



## **GOVERNING BOARD MEETING**

Tuesday, May 17, 2022, 8:30 AM

### **MEETING INFORMATION AND ACCOMMODATION**

This meeting will take place remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361) and Resolution 21-01, adopted by the Las Virgenes-Malibu Council of Governments Governing Board (COG Governing Board) on October 19, 2021.

To follow the provisions in AB 361 and ensure the safety of the COG Governing Board, staff and the public for the purpose of limiting the risk of COVID-19, in-person public participation at the meeting will not be allowed. To allow for public participation, the COG Governing Board will conduct its meeting through Zoom Video Communications. Members of the public can observe and participate in the meeting. To observe the meeting, download Zoom on any phone, tablet, or computer device and enter the following meeting link:

[https://us02web.zoom.us/j/87207946342?pwd=2eymrjt\\_M9W1AFRI0qthHcM\\_e\\_-WWI.1](https://us02web.zoom.us/j/87207946342?pwd=2eymrjt_M9W1AFRI0qthHcM_e_-WWI.1)

Meeting ID: 872 0794 6342 • Passcode: 200886

A public agenda packet is available on the COG's website [lvmcog.org](http://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](mailto:terry@lvmcog.org) no later than 12:00 p.m. on Monday, May 16, 2022. 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](mailto:terry@lvmcog.org).

### **AGENDA**

#### **1. CALL TO ORDER**

Governing Board Members:

Karen Farrer, Malibu, President  
Eniko Gold, Hidden Hills, Vice President  
Chris Anstead, Agoura Hills  
Kelly Honig, Westlake Village  
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. April 19, 2022 Draft Meeting Notes – Attachment (page 4-6)

B. May 2022 Financial Statement – Attachment (page 7-9)

Recommended Action: Approve Consent Calendar

**5. INFORMATION ITEMS**

A. Executive Director’s Report – Attachment (page 10-11)

B. Update on Campus Kilpartick – Veronica Pawlowski, Justice Deputy to Supervisor Kuehl, will provide an update.

C. Update from David Shapiro, SCAG Regional Council, Mayor Pro Tem, Calabasas

D. City Report on Covid: Agoura Hills, Calabasas, Hidden Hills, Malibu and Westlake Village

**6. 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 (page 13-15)

**7. ACTION ITEMS**

A. Homeless Administrative Assistant Contract – Attachment (page 16-28)

Recommended Action: Discuss the recommendation and take such action as deemed appropriate, and otherwise provide direction to staff.

B. Returning to In-Person/Hybrid Meetings – The Executive Director will present this item.

Recommended Action: Discuss and take such action as deemed appropriate, and otherwise provide direction to staff.

**8. GENERAL COMMENTS AND REQUEST FOR FUTURE AGENDA ITEM**

**9. FUTURE MEETING DATES**

- Technical Advisory Committee: June 1, 2022, 8:30 AM
- Governing Board: June 21, 2022, 8:30 AM

**10. ADJOURNMENT**

**Draft Meeting Notes  
Governing Board Meeting  
VIRTUAL MEETING - VARIOUS LOCATIONS  
April 19, 2022**

*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 Karen Farrer called the meeting to order at 8:32 AM.

Stuart Siegel reported that Hidden Hills City Council recently took action to appoint Eniko Gold as their representative to the Governing Board and named him as the alternate since he is not seeking reelection to the City Council at the end of the year.

Roll Call of Governing Board members present:

Karen Farrer, Malibu, President  
Eniko Gold, Hidden Hills, Vice President  
Chris Anstead, Agoura Hills  
Kelly Honig, Westlake Village  
Alicia Weintraub, Calabasas

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

Ray Pearl, Mayor Pro Tem, Westlake Village  
Stuart Siegel, Councilmember, Hidden Hills  
Denis Weber, Councilmember, Agoura Hills

2 – Approval of Agenda:

**ACTION:** Kelly Honig moved to approve the Agenda. Alicia Weintraub seconded. The Motion carried 5-0, by the following roll call vote:

**AYES:** President Farrer, Vice President Gold and Governing Board members, Anstead, Honig, and Weintraub.

**NOES:** None.

**ABSENT:** None.

3 – Public Comment Period: Chief Robert Luna, candidate for Los Angeles County Sheriff addressed the Governing Board.

4 – Consent Calendar: 4.A. Meeting Notes from March 15, 2021; 4.B. April 2022 Financial Statement; 4.C. Nomination of Dennis Washburn as the COG representative to the Metro San Fernando Valley Service Council.

**ACTION:** Alicia Weintraub moved to approve the Consent Calendar. President Farrer seconded. The Motion carried 5-0, by the following roll call vote:

**AYES:** President Farrer, Vice President Gold and Governing Board members, Anstead, Honig, and Weintraub.

**NOES:** None.

**ABSENT:** None.

5.A. – Executive Director’s Report: The Executive Director highlighted his report. No action was taken by the Governing Board.

5.B – Homeless Update: Pablo De Lara, Los Angeles Homeless Services Authority provided an update on homeless activities and stated the Homeless Count numbers have not been finalized. President Farrer thanked him for participating in the meeting. No action was taken by the Governing Board.

5.C – COVID Update: The city managers and Governing Board provided an update from their respective cities. No action was taken by the Governing Board.

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

6.B – Los Angeles County Fire Department: Megan Currier was present but had to leave the meeting prior to providing an update.

6.C – Cal Cities: Jeff Kiernan provided a legislative update.

6.D – Updates from Area Legislators and Agencies:

7.A – Update on Campus Kilpatrick, Los Angeles County Juvenile Rehabilitative Service Facility – Veronica Pawlowski, Justice Deputy to Supervisor Kuehl, Wende Julian, Executive Director, Probation Oversight Commission, Kent Mendoza from the Anti-Recidivism Coalition and Adam Bettino, Los Angeles County Probation Department provided comments pertaining to Campus Kilpatrick.

Public comment from the following individuals:

- Dina Livingston-Flannigan stated her opposition to the issue and commented on County workers trespassing on her property, which abuts Campus Kilpatrick.
- Colleen Mullally stated her concerns about Campus Kilpatrick.
- Wade Major stated his opposition to the issue.
- Violet (last name not given) also opposed the issue.

President Farrer thanked the presenters and the members of the public for their comments. It was noted that Supervisor Kuehl’s staff would be providing further updates. No further action was taken by the Governing Board.

7.B – Recommendations from the Los Angeles County Blue Ribbon Committee on Homelessness.

**ACTION:** President Farrer moved to approve the recommendation and send the letter to the Board of Supervisors. Kelly Honig seconded. The Motion carried 5-0, by the following roll call vote:

**AYES:** President Farrer, Vice President Gold and Governing Board members, Anstead, Honig and Weintraub.

**NOES:** None.

**ABSENT:** None.

7.C – Returning to In-Person Meetings: The Executive Director stated that the Las Virgenes Municipal Water District boardroom was no longer an option for the COG to hold hybrid meeting as the LVMWD Board of Directors held their meetings on the same day and time as the COG Governing Board meeting. Vice President Gold stated she supported holding hybrid meetings. It was agreed that he would explore other options and report back. No action was taken by the Governing Board.

7.D – Proposed County Ordinance Allowing Low-Impact Camping in Environmentally Sensitive Habitat Areas: President Farrer stated that the City of Malibu had gone on record opposing the proposed County ordinance that would allow low-impact camping in the Santa Monica Mountains as there are existing supervised state campgrounds in the Santa Monica Mountains and unsupervised camping would propose wildfire danger.

**ACTION:** President Farrer moved to send the letter to the Board of Supervisors opposing the County ordinance allowing low-impact camping in the Santa Monica Mountains. The motion was not seconded. Therefore, a vote was not taken.

Governing Board members voiced concern about voting on the matter without more information and also the need to get direction from their cities.

8. – Comments and Request for Future Agenda Items: There were no comments or requests for future agenda items.

9. – Future Meeting Dates: President Farrer noted the dates for the May 2022 Governing Board and Technical Advisory Committee meetings.

10. – Adjournment: President Farrer adjourned the meeting at 10:39 AM.

Respectfully submitted,

Terry Dipple  
Executive Director

*Agenda Item 4.B  
(Consent Calendar)*

**Financial Statement in Separate Email Attachment**







**Governing Board Agenda Report**

**DATE:** May 17, 2022  
**TO:** Governing Board and Alternates  
**FROM:** Terry Dipple, Executive Director  
**SUBJECT:** Executive Director's Report

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**OVERVIEW**

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

**Grant to Update the COG's Hazard Mitigation Plan** –The COG's grant application to Cal OES to update the COG's Hazard Mitigation Plan was submitted on April 8, 2022. The current HMP expires in August 2024. While it might seem early to start the process now, it has taken 18-24 months to do the previous updates and get them approved by Cal OES and FEMA. If we are approved for a grant, we will move forward with preparing a Request for Proposal to find a consultant to prepare the HMP.

**COG Homeless Working Group** – The COG's Homeless Working Group will be holding a follow-up meeting on May 16, 2022 with LAHSA and MET representatives to discuss issues related to homelessness. The Homeless Working Group will also receive an update from Gabriel Graham on his activities.

**COG Meeting Locations** – I toured the LA County DPW office space located next to Supervisor Kuehl's district office, in Calabasas. There is a large conference room that has the technical equipment to hold hybrid meetings. I will provide more details at the COG meeting.

**Quarterly Executive Directors Meeting with SCAG** – The Subregional executive directors held their quarterly meeting with Kome Ahise, Executive Director.

**COG Executive Directors Monthly Check-In with Metro CEO Stephanie Wiggins** – Regular monthly meeting with LA County COG executive directors and the CEO are proving to be very productive.

**COG Highway Working Group** – Following the February meeting of the COG's Highway Working Group, I have been holding individual meetings with all of the COG cities to discuss the next phase of Measure M funding and the additional \$12 million in Measure R funds that Supervisor Kuehl committed to allocating to the COG cities in 2022. The project list for the COG's 9<sup>th</sup> Year of Measure M funding will be presented to the TAC and

Governing Board in September 2022. Once approved by the COG, it will go to the Metro Board for approval in January 2023.

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

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



To: Las Virgenes-Malibu COG Governing Board & Executive Director  
Subject: SCAG Update May 2022  
From: Rachel Wagner, SCAG Regional Affairs Officer; [wagner@scag.ca.gov](mailto:wagner@scag.ca.gov)

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## **HIGHLIGHTS FROM THE GENERAL ASSEMBLY MEETING**

### **ACTION**

#### **GENERAL ASSEMBLY ELECTS 2022-23 BOARD OFFICERS**

The General Assembly today approved the nominations for the SCAG 2022-23 Board Officers as recommended by the Regional Council. Congratulations to Hon. Jan Harnik (Riverside County Transportation Commission) who will serve as the new SCAG President; Hon. Carmen Ramirez (County of Ventura) who will serve as First Vice President; and Hon. Art Brown (City of Buena Park) who will serve as Second Vice President. Leadership also took time to recognize Hon. Clint Lorimore (City of Eastvale) who served as President for 2021-22 and will continue as a board officer in the role of Immediate Past President.

### **ACTION**

#### **GENERAL ASSEMBLY APPROVES FISCAL YEAR 2022-23 BUDGET, MEMBERSHIP ASSESSMENT SCHEDULE**

The General Assembly adopted the General Fund Budget and Membership Assessment Schedule for Fiscal Year 2022-23. The General Fund is the designated financial resource for the operating budget of the Regional Council and supports SCAG activities that are not funded by, or are not allowable charges to, federal or state grant funds. The Fiscal Year 2022-23 General Fund budget is expected to be 20 percent less than the previous year.

### **ACTION**

#### **REGIONAL COUNCIL APPROVES RECOMMENDATIONS FOR 2022 SCHOLARSHIP AWARDS**

The Regional Council voted today to approve the Scholarship Committee recommendations for the 2022 SCAG Scholarship Program Awards. SCAG received 100 applications from students across the region. Ten outstanding high school and community college students were chosen for this year's program, representing all six counties in the SCAG region. The scholarship recipients include Karen Gonzalez (El Centro), Alex Paolucci (Rolling Hills Estates), Aghosasere Asemota (Sylmar/Los Angeles), Suraj Pai (Mission Viejo), Avery Ngo (Santa Ana), Alonda Munoz (Norco), Nicholas Lee (Rancho Cucamonga), Drashuna Pilcher (Rancho Cucamonga), Lucy Heine (Simi Valley) and Anushka Shah (Thousand Oaks). Apart from the SCAG-funded awards, the California Transportation Foundation agreed to fund two additional scholarships for 2022, which will be awarded to Arianna Venegas (Holtville) and Alex Yu (Harbor City/Los Angeles).

The SCAG Scholarship Program provides each awardee with a monetary scholarship of \$4,000. SCAG congratulates these future leaders in Southern California's planning and public service community! Learn more about the SCAG Scholarship Program at [scag.ca.gov/scholarship](https://scag.ca.gov/scholarship).

## **NEWS FROM THE PRESIDENT**

### **YEAR IN REVIEW: 2020-2021**

President Clint Lorimore closed out his term as SCAG President at the 2022 Regional Conference & General Assembly by sharing a report of SCAG's annual accomplishments for 2021-22. The [Year in Review: 2021-22](#) highlights SCAG's extensive work to identify and address the needs of the region and promote sustainability, prosperity and quality of life improvements for all Southern Californians.

President Lorimore's top priority was to find ways for leadership to work collaboratively to set the strategic direction for the agency. Over the last year, SCAG has had many successes and new developments this past year including the development of Connect SoCal 2024, the next Regional Transportation Plan, and the launch of the Regional Data Platform, a revolutionary system for collaborative data sharing and planning that provides modern tools and best practices to facilitate better planning for local jurisdictions.

Watch the [Year in Review video](#) or read the full [President's Report for 2021-22](#) for a look back at the year's accomplishments under the leadership of President Lorimore.

## **PRESIDENT LORIMORE ADVOCATES FOR THE SCAG REGION IN SACRAMENTO**

President Lorimore was pleased to join the Los Angeles Area Chamber of Commerce for its annual "ACCESS Sacramento" event on Wednesday, April 20 at the State Capitol. A delegation of business, civic, elected, educational and community leaders from Southern California came together to represent the greater Los Angeles region. The delegation met with state legislators to discuss various policy priorities relating to economic growth and job creation. While meeting with legislators, President Lorimore highlighted the Regional Council's Infill Infrastructure Grant budget request and lifted up the Chamber's legislative priorities.

## **NEWS FROM THE EXECUTIVE DIRECTOR**

### **STATE HOUSING FUNDS AWARDED TO 29 SCAG JURISDICTIONS**

The California Department of Housing and Community Development approved another 29 jurisdictions in the SCAG region for \$49.4 million in the second round of funding to support homelessness and affordable housing through the Permanent Local Housing Allocation (PLHA). This brings the total SCAG awards for PLHA's second round to \$121.9 million for 54 jurisdictions. SCAG has provided free PLHA technical assistance to SCAG jurisdictions since Fall 2021 and is gearing up for the next PLHA Formula Notice of Funding Availability, which will be published next month

The full [Executive Director's Report](#) and past reports will be available on the SCAG website.

## **UPCOMING MEETINGS**

### **May**

**17<sup>th</sup>** Legislative/Communications & Membership Committee

**19<sup>th</sup>** Technical Working Group

**19<sup>th</sup>** Sustainable & Resilient Communities and Natural & Farm Lands Conservation Working Groups  
(Joint Meeting)  
**24<sup>th</sup>** Transportation Conformity Working Group  
**25<sup>th</sup>** Modeling Task Force

**June**

**1<sup>st</sup>** Executive/Administration Committee  
**2<sup>nd</sup>** Regional Council & Policy Committees  
**16<sup>th</sup>** Equity Working Group  
**21<sup>st</sup>** Legislative/Communications and Membership Committee  
**23<sup>rd</sup>** Safe & Active Streets Working Group  
**28<sup>th</sup>** Transportation Conformity Working Group  
**29<sup>th</sup>** Regional Transit Technical Advisory Committee

**Governing Board Agenda Report**

**DATE:** May 17, 2022  
**TO:** Governing Board and Alternates  
**FROM:** Terry Dipple, Executive Director  
**SUBJECT:** Contract for Homeless-Related Administrative Support

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**OVERVIEW**

The purpose of this report is to provide the Governing Board with information related to the COG's proposed use of Los Angeles County Homeless Grant Funds to contract for homeless-related administrative support, which is permitted under the terms of the County Grant.

**RECOMMENDATION**

Approve the attached one-year contract with Jessica Flores to perform homeless-related administrative support in the amount of \$1,000 per month. The funding will come from the Los Angeles County Homeless Grant.

**BACKGROUND**

The most recent Los Angeles County Homeless Grant includes \$12,000 (\$1,000 per month) in the Innovations Funds Programs Budget for the COG to hire a consultant to provide homeless-related administrative support for the Executive Director.

I went through an exhaustive search to find an individual with the necessary experience and flexibility to provide me with the administrative support needed for preparing reports and invoices for the County. After interviewing Jessica Flores, it is my opinion that she has the necessary experience and qualifications to perform the work.

**Attachment:** Contract



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
JESSICA FLORES AND THE LAS VIRGENES-MALIBU  
COUNCIL OF GOVERNMENTS**

THIS AGREEMENT is made this \_\_\_\_ day of May, 2022, by and between Jessica Flores, a sole proprietor (hereinafter referred to as “Consultant”), and the Las Virgenes-Malibu Council of Governments, a joint powers authority organized and existing pursuant to the laws of the State of California (hereinafter referred to as “LVMCOG”). The Consultant and LVMCOG are sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS:**

The following recitals are a substantive part of this Agreement:

- A. LVMCOG received funding from the Los Angeles County Homeless Initiative (“County) to obtain assistance, including professional services for the LVMCOG Executive Director, for homeless-related reporting, invoicing and other homeless-related business of LVMCOG.
- B. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services for LVMCOG.

**AGREEMENT:**

**Section 1. Term of Agreement; Renewal**

- (a) This Agreement shall be for a one-year period which shall commence on the above-date and shall terminate at midnight on one year later, unless sooner terminated pursuant to Section 9 of this Agreement, or renewed pursuant to Subsection (b) of this Section. Upon termination of this Agreement, Consultant shall cease all work under this Agreement on or before the effective date of such termination.
- (b) This Agreement may be renewed for additional periods of one year by mutual agreement of the Parties. Any renewal must be approved by the Governing Board of LVMCOG (the LVMCOG Board”) and must be evidenced, in writing, by both Parties.

**Section 2. Scope of Work and Deliverables**

- (a) Consultant will perform the services set forth in Exhibit “A”, attached hereto and incorporated herein by reference, and other projects and tasks as may be assigned and agreed upon by the Parties (hereinafter collectively “Services”). Consultant shall support LVMCOG Executive Director in all homeless-related administrative duties, including but not limited to, preparing reports, meeting minutes and invoices.
- (b) In performance of Consultant’s Services under this Agreement, Consultant may take direction from LVMCOG Outreach Coordinator.
- (c) Consultant shall acquire and maintain at her sole cost and expense such vehicle(s), equipment and supplies as Consultant requires for her use to conduct and carry out the Services required by this Agreement, as set forth below. Consultant may perform the Services at her office or other locations of her own choosing, using computers and other equipment of her own choosing. However, LVMCOG is not responsible for making any such office space, equipment or supplies available to Consultant.

- (d) All Services shall be performed in accordance with generally accepted professional practices and principles and to LVMCOG and County satisfaction.

### **Section 3. Payment**

- (a) Consultant shall be paid monthly compensation in the amount of \$1,000 (one thousand dollars) and not to exceed \$12,000 (twelve thousand dollars) for the one-year term of this Agreement. The compensation paid to Consultant under this subsection (a) shall cover all Services performed by Consultant, and all expenses incurred by Consultant, in the performance of the Services under this Agreement, and there shall be no additional compensation paid to Consultant for any Services performed or expenses incurred unless pre-approved by the LVMCOG Board.
- (b) If this Agreement is renewed for any additional one-year terms, Consultant shall receive the same monthly compensation of \$1,000 for any such additional year, except for any increase in compensation that may be mutually agreed upon in writing by LVMCOG and Consultant at the time of any such renewal.
- (c) It shall be the responsibility of the Consultant to regularly advise LVMCOG of the progress and status of the tasks or projects encompassed within the Services. Consultant shall submit a monthly invoice no later than the 10<sup>th</sup> day of each month. The invoice shall be on Consultant's own invoice form, and shall contain a list of each project or task completed in the prior month; if incomplete, the status of a project or task; the start date and completion date for each project or task, and all supporting documentation, emailed [terry@lvmcog.org](mailto:terry@lvmcog.org) or mailed to the LVMCOG c/o Hidden Hills City Hall, 6165 Soring Valley Road, Hidden Hills, CA 91302, Attn: Terry Dipple, Executive Director. LVMCOG will process payment in accordance with LVMCOG's normal vendor procedures, and shall authorize payment for all uncontested invoice amounts within fifteen (15) days.
- (d) LVMCOG shall issue an IRS Form(s) 1099 to Consultant for payment(s) made by LVMCOG for Services performed by Consultant under this Agreement. LVMCOG shall not withhold any federal or state payroll and other taxes, or deductions of any kind, from each payment made to Consultant. Consultant is solely responsible for (and LVMCOG has no obligation with respect to) payment of all federal income taxes, state income taxes, FICA, and other taxes owed by Consultant, or which are claimed to be owed by Consultant, arising out of Consultant's performance of Services under this Agreement and her receipt of compensation for Services performed hereunder, or by any of Consultant's employees hired by Consultant to assist her in the performance of Services under this Agreement. Consultant shall be solely responsible for (and LVMCOG has no obligation with respect to) payment of all federal income taxes, state income taxes, FICA, and other taxes owed by any employee(s) or independent contractor(s) hired by Consultant. To the maximum extent permitted by law, and in addition to the provisions of Sections 11, 16 and 17, Consultant shall defend, indemnify and hold LVMCOG harmless from and against, and shall defend LVMCOG against all losses, damages, claims, costs, penalties, liabilities, and expenses with respect to any such taxes. All duties of Consultant under this subsection shall survive expiration and/or termination of this Agreement.

### **Section 4. Licenses**

Consultant shall obtain all licenses necessary and appropriate for the performance of the Services under this Agreement, including but not limited to, any necessary business licenses, and shall maintain said license(s) during the term of this Agreement.

#### **Section 5. Subcontracting**

Consultant shall not subcontract any work or services under this Agreement without the express written consent of the LVMCOG. It is mutually understood and acknowledged that LVMCOG is entering into this Agreement with Consultant in specific reliance on her professional qualifications.

#### **Section 6. Accounting Records**

Consultant shall maintain accounting records and other evidence pertaining to Services performed under this Agreement, which records and documents shall be kept available at the Consultant's California office during the term of this Agreement and thereafter for three years from the date of final payment.

#### **Section 7. Ownership of Data**

- (a) All final documents, reports, information, data, exhibits, images, files and media created or developed by Consultant pursuant to this Agreement ("Written Products") shall be and remain the property of LVMCOG without restriction or limitation upon its use, duplication or dissemination by LVMCOG. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of LVMCOG without restriction or limitation upon their use, duplication or dissemination by LVMCOG. Consultant shall not obtain or attempt to obtain copyright protection as to any Written Products.
- (b) Upon expiration of this Agreement, or in the event of termination of this Agreement pursuant to Section 9, all Written Products and all other models, computer files containing data generated for the services, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of LVMCOG and may be used, reused or otherwise disposed of by LVMCOG without permission of Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to LVMCOG upon reasonable written request by LVMCOG, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.
- (c) Upon expiration of this Agreement, or in the event of termination of this Agreement pursuant to Section 9, Consultant shall promptly and immediately (and in any event no later than the effective date of such expiration or termination) deliver to LVMCOG, all keys, security access codes, computers, supplies, materials, equipment, records and documents and writings of any kind whatsoever (including but expressly not limited to all Written Products), whether in computer form or hard copy, and whether in draft or final form), related to Consultant's services obtained or prepared by Consultant in the

performance of the Services under this Agreement, without additional cost or expense to LVMCOG.

#### **Section 8. Reduction in Services**

Notwithstanding any other provision of this Agreement, the LVMCOG may at its sole discretion reduce the scope of Services (and corresponding compensation) unilaterally, with or without cause, upon two (2) weeks written notice to Consultant. In such event, Consultant shall thereafter perform the Services, and shall be paid, in accordance with the scope of such reduced Services.

#### **Section 9. Termination**

- (a) Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party at any time, with or without cause, by LVMCOG upon five (5) days prior written notice to Consultant, or by Consultant upon thirty (30) days prior written notice to LVMCOG. Notice shall be deemed served if completed in compliance with Section 19. Following notice of termination, Consultant shall cease all work under this Agreement on or before the effective date of such termination.
- (b) In the event of termination of this Agreement by Consultant or LVMCOG, due to no fault or failure of performance by Consultant, Consultant shall be paid compensation for all services satisfactorily performed by Consultant through the effective date of termination, in an amount to be determined as follows: consultant shall submit a final invoice for all services performed up to and including the date of termination, in accordance with Section 3 of this Agreement. If this Agreement is terminated in the middle of a calendar month, Consultant will be paid a pro rata share of Consultant's monthly compensation. If this Agreement is terminated at the end of a calendar month, Consultant shall be paid the full monthly compensation of \$1,000.
- (c) Upon termination, all materials, documents and work product produced pursuant to this Agreement by or for Consultant and/or in Consultant's possession shall immediately be delivered to LVMCOG as the property of LVMCOG in accordance with Section 7.

#### **Section 10. Non-Solicitation Clause**

Consultant warrants that she has not employed or retained any company or persons, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, LVMCOG shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **Section 11. Indemnification**

- (a) To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless the LVMCOG, its officers, employees and agents against, and will hold and save 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 subdivisions or other organization arising out

of the negligent acts, errors or omissions, or intentional acts, errors or omissions of Consultant, its agents, employees, subcontractors or invitees, provided for herein. Consultant will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees and court costs incurred in connection herewith. Consultant will promptly pay any judgement rendered against LVMCOG, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event LVMCOG, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with any such negligent acts, errors or omissions or intentional acts, errors or omissions hereunder, Consultant agrees to pay LVMCOG, its officers, agents, or employees, any and all costs and expenses incurred by LVMCOG, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorney's fees.

## **Section 12. Insurance**

- (a) Without limiting Consultant's obligations arising under Section 11, Indemnification, Consultant shall procure and maintain at her sole cost and expense the following insurance, which shall be maintained throughout the term of this Agreement.
  - i. Automobile Liability Insurance for the vehicle used in performance of this Agreement with minimum coverage of \$50,000 for property damage and \$500,000 for injury to one person/single occurrence, and \$500,000 for injury to more than one person/single occurrence.
- (b) Deductible. Deductibility Limits for the policies referred to in subparagraph (a)(i) shall not exceed \$5,000 per occurrence.
- (c) Primary Insurance. The insurance required in subparagraph (a)(i) shall be primary and not excess coverage.
- (d) Notice of Cancellation. All insurance policies shall provide that the insurance coverage shall not be cancelled or modified by the insurance carrier without thirty (30) days prior written notice to LVMCOG, or ten (10) days notice if cancellation is due to nonpayment of premium. Additionally, Consultant shall provide immediate notice to the LVMCOG if Consultant receives a cancellation or policy revision notice from the insurer.
- (e) Evidence of Insurance. At all times during the term of this Agreement, Consultant shall furnish LVMCOG with both a copy of each entire policy and a certificate of insurance and endorsement showing that the aforesaid policies are in effect in the required amounts, issued by an insurer authorized to do business in California. Failure on the part of Consultant to procure or maintain said insurance in full force and effect during the term of this Agreement shall constitute a material breach of this Agreement. Consultant agrees that she will not cancel or reduce any insurance coverage required herein. Consultant further agrees that if she does not keep the aforesaid insurance in full force and effect, LVMCOG may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, LVMCOG may take out the necessary insurance and pay, at Consultant's expense, the premium thereon, or terminate this Agreement.

### **Section 13. Enforcement of Agreement**

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

### **Section 14. Fair Employment Practices and Equal Opportunity Acts**

In performance of this Agreement, Consultant shall comply with all applicable provisions of the California Fair Employment & Housing Act (California Government Code sec 12900, et seq.), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. sec. 2000e, et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. sec. 12101, et seq.).

### **Section 15. Conflicts of Interest**

- (a) No member of the governing body of LVMCOG and no other officer, employee, or agent of LVMCOG, shall have any personal financial interest, direct or indirect, in this Agreement.
- (b) Consultant agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by LVMCOG or the County on any matter in connection with which Consultant has been retained pursuant to this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

### **Section 16. Independent Contractor**

- (a) In the performance of this Agreement and all services hereunder, Consultant is and shall at all times remain, as to the LVMCOG, a wholly independent contractor. Neither the LVMCOG nor any of its officials, employees, agents or subcontractors shall have control over, or the right to control, the conduct of Consultant or any of Consultant's employees, agents, or subcontractors, or the performance of the Services herein, except as set forth in subsection (b) of this Section 16. Consultant is free to dispose of all portions of her time and activities which she is not obligated to devote to the LVMCOG, in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement.
- (b) Consultant has the exclusive right to control and direct her own activities, including but not limited to, the exclusive right to control and direct the manner, method and means by which the Services are performed under this Agreement. Neither LVMCOG nor any of its employees, agents or subcontractors shall have the right to control or actual control over the conduct of Consultant, except as herein set forth with respect to the results required by this Agreement. Consultant shall not, at any time, or in any manner, represent that she is in any manner an agent or employee of LVMCOG, or that any of her employees, agents, servants, or subcontractors, are in any manner employees, agents or servants of LVMCOG. Subject to Consultant's obligations to provide the Services set forth in Exhibit "A", attached hereto, and in accordance with the requirements set forth in this Agreement and Exhibit "B", attached hereto,

Consultant has the sole right and obligations to supervise, manage, operate, control and direct the performance of all services required by this Agreement.

- (c) Consultant shall not wear any uniform or carry any identification or business cards that identify her as an employee of LVMCOG. Any such uniforms, identification or business cards shall identify Consultant as an independent contractor, in a form subject to the written approval of the LVMCOG Executive Director and LVMCOG representative. None of Consultant's employees, agents, servants and subcontractors shall wear any uniform, or carry any identification or business cards, that identify any of them as employees of LVMCOG; and any of their uniforms, identifications or business cards shall identify them as employees, agents, servants or subcontractors of Consultant.
- (d) As an independent contractor, Consultant is not an employee of LVMCOG or the County and is not a member of the personnel systems of LVMCOG or the County. As such, Consultant shall not have any rights or benefits of an employee under (i) any personnel, employment or other ordinances, codes, regulations, resolutions, policies or rules of LVMCOG or the County relating to employees, or (ii) any memorandum of understanding or contract between the County and any of its bargaining units.
- (e) In consideration for the compensation paid to Consultant by LVMCOG for her performance of the Services set forth in Exhibit "A", Consultant agrees that LVMCOG shall not be liable or responsible for any employment or personnel benefits, including but expressly not limited to, workers' compensation, disability, retirement, pension, life insurance, unemployment, health or any other benefits for Consultant or for any of Consultant's officers, employees, agents or subcontractors. Consultant shall also have no power to incur any debt, obligations, or liability on behalf of the LVMCOG or otherwise act on behalf of the LVMCOG as an agent or employee.
- (f) LVMCOG shall also not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, pension or retirement benefit, other benefit of any kind, injury, illness claims, or any other claims made against Consultant and/or LVMCOG by any person, arising from or related to Consultant's performance of the Services of this Agreement. LVMCOG shall not withhold any federal or state payroll and other taxes, or deductions of any kind, from each payment made to Consultant for any work performed by Consultant for LVMCOG under this Agreement.
- (g) All duties of Consultant under this Section 16 shall survive expiration and/or termination of this Agreement.

### **Section 17. Workers' Compensation**

Consultant shall fully comply with the workers' compensation law regarding Consultant and its employees. To the maximum extent permitted by law, Consultant shall defend, indemnify and hold the LVMCOG harmless from any failure of Consultant to comply with applicable workers' compensation laws. The LVMCOG shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the LVMCOG from Consultant as a result of its failure to promptly pay to the LVMCOG any reimbursement or indemnification arising under this Section. If the Consultant has not employees for the purpose of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B." All duties of Consultant under this Section 17 shall survive expiration and/or termination of this Agreement.

**Section 18. Other Consulting Work**

LVMCOG acknowledges that Consultant may be engaged in consulting work for other clients on issues similar to those on which Consultant is working with LVMCOG, or may be employed by another and agrees that as such other activities arise they should be reviewed with LVMCOG to determine that they do not create any conflict of interest with the services provided to LVMCOG hereunder.

**Section 19. Notices**

- (a) All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.
- (b) Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address, as follows:

To the Las Virgenes-Malibu Council of Governments: Hidden Hills City Hall  
6165 Spring Valley Road  
Hidden Hills, CA 91302  
Attn: Terry Dipple,  
Executive Director

To Consultant: Jessica Flores  
645 S. Prospect Avenue  
Redondo Beach, CA 90277

**Section 20. Modification**

This Agreement may be modified only by subsequent mutual written agreement approved by LVMCOG Board and executed by LVMCOG and Consultant.

**Section 21. Waiver**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant of this Agreement. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

**Section 22. Assignability**

Consultant shall not assign or transfer interest in this contract without the prior written consent of the LVMCOG. Any such purported assignment without written consent shall be null and void, and Consultant shall defend, indemnify and hold harmless LVMCOG and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.



### **Section 23. Entire Agreement and Integration**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services provided by Consultant to LVMCOG and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless in writing and signed by both LVMCOG and Consultant. Each of the Parties further represents that 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 Agreement or with regard to her/its rights or asserted rights with respect thereto.

### **Section 24. Governing Law**

Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.

### **Section 25. Jurisdiction and Venue**

In the event of litigation between the Parties, venue in state courts shall lie exclusively in the County of Los Angeles; and venue in federal district courts shall lie exclusively with the Central District Court of California.

### **Section 26. Authority to Execute**

Each of the persons executing this Agreement on behalf of the Parties warrants that he/she/it is duly authorized to execute this Agreement.

### **Section 27. Headings and Titles**

The headings, subheadings and numbering of the different paragraphs of this Agreement are inserted for convenience and for reference only and shall not be considered for any purpose in construing this Agreement.

### **Section 28. Construction**

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

### **Section 29. Severability**

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall be severable and enforceable.

**Section 30. Execution and Effective Date**

These Parties have executed this Agreement on the day and year shown above.

**Section 31. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument, provided, however, that such counterparts shall have been delivered to both Parties to this Agreement.

LAS VIRGENES-MALIBU COUNCIL OF  
GOVERNMENTS, a joint powers authority

JESSICA FLORES, a sole proprietor

By: \_\_\_\_\_  
Karen Farrer, President

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Terry Dipple, Executive Director

## **EXHIBIT A**

### **CONSULTANT'S SCOPE OF WORK**

Consultant will provide homeless-related administrative services support to the Executive Director of the Las Virgenes-Malibu Council of Governments, which shall include but not be limited to, the following:

- Monitor LVMCOG homeless-related activities
- Maintain files of LVMCOG Homeless Outreach Coordinator's Weekly Reports and meeting attendance
- On behalf of LVMCOG, prepare Los Angeles County invoices and reports for review by LVMCOG Executive Director. Upon approval by the Executive Director, the invoices and reports shall be submitted to Los Angeles County.
- Prepare meeting notes for LVMCOG Homeless Working Group
- Assist the Executive Director with other homeless-related administrative projects

**EXHIBIT B**

**Certificate of Exemption from Workers' Compensation Insurance**

**TO: Las Virgenes-Malibu Council of Governments**

**SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees**

1. This memorandum notifies the Las Virgenes-Malibu Council of Governments that I am a [check applicable box]:
  - sole proprietor
  - limited partnership
  - general partnership
  - closely held corporation
2. I am aware of the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.
3. I affirm that at all times in performing the work for which this Certificate is provided I will not employ any person in any manner so that I become subject to the Workers' Compensation Laws of California.
4. I also understand that if while performing the wervices for which this Certificate is provided I employ someone so that I become subject to the Worker's Compensation Laws of California, the claim of exemption executed under this form will no longer be valid. I also understand that as soon as I employ anyone subject to the California Workers' Compensation Laws, I must obtain a Certificate of Workers' Compensation Insurance, submit that certificate to the Las Virgenes-Malibu Council of Governments within ninety (90) days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law. I further understand that failure to comply with the requirement to provide workers' compensation coverage for any employees is grounds for termination of my consulting agreement with the Las Virgenes-Malibu Council of Governments.

I declare under penalty of perjury under the laws of the State of California that the information and statements contained in the foregoing exemption form are true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_, California.

Consultant's Name: \_\_\_\_\_

Consultant's Signature: \_\_\_\_\_