

**LAS VIRGENES – MALIBU COUNCIL OF GOVERNMENTS
GOVERNING BOARD MEETING**

Tuesday, November 27, 2018, 8:30 A.M.

CALABASAS LIBRARY

Founders Hall Multipurpose Room
200 Civic Center Way, Calabasas, CA 91302

AGENDA

1. CALL TO ORDER

Governing Board Members:

Alicia Weintraub, President
Denis Weber, Vice President
Laura Rosenthal
Mark Rutherford
Stuart Siegel

2. APPROVAL OF THE AGENDA

3. PUBLIC COMMENT PERIOD

Members of the public may address the Governing Board on any subject on or off the agenda by raising their hand and being recognized by the President of the Governing Board. Speakers shall limit their comments to three minutes.

Pursuant to California Government Code Section 54954.2, the Governing Board is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated that the item is of an emergency nature, or the need to take action arose subsequent to the posting of the agenda.

4. CONSENT CALENDAR

Consent Calendar items will be approved in one motion unless removed for separate discussion or action.

- A. Approval of October 16, 2018 Draft Meeting Notes – Attachment
- B. November 2018 Executive Director's Report – Attachment
- C. November 2018 Financial Statement – Attachment

Recommended Action: Approve Consent Calendar

5. INFORMATION ITEMS

- A. Woolsey Fire Discussion – The Governing Board will have a general discussion about the Woolsey Fire and may hear reports and updates from agency partners.

Recommended Action: No action is needed as this is an information item.

- B. Update from Southern California Edison – Representatives from SCE will be in attendance to update the Governing Board on SCE's rebuilding efforts in the wake of the Woolsey Fire.

Recommended Action: No action is needed as this is an information item.

6. ACTION ITEMS

- A. Hazard Mitigation Plan – To be distributed at meeting.

Recommended Action: Adopt the COG's updated Multi-Jurisdictional Hazard Mitigation Plan and submit it to Cal OES.

- B. Renewal of MOU with Metro for Professional Services for Metro Board Member and Extension of Maureen Micheline's Contract – Attachment

Recommended Action: Approve the annual MOU with Metro for Professional Services for Metro Board Member and Extension of Maureen Micheline's Contract for one-year.

7. LEGISLATIVE UPDATE

- A. League of Cities
B. Updates from Area Legislators

8. COMMENTS AND REQUEST FOR FUTURE AGENDA ITEMS

9. FUTURE MEETING DATES

Governing Board: January 15, 2019, 8:30 a.m.

10. ADJOURNMENT

**Draft Meeting Notes
Governing Board Meeting
October 16, 2018**

Item 1 – Call to Order: The meeting was called to order by President Weintraub at 8:32 a.m. The meeting was held at Calabasas Civic Center, Multipurpose Room.

Roll Call of Governing Board members present:

Alicia Weintraub, President
Denis Weber, Vice President
Laura Rosenthal
Stuart Siegel

Item 2 – Approval of Agenda: There was a motion and second to approve the agenda. Motion carried unanimously.

Item 3 – Public Comment Period: Hans Laetz, Radio Malibu KBU 97.5, spoke in opposition to SCE Public Safety Power Shutdown program, noting SCE’s liability and the utility not having the authority to shut off power.

Item 4 – Consent Calendar: 4.A Meeting Notes from October 16, 2018; 4.B October 2018 Executive Director’s Report; and 4.C October 2018 Financial Statement. Terry Dipple highlighted his Executive Director’s Report. Following his report, there was a motion and second to approve the items on the consent calendar. Motion carried unanimously.

Item 5.A – Construction of New Men’s Central Jail: This item was continued as the Los Angeles County representative was not present.

Item 6.A – Public Safety Power Shutoff – Terry Dipple highlighted the draft letter. Reva Feldman commented on the weather-related electrical power outage on October 15, 2018 that caused severe problems for Malibu including loss of power in residential and commercial areas, which also resulted in traffic signals being out on Pacific Coast Highway. Following discussion, President Weintraub directed staff to revise the PSPS letter and ask SCE to attend the November COG meeting to address the incident. No other action was taken at this time.

Item 6.B – Measure W: Terry Dipple provided background on the Safe Clean Water Program parcel tax, which is on the November ballot as Measure W. If approved by county voters, Measure W would implement a parcel tax that will provide dedicated local and regional funding for stormwater projects. Agoura Hills and Malibu took a position in support of Measure W but the other COG cities have not taken a position. Following discussion, the Governing Board decided not to take a position on Measure W.

Item 6.C – Measure H Homeless Initiative Grant: Terry Dipple provided background on the second year of the Los Angeles County Homeless Initiative grant funding to the COG in the amount of

\$30,000. The funding cycle is from October 1, 2018 – September 30, 2019. He noted the COG allocated the first-year \$30,000 grant to Malibu and according to the COG's Scope of Work on the Homeless Initiative, Malibu would provide resources to the other COG cities, as needed. In addition, Malibu would put together a resources guide for the COG cities. President Weintraub asked what Calabasas and the other cities would be receiving. It was noted that Malibu was preparing a report on illegal campfires that would be distributed to the COG cities as a resource. In addition, the COG's Homeless Working Group has begun meeting regularly to address homeless issues and provide resources to all of the COG cities, as needed. Following discussion, there was a motion and second to allocate the second-year funding in the amount of \$30,000 to Malibu who would continue to provide resources to all of the COG cities. Motion carried unanimously.

Item 7.A – League of Cities: Jeff Kiernan provided an update from the League of Cities.

Item 6.B – Updates from Area Legislators: Jeremy Wolf from Senator Stern's office provided an update on SB 1045, which was signed by the Governor. He also noted the senator's staff was working with the Sheriff's Department regarding the Malibu Canyon shooter.

Item 7 – Comments and Request for Future Agenda Items: None

Item 8 – Future Meeting Dates: President Weintraub noted the meeting dates.

Item 9 – Adjournment: President Weintraub adjourned the meeting at 9:38 a.m.

Respectfully submitted,

Terry Dipple
Executive Director

Also in attendance at the October 16, 2018 Governing Board meeting:

Reva Feldman, City Manager, Malibu
Gary Lysik, City Manager, Calabasas
Kerry Kallman, City Manager, Hidden Hills
Greg Ramirez, City Manager, Agoura Hills
Ray Taylor, City Manager, Westlake Village
Terry Dipple, Executive Director
Karen Swift, Metro
Jeff Kiernan, League of Cities
Jeremy Wolf, Senator Stern
Robert Wong, Caltrans
Mary Strenn, ICMA

Memorandum

DATE: November 27, 2018
TO: Governing Board
FROM: Terry Dipple, Executive Director
SUBJECT: Executive Director's Report

OVERVIEW

The purpose of this memorandum is to update the Governing Board on the status of COG projects and other items of interest.

Measure M Project List – I am pleased to report the COG's Measure M 5-Year Project List will be on the January 2019 Metro Board agenda for approval. (The Metro Board does not meet in December) I have been working closely with Metro staff on several of our issues and Therese McMillan, Chief Planning Officer, Metro, signed off on a clarification memorandum that addresses our issues. Specifically, highway-related feasibility studies are eligible for funding. LA County's projects, however, will have to be revised or rethought. I will continue to work with Metro staff to provide additional information and resolve any issues. Additionally, I was informed the COG would receive approximately \$12.5 million in our 6th year of Measure M: \$2.4 million for Active Transportation and \$10.07 million for Highways. If the Governing Board concurs, I will discuss funding and projects with the COG's Highway Working Group.

Homeless Initiative – The COG's Homeless Working Group held its second meeting on October 25, 2018, to discuss the COG's homeless grant project and coordination issues. Malibu prepared a Guide to Addressing Homeless Encampments (trespassing and fires) for the COG cities. A copy is attached. The Working Group will continue to meet on a regular basis. COG cities are in two different LA County Service Planning Areas: Malibu is in SPA 5 and the other cities are in SPA 2. I attended a meeting with LA Family Housing and Meredith Berkson, LA County Homeless Team on November 14th to discuss resources. LA Family Housing is the LA County service provider for SPA 2, which includes Agoura Hills, Calabasas, Hidden Hills and Westlake Village. I will begin attending LA Family Housing Leadership Council meetings. The first meeting is on November 28th and discussion items include: Measure H Funding and Roles and Responsibilities.

Stormwater – With help from Senator Stern, I have arranged for Madelyn Glickfeld, Chair, LA Regional Water Quality Control Board and Renee Purdy, Manager of Environmental Programs to attend the February 19th COG meeting to participate in a "listening session" on stormwater issues. I have developed a preliminary list of items for discussion that includes municipal financial issues, cost and compliance impacts of beneficial use on the Malibu Creek EWMP cities, what is the timeline for permit renewals, are cities located on both sides of the Santa Monica Mountains responsible for cleaning the water that runs off from the mountains, cost and maintenance concerns

with Green Streets and vector control concerns with storm drain filters and rain barrels that are included as compliance measures in EWMP plans are resulting in an increase in the mosquito population. I will be working with COG city representatives to develop the discussion topics and will present it to the Governing Board at the January 2019 COG meeting for approval before forwarding it to the Regional Board.

Metro NextGen Bus System Study – Step One of the NextGen Bus Study has been completed. It includes the Market Demand and Travel Patterns Existing Service Evaluation. Metro learned how the public travels and how existing bus service relates to rider needs. Next, Metro will be reviewing service priorities to better meet the needs of the rider. I have asked Metro to present an update on the NextGen Bus Study at the January 2019 COG meeting.

Guide to Addressing Homeless Encampments

When someone who is experiencing homelessness takes shelter in our hillsides, it presents a very sensitive public safety issue. While our Cities do not want to criminalize the condition of homelessness, we cannot allow illegal warming or cooking fires to endanger the individual and our community. We need everyone to play a part in reducing the threat of fire.

WHAT YOU CAN DO:

- * Report encampments that are on your property to the Sheriff's Department at (818) 878-1808. Deputies can issue trespassing citations and remove the individual(s).
- * If your property is vacant or you do not live on your property full-time, file a Letter of Agency with the Sheriff's Department so that deputies can remove trespassers when they are reported by someone else and they are unable to contact you. You may download a Letter of Agency form from the City of Malibu's website at: www.malibucity.org/letterofagency.
- * Post "No Trespassing" signs around your property. Clearly visible signs facilitate the timely removal of trespassers by deputies.
- * Report encampments that are on someone else's property to your City. The City can identify the property owner and work with the Sheriff's Department to check for a Letter of Agency on file, and/or contact the property owner to see if they want them removed.
- * If you see a campfire in the brush, call 911 immediately. Sheriff's deputies can cite the individual for an illegal fire, and the Fire Department will extinguish the fire.

LAW ENFORCEMENT LIMITATIONS:

- * A recent ruling by the 9th Circuit Court of Appeals states that people cannot be cited for camping, lodging, or sleeping overnight on public property if there is no alternative shelter available. Therefore, deputies cannot cite individuals solely for violating your City's ordinance prohibiting camping, lodging, or sleeping overnight on public property if there is no alternative shelter.
- * Deputies cannot remove a homeless individual camping on private property if the property owner is not interested in having them removed, unless the individual is causing a disturbance or committing a crime.

For more information, contact Susan Duenas, Public Safety Manager, Malibu, at 310-456-2489 X313.

Memorandum

DATE: November 27, 2018
TO: Governing Board
FROM: Terry Dipple, Executive Director
SUBJECT: November 2018 COG Financial Summary

SUMMARY

All of the revenue and expenditures are in accordance with the COG's 18/19 adopted budget.

18/19 Expected Revenue

Dues	100,000
FEMA Grant	52,500
Metro (admin & planning)	57,250
Metro (for consultant)	<u>95,663</u>
Total	305,413

18/19 Expenditures to Date

Liability Insurance 18/19	-3,605.45
Terry Dipple – 7/18 Ex. Dir.	-10,833.33
Maureen Micheline 7/18 Metro	-7,732.80
Terry Dipple – 7/18 retro	-833.34
Terry Dipple – 8/18 Ex. Dir.	-11,666.67
Maureen Micheline 8/18 Metro	-7,732.80
Terry Dipple – 9/18 Ex. Dir.	-11,666.67
Maureen Micheline 9/18 Metro	-7,732.80
Terry Dipple – 10/18 Ex. Dir.	-11,666.67
Maureen Micheline 10/18 Metro	<u>-7,732.80</u>
Total	-81,203.33

Memorandum

DATE: November 27, 2018
TO: Governing Board
FROM: Terry Dipple, Executive Director
SUBJECT: Multi-Jurisdiction Hazard Mitigation Plan

OVERVIEW

The purpose of this memorandum is to provide the Governing Board with information pertaining to the status of the update of the COG's Multi-Jurisdiction Hazard Mitigation Plan (HMP).

RECOMMENDATION

Adopt the Multi-Jurisdiction Hazard Mitigation Plan and submit it to Cal OES, where upon review, it will be forwarded to FEMA for final approval.

BACKGROUND

Last year, the Governing Board directed COG staff to submit a FEMA grant in the amount of \$60,000 to prepare the 5-year update to the COG's HMP. The grant application was submitted to Cal OES by the January 1, 2018 deadline and the COG received Cal OES approval in March 2018 and FEMA approval in June 2018. The low bid for the HMP was \$70,000 and COG awarded the contract to MLC and Associates. The FEMA grant requires the COG cities to be responsible for 25% which is \$17,500 or \$3,500 per city. MLC subsequently began work on the HMP and held regular meetings with the COG's HMP Working Group consisting of representatives from each of the COG cities. In addition, the COG held a community meeting to solicit public comment on August 22, 2018.

MLC completed the draft HMP in August 2018 and it was submitted to the cities for review. Following comments and revisions, the final HMP was submitted to the COG and cities. In October and November 2018 the HMP was adopted by all of the COG cities, except Malibu, which was scheduled to adopt it on November 13th. However, the City Council meeting was canceled due to the Woolsey Fire. The COG cannot adopt the HMP and submit it to Cal OES and FEMA until it has been adopted by all of the cities.

To complicate things further, the COG's HMP expired on October 1, 2018 but Cal OES has committed to work with the COG as we are in the final stages of adopting the HMP. I am continuing to communicate with Cal OES to get the HMP adopted and submitted.

Memorandum

DATE: November 27, 2018

TO: Governing Board

FROM: Terry Dipple, Executive Director

SUBJECT: MOU with Metro for Professional Services for Metro Board Member and
Renewal of Contract with Maureen Micheline

OVERVIEW

The purpose of this memorandum is to provide the Governing Board with information pertaining to the status of COG's Memorandum of Understanding with Metro for support services and staff assistance to the Metro Board Member representing the Northern Corridor Cities and Contract between LVMCOG and Maureen Micheline to provide staff assistance to the Metro Board Member representing the Northern Corridor Cities

RECOMMENDATION

Approve the new MOU between the COG and Metro and renew the COG's contract with Maureen Micheline. Both would be effective January 1, 2019 through December 31, 2019.

BACKGROUND

In March 2015, the Governing Board approved a Memorandum of Understanding between Metro and the COG for support services and staff assistance to the Metro Board Member (Ara Najarian) representing the Northern Corridor Cities and Contract between COG and Maureen Micheline to provide staff assistance to the Metro Board Member representing the Northern Corridor Cities. The MOU with Metro and Contract with Maureen Micheline were for one year and retroactive to January 1, 2015. The MOU was prepared by Metro and the Contract with Maureen Micheline was prepared by COG counsel, who also reviewed and approved the MOU with Metro. In November 2015, the Governing Board approved a new MOU and Contract extension with Metro and Maureen Micheline, respectfully, for 2016. The Governing Board has subsequently approved a new MOU with Metro and Contract extension for Maureen Micheline for 2017 and 2018. The current MOU and Contract will expire December 31, 2018.

Ara Najarian has indicated he would like to extend Maureen Micheline's contract for another year. In addition, I had discussions with Maureen Micheline who stated her desire to continue in her capacity. Metro prepared a new MOU between the COG and Metro, which is attached. The Contract 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 with Metro for 2019 increased from \$95,663.48 to \$99,490.02 of which the COG is permitted to retain 3% for administrative costs. Therefore, the annual compensation for Maureen Micheline in 2019 will be \$96,505.32, with the COG retaining \$2,984.70 for administrative costs.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of October 24, 2018, 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 \$99,490.02 (ninety-nine thousand four hundred ninety dollars and two 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, 2019 through December 31, 2019, as follows:

(i) The Contract term extending from January 1, 2019 through December 31, 2019 shall be paid by LACMTA to the Las Virgenes - Malibu COG in twelve monthly installments, with each such installment representing approximately 1/12th (or \$8,290.84) 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, 2019 and expire on December 31, 2019 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:

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: _____
Terry Dipple, Executive Officer

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington, CEO