

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

Wednesday, March 11, 2020, 8:30 A.M.

Agoura Hills City Hall
Community Room
30001 Ladyface Court, Agoura Hills, CA 91301

AGENDA

1. Call to Order: Greg Ramirez, Chair
2. Introductions
3. Public Comment
4. Consent Calendar
 - A. Executive Director's Report
5. Update on COG Homeless Outreach Coordinator – Attachments will be distributed at the meeting.
6. AB 5 Issues Related to COG Independent Contractors
7. Alternative Law Enforcement Options – Attachment
8. Public Safety, Agency and Legislative Updates
 - A. Sheriff's Department
 - B. Fire Department
 - C. League of Cities
 - D. Agency Partners
 - E. Area Legislators
9. General Comments and Future Agenda Items
10. Adjournment

Memorandum

DATE: March 4, 2020
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.

Measure M Projects and Funding – On February 27, 2020, the Metro Board approved the COG’s 6th Year Measure M Project List. Prior to going to the Planning and Program Committee, Metro staff raised another allocation issue related to Hidden Hills’ project and it was agreed to hold off programming their funds in the 6th year. There was a similar issue with some of the funds for Agoura Hills’ project. Both cities will carry over their funds. Metro will allocate an additional \$12,870,156 of Measure M funds to the COG for the 7th year. The funds will be included in the updated 7th year of the Measure M 5-Year Project List. I am working with Metro to arrange a meeting with Metro staff and COG cities before we begin discussing projects that may be included in the 7th year. After the meeting, I will have a better idea for a timetable that notes when cities will submit projects to Metro for informal eligibility review. I anticipate any new project for the 7th year of Measure M funding will be submitted to Metro Highway and Active Transportation staff for informal eligibility review beginning May 1, 2020. Like last year, Metro will likely want COG approval of the 7th year projects by September 30, 2020. Therefore, the TAC and Governing Board would need to review and approve before that date. The following is the revised 6th year and 7th year allocations. Funds not programmed will be carried forward for future projects.

	6 th Year	7 th Year
Agoura Hills	\$3,023,861	\$3,114,577
Calabasas	\$3,423,711	\$3,526,422
Hidden Hills	\$ 262,402	\$270,274
Malibu	\$1,874,295	\$1,930,524
Westlake Village	\$1,237,035	\$1,274,146
LA County	<u>\$2,673,993</u>	<u>\$2,754,213</u>
Total	\$12,495,297	\$12,870,156

COG’s Homeless Outreach Coordinator – The County has approved the Statement of Work for the homeless grant to hire Gabriel Graham as the COG’s Homeless Outreach Coordinator and is preparing the contract for signature by the COG. In addition, COG Counsel prepared a contract for Gabriel Graham, the COG’s Homeless Outreach Coordinator. The contract and SOW are attached for your review. The COG’s Homeless Working Group held a meeting on February 24, 2020 to

meet Gabriel Graham in anticipation of him beginning once the contract is signed with the County. The HWG members were very enthusiastic about having the COG's Homeless Outreach Coordinator as a resource.

Evacuation Plan – The County has assured me the Evacuation Plan is absolutely a priority, and they have been getting organized to deliver a functional, sustainable solution to this challenge for the COG and other key regional partners. Working with their consultant, the County has identified departmental leads for each of the Woolsey After Action Report recommendations. The lead for Evacuation Planning will be convening a County Working Group in the weeks ahead to move the related activities forward. I will continue to update the COG as new information becomes available.

AB 5 Issues – Following up on a request from Greg Ramirez at the January TAC meeting, I reached out to Larry Weiner, COG Counsel, regarding AB 5 to determine how it might affect my status and that of the COG's other independent contractors. I understand the memo from Larry Weiner has been circulated. The COG currently contracts with two independent contractors, Terry Dipple and Maureen Micheline, who provides administrative services to Ara Najarian, Metro Board. In addition, the COG will be contracting with Gabriel Graham, who will serve as the COG's Homeless Outreach Coordinator. Based upon the conversations with Larry Weiner and Rebecca Green, there does not appear to be any AB 5 issues with either of them.

Outstanding Liability with California Joint Powers Insurance Authority – I still have not heard anything further from the California Joint Powers Insurance Authority pertaining to the COG's \$32,325 retrospective liability.

Metro NextGen Bus Study – The NextGen Bus Study began in early 2018. The NextGen Regional Service Concept was reviewed and approved by the Metro Board, last Summer. The Regional Service Concept was developed through consideration of both technical data and the priorities and personal experiences Metro heard during the outreach meetings and responses to questionnaires. The Draft NextGen Bus Service Plan is scheduled for presentation to the Metro Operations Committee this month with Metro Board approval expected in the Spring of 2020. Initial implementation is expected to begin by the end of the year.

AGREEMENT FOR CONSULTING SERVICES WITH THE
LAS VIRGENES MALIBU COUNCIL OF GOVERNMENTS

THIS AGREEMENT is made by and between the Las Virgenes Malibu Council of Governments, a joint powers authority (hereinafter called "COG"), and Gabriel Graham (hereinafter collectively called "CONSULTANT").

RECITALS

A. CONSULTANT is to begin providing consulting services related to the coordination of homeless outreach for COG on March 1, 2020.

B. COG desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.

C. CONSULTANT represents that he is qualified to and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of COG.

Section 2. Term and Time of Performance. This Agreement shall be effective as of March 1, 2020 (the "Effective Date") and shall be effective through February 28, 2021, unless extended in writing by both parties, or earlier terminated by either party.

Section 3. Compensation. COG agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for his services, \$60,00.00 per year, payable on a monthly basis and subject to proration in the event of termination and for any partial month (the "Consideration"). The Consideration shall constitute reimbursement of CONSULTANT's fee for the services (including all clerical and secretarial support) as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). COG shall pay CONSULTANT the Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein. By way of illustration only and to provide an estimate of the nature and scope of the services the parties anticipate will be required to achieve the results expected under this Agreement, the parties estimate an average of approximately 40 hours per week for CONSULTANT's services. In the event that significantly more or less time is required on a regular and continuing basis, either party may request consideration of an adjustment in the Consideration.

Section 4. Independent Contractor. CONSULTANT will act hereunder as an independent contractor, however pursuant to AB 5, solely for the purposes of the California Labor Code (including Workers' Compensation) and Unemployment Insurance Code, CONSULTANT will be considered an employee of COG. Except as explicitly required under AB 5, this Agreement

shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of COG and shall not and is not intended to create the relationship of partnership, joint venture or association between COG and CONSULTANT.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. CONSULTANT: Responsible Principal. Gabriel Graham shall be the person principally responsible for CONSULTANT's obligations under this Agreement. Designation of another responsible principal by CONSULTANT shall not be made without the prior written consent of COG.

Section 7. Personnel. CONSULTANT represents that he has, or shall secure at his own expense, all personnel required to perform CONSULTANT's services under this Agreement. CONSULTANT may associate with or employ associates or subconsultants in the performance of his services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that he has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT. In order to help COG enforce this provision, CONSULTANT shall, on a quarterly basis, provide to COG's technical advisory committee a list of business interests held by CONSULTANT, which business interests may engage in work within or near the boundaries of any COG member or which business interests may do business with the Southern California Association of Governments (SCAG) or any other COG consultant. CONSULTANT shall also identify to the technical advisory committee any agreements entered into between CONSULTANT and SCAG, a COG consultant, or a developer actively engaged in developing land within or near the boundaries of any COG member.

Section 9. Insurance.

(a) CONSULTANT shall submit to COG certificates indicating compliance with the following minimum insurance requirements not less than ten (10) days following the execution of this Agreement.

(i) Worker's Compensation Insurance to cover his employees, if any, as required by the California Labor Code. CONSULTANT shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(ii) Automobile insurance in at least the minimum amounts required by state law for any automobile used for business purposes with COG.

Such policies of insurance shall cover the operations of CONSULTANT pursuant to the terms of this Agreement.

(b) CONSULTANT shall cease performance of the services if the above insurance has not been obtained and certificates of insurance have not been timely filed with and approved by COG. Procurement of insurance by CONSULTANT shall not be construed as a limitation of

CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless, and defend under this Agreement.

(c) CONSULTANT shall require all his subcontractors, including each person or entity responsible for the provision of services hereunder to be covered by similar insurance.

(d) Any self-insured retainers or deductibles shall be subject to COG approval.

Section 10. Driver License. CONSULTANT shall present for inspection his California driver license within 10 days of the execution of this contract.

Section 11. Indemnification. CONSULTANT agrees to indemnify COG, its officers, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of CONSULTANT, his agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder.

Section 12. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this Agreement shall become the sole property of COG and may be used, reused or otherwise disposed of by COG without the permission of CONSULTANT. Upon satisfactory completion of, or in the event of expiration, termination, suspension or abandonment of the Agreement, CONSULTANT shall turn over to COG all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents. With respect to computer files, CONSULTANT shall make available to COG, upon reasonable request by COG, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Section 13. Evaluation. COG may periodically evaluate the results achieved by CONSULTANT under this Agreement and may request a modification of the Scope of Services if such modification would serve COG's mission and purpose in hiring CONSULTANT.

Section 14. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice. If the termination is without cause, COG shall pay for services satisfactorily completed before the termination.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address as set forth below or personally delivered to CONSULTANT at such address or other address specified to COG in writing by CONSULTANT.

Gabriel Graham
14525 Vose St. Apt # 5
Van Nuys, CA 91405

Any notice required to be given to COG shall be deemed duly and properly given upon delivery, if sent to COG postage prepaid to the current chairman of COG's technical advisory committee at the city hall in which the chairman works or personally delivered to COG at such address or other address specified to CONSULTANT in writing by COG.

Section 16. Entire Agreement. This Agreement represents the entire integrated agreement between COG and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both COG and CONSULTANT.

EXECUTED on _____, 2020.

LAS VIRGENES MALIBU
COUNCIL OF GOVERNMENTS

By _____
President, Governing Board

APPROVED AS TO FORM:

General Counsel

CONSULTANT

By _____
Gabriel Graham

EXHIBIT A

Scope of Services

CONSULTANT shall perform the following services:

Regional Coordination

1. Support the Executive Director, city staff, homeless system partners, and community partners to set program goals and metrics.
2. Strengthen existing key relationships and develop new relationships to prevent and combat homelessness in the COG market area.
3. Monitor program activities and outcomes.
4. Maintain a comprehensive up-to-date resource base for homeless services and referrals.
5. Prepare program report outlining key activities and outcomes for the funder (County).
6. Prepare invoices for reimbursement.
7. Maintain professional relationships with offices of local government, and city and county Departments.

Outreach

8. Work with city staff, public safety partners and homeless service providers to assist homeless people in response to requests received and while performing outreach duties.
9. Provide linkages to resources available for the homeless population. Provide referrals to any needed services including health, mental health, education, employment, vocational training. Serve as an advocate or liaison to other organizations when needed.
10. Represent COG at community meetings.
11. Participate in CES and Case Conferencing meetings.

General

12. Hire technical or administrative assistance as needed as a subcontractor to Consultant. Provide all clerical and secretarial assistance necessary to the scope of services, including but not limited to that required for agenda preparation, handling correspondence and the copying of documents.
13. Provide regular updates to the Executive Director, on a mutually agreed upon schedule.
14. Other duties as assigned by the Executive Director.

EXHIBIT B

Schedule of Payment

CONSULTANT shall provide a monthly Statement of Services to COG setting forth the hours spent by CONSULTANT performing services for COG and the amount due to CONSULTANT for services performed during the previous month. COG shall pay all undisputed amounts set forth in the Statement of Services within fifteen days after receipt of the Statement of Services.

STATEMENT OF WORK
Las Virgenes-Malibu Council of Government
REGIONAL HOMELESSNESS COORDINATION SERVICES

Section I. Overview

Las Virgenes-Malibu Council of Government (LVMCOG) will provide regional homeless coordination services to regionally support Las Virgenes-Malibu COG's cities in their goal to prevent and combat homelessness.

This Statement of Work (SOW) details how the LVMCOG will ensure that coordination and communication through LVMCOG, its member cities and other partnering public-private agencies will build stronger relationships and increase awareness of homelessness services to cities, service providers, faith based organizations and stakeholders as described below in Task 1 and 2. The total amount for this scope of work is \$81,528.

On September 4, 2018, the County of Los Angeles Board of Supervisors (Board) approved the allocation of funding for regional homelessness coordination services at Council of Government level for coordination between cities in the Los Angeles Continuum of Care.

LVMCOG member cities include Agoura Hills, Calabasas, Hidden Hills, Malibu and Westlake Village. The LVMCOG Governing Board is comprised of elected officials from each of the LVMCOG's member cities and serves as the primary governing body taking actions to support endeavors aimed at maximizing the quality of life and productivity of the region.

The maximum contract amount is not to exceed \$81,528.

Section II. Objective

The objective of the regional coordination of homeless services is to provide for better homelessness services coordination between the County, LVMCOG member cities, Regional Homeless Service Providers and others. The regional coordination will also support the County's Homeless Initiative strategies and programs to combat homelessness in the region, as directed by the LVMCOG Governing Board.

Section III. Tasks/Deliverables

Task 1: Coordination with Cities

The LVMCOG will hire a full time contractor who will provide regional service coordination and outreach services. Primary scope of duty will include, but not be limited to:

- A. Assist the COG Executive Director in convening meetings with the LVMCOG Homeless Working Group and provide periodic updates to the LVMCOG Technical Advisory Committee and Governing Board on homeless issues.

Target Outcome

- Meetings will be convened at least quarterly.
- Meetings will be measured by meeting minutes.

- B. Assist the COG Executive Director in hosting training; preparing and disseminating information; and, handling requests for information from the LVMCOG Governing Board, LVMCOG Technical Advisory Committee, County Homeless Initiative Team, homeless service providers and community members. This information will include, but not limited to, any updates sent by the County Homeless Initiative, Los Angeles Homeless Services Authority or local Coordinated Entry System providers.

LVMCOG will present information verbally as necessary to the Governing Board, Technical Advisory Committee and member cities regarding homelessness priorities, including rapid re-housing, permanent supportive housing, landlord incentives, rental subsidies, housing retention, additional shelters, and programs that preserve and promote affordable housing.

LVMCOG will provide annual trainings to select LVMCOG city staff including but not limited to law enforcement, first responders, parks and recreation, libraries, public safety, social services, and planning. Some of the training topics will include, but are not limited to, Coordinated Entry System, Outreach and Engagement, Housing Location, L.A HOP, Cultures of Homelessness, Mental Illness and Homelessness, Trauma Informed, Resources and 211.

- C. LVMCOG will obtain its member cities' input about County's Homeless Initiative strategies, programs and Measure H implementation and the County's approved strategies and share with the County.

Target Outcome

- City departments will have a greater understanding of the work being done in the COG and how to submit referrals into the Coordinated Entry System. Surveys will be administered at trainings. All partners (including community members, city council representatives, and other non-profit providers) in the community will have a greater understanding of the coordinated entry system. Provide at least four training presentations on topics of interest to cities.
- Trainings and meetings will be measured by sign in sheets and surveys.
- COG's recommendations on County's effort in addressing homelessness will be submitted annually.

- D. Assist the COG Executive Director in facilitating regional advocacy. Review key legislations related to homelessness, make recommendations and disseminate recommendations to member cities. Recommendations to other cities on homelessness legislation will be vetted through the County first.

Target Outcome

- Cities will have a greater understanding of the homeless related legislations.
- Legislative activities will be measured by policy white papers developed by the COG.

- E. With guidance from the COG Executive Director, plan and coordinate collaborative projects and activities related to the Homeless Programs.

Target Outcome

- Identify and maintain database of Service Planning Area stakeholders in homeless services and their policies on a quarterly basis.
- Update the Homeless Issues Guide to assist cities in assisting homeless individuals and addressing various community impacts related to homelessness on a quarterly basis.
- Development of the referral process into the Coordinated Entry System will be completed by June 2020
- Development of referral process to the COG Regional Coordination/Outreach contractor will be completed by June 2020
- B. Serve as liaison between LVMCOG, County, and the business and interfaith groups located in the five-member cities, as directed by the Governing Board.

F. **LVMCOG** will facilitate collaboration between Los Angeles County, COG Cities and Communities to work together to combat and prevent homelessness in the Las Virgenes-Malibu Region.

- LVMCOG will work with cities, non-profit service providers, other community organizations, congregations, and members of the public to ensure the effective coordination of homeless services within the continuum of care, consistent with policies adopted by the cities.
- LVMCOG will attend monthly local stakeholder coalition meetings to ensure there is effective collaboration across the entire region.

Target Outcomes

Collaboration among partners is increased based on the feedback gathered at quarterly partner meetings. This will be measured by two surveys during contract year with community leaders, cities, county department staff, LAHSA staff and faith-based leadership. Surveys will be administered in June 2020 and February 2021.

Task 2: Outreach

A. Contracted Regional Coordinator/Outreach Coordinator will work with city staff, public safety partners and homeless service providers to assist homeless people in response to requests received and while performing outreach duties.

- The Outreach Worker/Regional Coordinator will provide linkages to resources available for the homeless population. Provide referrals to any needed services including health, mental health, education, employment, vocational training. Serve as an advocate or liaison to other organizations when needed.
- The Outreach Worker/Regional Coordinator will represent the COG at community meetings.
- The Outreach Worker/Coordinator will participate in CES and Case Conferencing meetings.

Target Outcomes:

Outreach Worker/Regional Coordinator will:

- Serve at least 12 homeless clients per month.
- Attend at least 12 local and regional meetings during the contract term
- Participate in the monthly CES and Case Conferencing meetings

Deliverable: Quarterly Reports on Regional Coordination with Cities and Outreach Services

LVMCOG will provide quarterly reports on Task 1 and 2.

Total budget for the project is **\$81,528** over the contract term to be paid by the County of Los Angeles.

ANNUAL PROGRAM BUDGET				
PROGRAM STAFFING COSTS				
Position	FTE/12 Months	Rate	Hours/Year	Total
Regional Coordinator/Outreach Worker	1.0 FTE	\$30/hr	2080	\$78,000
STAFFING COST TOTAL				\$78,000
PROGRAM OPERATION EXPENSES				
Meeting Expenses				\$3,528
PROGRAM OPERATION EXPENSE TOTAL				\$3,528
PROGRAM BUDGET TOTAL				\$81,528

*Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment is not required for changes within line items and/or categories.

Agoura Hills 4,900,000

Calabasas 4,800,000

Hidden Hills 500,000

Malibu 7,400,000

Westlake Village 2,600,000

TOTAL 19,000,000

Ventura

Camarillo pop 67,000 with \$18,000,000 Sheriff's Budget

- Moorpark 36,000 pop \$7.1 million police services