow municipalities and the County to seek Clean and Safe Water funding for final design and construction.
4. COG cities and the County do not have direct allocation of local or regional to do these essential studies. The Safe and Affordable Water Program direct funding to our cities and the County is small because of the small number of parcels and does not support these studies. Without the studies, we cannot build projects to meet our MS4 requirements.

We have another key request. It is essential that the State Budget provide more funding this year for State Parks and the Santa Monica Mountains Conservancy to fund the Best Management Practices identified in California Regional Water Quality Control Board – LA Region Order No. R4-2020-0112 passed in December 2020. This order requires state park entities to reduce trash coming from public parks and open space above our urban area. It would improve water quality in all receiving bodies. Any efforts the state may take to fund State Parks and Santa Monica Mountains Conservancy to meet this permit would to have direct water quality improvements within our region. Our COG would strongly support additional funding in the FY 2022/2023 Budget for this purpose.

Thank you for your consideration and dedication to improving our most precious and crucial natural resource. We aim to be a good partner and look forward to enjoying the improvements this region can make over the coming years as funding becomes a reality.

Sincerely,

Karen Farrer
President