

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

Tuesday, November 17, 2020, 8:30 AM

MEETING INFORMATION AND ACCOMMODATION

Pursuant to the Governor’s Executive Orders, which waived certain Brown Act meeting requirements, including any requirements to make a physical meeting location available to the public; and, most recently, the March 19, 2020 Executive Order, which ordered all residents to stay at home. As such, the Las Virgenes-Malibu Council of Governments will provide Members of the Public the opportunity to view and participate in the meeting remotely using Zoom.

Join Zoom Meeting: <https://zoom.us/j/4714103699> Meeting ID: 471 410 3699 - Passcode: 1234

A public agenda packet is available on the COG’s website lvmcog.org. Members of the Public who wish to comment on matters before the Governing Board have two options: 1. Make comments limited to three minutes during the Public Comment Period, or 2. Submit an email with their written comments limited to 1,000 characters to terry@lvmcog.org no later than 12:00 p.m. on Monday, November 16, 2020. The email address will remain open during the meeting for providing public comment during the meeting. Emails received during the meeting will be read out loud at the appropriate time during the meeting provided they are received before the Board takes action on an item (or can be read during general public comment). For any questions regarding the virtual meeting, please contact terry@lvmcog.org.

AGENDA

1. CALL TO ORDER

Governing Board Members:

Illece Buckley Weber, Agoura Hills, President
Kelly Honig, Westlake Village, Vice President
Karen Farrer, Malibu
Stuart Siegel, Hidden Hills
Alicia Weintraub, Calabasas

2. APPROVAL OF THE AGENDA

3. PUBLIC COMMENT PERIOD

Public comments are limited to three minutes per speaker. 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. October 20, 2020 Draft Meeting Notes – Attachment (pages 3-6)

B. November 2020 Financial Statement – Attachment (page 7)

Recommended Action: Approve Consent Calendar

5. INFORMATION ITEMS

A. Legislative Update – Senator Henry Stern

B. Executive Director’s Report – Attachment (pages 8-9)

C. SCAG’s Regional Climate Adaptation Framework – Kimberly Clark, Program Manager, will make the presentation.

D. Reports from Member Cities on COVID-19

- Agoura Hills, Calabasas, Hidden Hills, Malibu, and Westlake Village

6. ACTION ITEMS

A. SCAG Regional Early Action Planning Grant – Attachment (pages)

Recommended Action: Approve the REAP planning grant and authorize the Executive Director to sign the MOU with SCAG and prepare a RFP to hire a consultant to perform the work.

B. Renewal of MOU with Metro for Professional Services for Ara Najarian, Metro Board and Extension of Maureen Micheline’s Contract to provide said services – 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. PUBLIC SAFETY, LEGISLATIVE AND AGENCY PARTNER UPDATES

A. Los Angeles County Sheriff’s Department

B. Los Angeles County Fire Department

C. League of Cities

D. Updates from Legislative Staff and Agency Partners

8. GENERAL COMMENTS AND REQUEST FOR FUTURE AGENDA ITEMS

9. FUTURE MEETING DATES

- No meetings in December
- Technical Advisory Committee: Wednesday, January 6, 2021, 8:30 AM
- Governing Board: Tuesday, January 19, 2021, 8:30 AM

10. ADJOURNMENT

**Draft Meeting Notes
Governing Board Meeting
VIRTUAL MEETING - VARIOUS LOCATIONS
October 20, 2020**

The Governing Board conducted the virtual meeting, via Zoom, and in accordance with California Governor Newsom's Executive Orders N-20-20 and N-35-20 and COVID-19 pandemic protocols.

1 – Call to Order: President Buckley-Weber called the meeting to order at 8:30 AM.

Roll Call of Governing Board members present:

Illece Buckley Weber, Agoura Hills, President
Kelly Honig, Westlake Village, Vice President
Karen Farrer, Malibu
Stuart Siegel, Hidden Hills
Alicia Weintraub, Calabasas

The following non-voting city elected officials participated in the meeting:

Ned Davis, Councilmember, Westlake Village
Laura McCorkindale, Councilmember, Hidden Hills
Denis Weber, Mayor Pro Tem, Agoura Hills

2 – Approval of Agenda:

ACTION: Governing Board member Weintraub moved to approve the Agenda. Governing Board member Siegel seconded. The Motion carried 5-0, by the following roll call vote:

AYES: President Buckley Weber, and Governing Board members Farrer, Honig, Siegel and Weintraub.

NOES: None.

ABSENT: None.

3 – Public Comment Period: There were no public comments and the Executive Director reported that he did not receive any public comments via email or phone.

4 – Consent Calendar: 4.A Meeting Notes from September 15, 2020; 4.B October 2020 Financial Statement.

ACTION: Governing Board member Siegel moved to approve the Consent Calendar. Vice President Honig seconded. The Motion carried 5-0, by the following roll call vote:

AYES: President Buckley Weber, and Governing Board members Farrer, Honig, Siegel and Weintraub.

NOES: None.

ABSENT: None.

5.A – Metro Update: Ara Najarian, Board Member, provided an update and answered questions. No action was taken.

5.B – Executive Director’s Report: The Executive Director highlighted his report and answered questions. No action was taken.

5.C – Member Cities Report on COVID-19: The City Managers and Governing Board members provided an update from their respective cities on COVID-19 related issues and actions. No action was taken.

6.A – Measure M 7th Year Project List: The Executive Director provided an overview of the city projects on the project list and recommended approval.

ACTION: Governing Board member Weintraub moved to approve the Measure M 7th Year Project List. Vice President Honig seconded. The Motion carried 5-0, by the following roll call vote:

AYES: President Buckley Weber, and Governing Board members Farrer, Honig, Siegel and Weintraub.

NOES: None.

ABSENT: None.

6.B – Lobbyist Retention: President Buckley Weber and the Executive Director provided background on the process the COG went through in interviewing lobbying firms, obtaining proposals and the cost associated with retaining a lobbyist.

ACTION: Vice President Honig moved to not go forward with retaining a lobbyist. Governing Board member Weintraub seconded. The Motion carried 5-0, by the following roll call vote:

AYES: President Buckley Weber, and Governing Board members Farrer, Honig, Siegel and Weintraub.

NOES: None.

ABSENT: None

6.C – SCAG Regional Early Action Planning Grant: The Executive Director provided background on the REAP grant stating it is intended to help accelerate housing production throughout the SCAG region and have a net-positive effect on housing supply by increasing housing planning, meeting the sixth cycle regional housing needs assessment (RHNA). The project would include community workshops intended to inform the public about the state-mandated RHNA process and how it impacts each city. In addition, the project would study suitable areas for workforce housing. The project would be funded with a \$100,000 grant from SCAG.

ACTION: Vice President Honig moved to refer the REAP project to the TAC for further discussion. Governing Board member Weintraub seconded. The Motion carried 5-0, by the following roll call vote:

AYES: President Buckley Weber, and Governing Board members Farrer, Honig, Siegel and Weintraub.

NOES: None.

ABSENT: None

7.A – Los Angeles County Sheriff’s Department: Captain Becerra provided an update from the Lost Hills/Malibu Station.

7.B – Los Angeles County Fire Department: Chief Smith provide an update.

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

7.D – Updates from Area Legislators and Agencies. Tessa Charnofsky provided an update from Supervisor Kuehl and Aurelia Friedman provided an update from Congressman Lieu.

8. – Comments and Request for Future Agenda Items: None

9. – Future Meeting Dates: President Buckley Weber announced the dates for the next Technical Advisory Committee and Governing Board meetings.

10 – Adjournment: President Buckley Weber asked for a motion to adjourn the meeting at 10:16 AM.

ACTION: Governing Board member Siegel moved to adjourn the meeting. Vice President Honig seconded. The Motion carried 4-0, by the following roll call vote:

AYES: President Buckley Weber, and Governing Board members Farrer, Honig and Siegel.

NOES: None.

ABSENT: Governing Board member Weintraub.

Respectfully submitted,

Terry Dipple
Executive Director

Governing Board Agenda Report

DATE: November 17, 2020
TO: Governing Board Delegates and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: November 2020 COG Financial Statement

SUMMARY

All of the revenue and expenditures are in accordance with the COG's 20/21 adopted budget.

20/21 Expected Revenue

Dues	100,000
Metro (admin & planning)	57,250
Metro (for consultant)	103,470
LA County Homeless Grant	<u>69,133</u>

Total Expected Revenue **329,853**

20/21 Expenditures to Date **-105,739**

Terry Dipple – 7/20 Ex. Dir.	-12,250
M. Micheline 7/20 Metro	-8,283
G. Graham 7/20	-5,000
Terry Dipple – 8/20 Ex. Dir.	-12,250
M. Micheline 8/20 Metro	-8,283
G. Graham 8/20	-5,000
COG Liability Insurance	-3,607
Terry Dipple – 9/20 Ex. Dir.	-12,250
M. Micheline 9/20 Metro	-8,283
G. Graham 9/20	-5,000
Terry Dipple – 10/20 Ex. Dir.	-12,250
M. Micheline 10/20 Metro	-8,283
G. Graham 10/20	<u>-5,000</u>

Total to Date **-105,739**

Governing Board Agenda Report

DATE: November 17, 2020
TO: Governing Board Delegates and Alternates
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.

Evacuation Plan – LA County Office of Emergency Management (OEM) has scheduled a meeting with the COG cities for 10:00 AM, November 19, 2020, at the Lost Hills Station. As reported last month, County partners are building baseline products for a starting point so that meeting can be action oriented. The meeting goal is to build consensus on Emergency Management Zones (EMZs) and terminology. Currently, LASD Lost Hills, LA County Fire Division VII and LA County OEM are completing foundational concepts and baseline planning products and standardized evacuation terminology and zone naming. OEM stressed the importance of adopting the use of statewide evacuation terminology and is working to incorporate into existing preparedness products. This process will include naming of EMZs with a numeric designation for the entire COG region, including the Santa Monica Mountains. Baseline Emergency Management Zones will build off of pre-existing Topanga and Malibu zones that used the Thomas Guide grid system. The final products will result in mapped EMZs that can be used for evacuations and other types of emergency protective actions, and pre-programmed emergency notifications, which is evacuation planning. OEM expects to have the final product completed by June 1, 2021.

Legislative Platform – At the July 2020 COG meeting, the Governing Board directed staff to develop a legislative platform. The city managers discussed it at the October TAC meeting. I was planning to bring a draft legislative platform to the Governing Board at the November COG meeting. However, in light of the Governing Board's decision not to hire a lobbyist, I am seeking direction to see if the Governing Board wants me to continue working on the legislative platform.

SoCal Regional Climate Adaptation Framework – SCAG will be making a presentation at the November 17th COG meeting to share tools and strategies aimed at helping COGs and cities with Climate Adaptation planning. The presentation includes a collection of resources to support climate adaptation planning efforts across the region. The Framework consists of tools supporting both local and subregional planning, such as workshop materials and strategies for communicating climate change, planning guidance

and model policy language, vulnerability mapping and assessment tools, and a collection of case studies.

Metro Traffic Reduction (AKA Congestion Pricing) – The Traffic Reduction Study seeks to explore the feasibility of various congestion pricing concepts to reduce traffic in Los Angeles County. Metro staff are examining corridor pricing, cordon pricing, and Vehicle Miles Traveled pricing as potential strategies for managing transportation demand. Staff has launched their stakeholder and public engagement process with a focus on potential geographic locations for a pilot program, potential support and opposition to a pilot program, and potential tradeoffs they should consider. Metro has held four virtual public meetings in late September and early October to inform LA County residents and answer any questions regarding the Traffic Reduction Study. It is very important that Metro ensure this will be an unbiased analysis and justification to implement toll lanes. The highest value of tolling and convincing people to pay is to keep the users' trips at high speeds. That requires a connected network including connectors at all interchanges to allow the users to keep going without having to merge into congested lanes to get to the next freeway/express lane. The regional infrastructure is not set up for that. I will continue to provide updates to the COG as this study moves forward.

COG's Homeless Outreach Coordinator – Gabriel continues to provide weekly updates on his assistance to people experiencing homelessness in the region. I will be meeting with the County Homeless Initiative staff this month to discuss a continuation of the grant that is used to fund the outreach coordinator position. I have not been given a grant amount yet but anticipate it will be sufficient to continue Gabriel's position with the COG.

Broadband – I have a meeting scheduled with South Bay Cities COG staff to discuss their broadband project. I also discussed it, again, with Supervisor Kuehl's new Metro Board deputy to see if the Supervisor would reconsider her opposition. The Supervisor opposed the use of Measure M funds for the SBCCOG broadband project because it was not related to transit or highways. I also reached out to Stephen Sawyer, the governmental liaison from Spectrum, which serves all of the COG cities. I asked him if Spectrum could review the SBCCOG project and report their findings to the COG. I would like to discuss the broadband issue at the January TAC meeting. I will keep the Governing Board updated as I get more background and begin to formulate a plan of action.

Metro NextGen Bus Study – The NextGen Bus Study is coming to a close. The Study took into consideration both technical data and the priorities and personal experiences Metro heard during the outreach meetings and responses to questionnaires. The proposed changes in bus and transit will be implemented in three phases over the next 18 months. The only change Metro is proposing in the COG region is to remove the Point Dume deviation, in Malibu from Bus Line 534. According to Metro, that area has very low ridership and they plan to remove this deviation in December 2020, if the NextGen Bus Study is approved by the Metro Board, next month. Metro has informed Malibu of this change. No changes planned in the other parts of the COG. Bus Line 161 will not be changing alignment in the Calabasas/Agoura Hills/Westlake Village area.

Governing Board Agenda Report

DATE: November 17, 2020
TO: Governing Board Delegates and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: Regional Early Action Planning Grant Project

OVERVIEW

The purpose of this report is to provide the Governing Board with information on SCAG's Regional Early Action Planning (REAP) Grant Program, which was on the agenda, last month. Since then, the city managers discussed it at the November TAC meeting and voted to approve.

RECOMMENDATION

That the Governing Board approve the REAP planning grant and authorize the Executive Director to sign the MOU with SCAG and prepare a RFP to hire a consultant to perform the work.

BACKGROUND

SCAG approved a \$100,000 REAP grant that our COG is eligible to receive. Unfortunately, we cannot allocate the funds between the cities like we do with Measure R and M. COG staff held two meetings with SCAG to discuss options. Most of the cities have applied for a Local Early Action Planning (LEAP) grant from the state, which has significant funds available for cities to update their housing element. COG city planners and I held several subsequent meetings – one with SCAG and one to explore other housing-specific topics that may help the cities such as how the RHNA process works, new state housing legislation and what it means for the cities, growth constraints such as fire and flood zones and how to plan and fund workforce housing.

Originally, I proposed a project that would be combination of community workshops with supporting material as a way to help educate area residents about RHNA so they have a better understanding of the process and how cities are responding to the state housing requirements. In addition, I thought it would be helpful for the project to include an independent analysis of new and pending housing legislation that adds density or overrides local zoning, again to educate the community and provide a resource for city staff and elected officials. However, SCAG requires a final deliverable that shows a nexus to how the project would accelerate housing production.

After discussing the limitations of the REAP grant funds with city planners, COG staff developed a potential project that meets SCAG/HCD eligibility requirement, while at the same time educating residents on the state-mandated RHNA process and recent legislation that adds density and/or overrides local zoning. The main focus of the project would be to analyze potential sites in the COG cities for workforce housing and develop a workforce housing overlay.

To accomplish this, the COG would use the \$95,000 of the \$100,000 REAP grant to hire a consultant. The solicitation and RFP process would be coordinated with SCAG. Pursuant to SCAG's policy, the COG is eligible to be reimbursed up to 5% for administration of the contract.

The project consultant would likely be retained by January 31, 2021. The project is expected to be completed by September 30, 2021.

FISCAL IMPACT

There would be no fiscal impact as the project consultant would be funded with the SCAG REAP grant. The process would involve city planners from all of the COG cities but would not require any significant time commitment. COG staff would have time to manage the consultant's efforts and coordinate with SCAG and is eligible to receive a reimbursement up to \$5,000.

Governing Board Agenda Report

DATE: November 17, 2020
TO: Governing Board Delegates and Alternates
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 Governing Board 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 Contract between LVMCOG 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 contract with Maureen Micheline. Both would be effective January 1, 2021 through December 31, 2021.

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 Contract between COG and Maureen Micheline to provide staff assistance to Board Member Najarian. 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 each subsequent November, the Governing Board has approved a new MOU with Metro and Contract extension with Maureen Micheline. The current MOU and Contract will expire December 31, 2020.

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 provided the COG with a MOU for 2021. There is no increase in the amount. Separately, 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 maintains the current annual reimbursement at \$103,469.62. Pursuant to the terms of the MOU, the COG takes a 3% administrative fee, which is \$3,104.08. Maureen will receive \$100,365.54 (\$8,363.79 per month) in 2021.

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of November 9, 2020, by and between The Las Virgenes - Malibu Council of Governments ("The Las Virgenes - Malibu COG" or "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 \$103,469.62 (one hundred three thousand four hundred sixty-nine dollars and sixty-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, 2021 through December 31, 2021, as follows:
 - (i) The Contract term extending from January 1, 2021 through December 31, 2021 shall be paid by LACMTA to the Las Virgenes - Malibu COG in twelve monthly installments, with each such installment representing approximately 1/12th (or \$8,622.46) 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, 2021 and expire on December 31, 2021 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

November 17, 2020

AGREEMENT EXTENSION

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

Thereafter, it continued to be extended 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 November 19, 2019 the LVMCOG Governing Board voted to extend the Agreement between the Parties from January 1, 2020 through December 31, 2020.

On November 17, 2020 the LVMCOG Governing Board voted to extend the Agreement between the Parties from January 1, 2021 through December 31, 2021.

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

Las Virgenes-Malibu Council of Governments

By: _____ Date _____
Terry Dipple, Executive Director

Consultant

_____ Date _____
Maureen Micheline