



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

Tuesday, June 20, 2023, 8:30 AM

MEETING INFORMATION AND ACCOMMODATION

NOTE: The Governing Board of the Las Virgenes-Malibu Council of Governments will be participating in this meeting at the teleconference locations noted below via remote video conferencing (Zoom). There will be no in-person meeting location. Members of the public have the opportunity to participate electronically via Zoom.

Remote Participation Zoom Link:

<https://us02web.zoom.us/j/85623689956?pwd=RUJkbVU4ZWxldEhoVmdEd1ZaN0NCUT09>

Meeting ID: 856 2368 9956 • Passcode: 000793

TELECONFERENCE LOCATIONS

- XXXXXXXXXXXXXXXXXXXXXXXX Agoura Hills, CA 91301
- XXXXXXXXXXXXXXXXXXXXXXXX Calabasas, CA 91302
- XXXXXXXXXXXXXXXXXXXXXXXX Hidden Hills, CA 91302
- XXXXXXXXXXXXXXXXXXXXXXXX Malibu, CA 90265
- XXXXXXXXXXXXXXXXXXXXXXXX Malibu, CA 90265
- XXXXXXXXXXXXXXXXXXXXXXXX Westlake Village, CA 91362
- XXXXXXXXXXXXXXXXXXXXXXXX Westlake Village, CA 91361

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, June 19, 2023. 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 Roll Call:

Eniko Gold, Hidden Hills, President
Alicia Weintraub, Calabasas, Vice President
Paul Grisanti, Malibu
Kelly Honig, Westlake Village
Penny Sylvester, Agoura Hills

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. May 16, 2023 Draft Minutes – Attachment (page 4-6)
- B. June 2023 Financial Statement – Attachment (page 7-9)
- C. Appointment to Metro Technical Advisory Committee – Attachment (page 10)

Recommended Action: Approve Consent Calendar

5. **INFORMATION ITEMS**

- A. Executive Director’s Report – Attachment (page 11-12)

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 (page 13-19)
- D. Updates from Legislative Staff and Agency Partners (page 20-23)

7. **ACTION ITEMS**

- A. COG Annual 2023-2024 Budget – Attachment (page 24-30)
- B. Letter of Opposition to Depopulate the Los Angeles County Jail – Attachment (page 31-34)
- C. Gabriel Graham Contract Extension – Attachment (page 35-37)

- D. COG – Metro Memorandum of Understanding for Board Deputy and Contract between the COG and Vivian Rescalvo, Metro Board Deputy to Ara Najarian – Attachment (page 38-55)
- E. Letter of Opposition to SB 423 (Weiner) – Attachment (page 56-58)
- F. Request to Cosign Letter Requesting \$50 million in FY 2023/24 State Budget for Metropolitan Water District Needed Water Projects – Attachment (page 59-62)

8. GENERAL COMMENTS AND REQUEST FOR FUTURE AGENDA ITEM

9. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR

Government Code Section 54957.6

Agency Negotiator: Council of Governments President

Unrepresented Employee: Executive Director

Public Employee Annual Performance Evaluation Gov. Code §54957

Title: Executive Director

10. FUTURE MEETING DATES

- Technical Advisory Committee: July 5, 2023, 8:30 AM
- Governing Board: July 18, 2023, 8:30 AM

11. ADJOURNMENT

**Draft Minutes
Governing Board Meeting
VIRTUAL MEETING - VARIOUS LOCATIONS
May 16, 2023**

The Governing Board conducted the meeting, via Zoom, and in accordance

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

Roll Call of Governing Board members/alternates present:

Eniko Gold, Hidden Hills, President
Alicia Weintraub, Vice President, Calabasas
Paul Grisanti, Malibu
Ray Pearl, Westlake Village
Penny Sylvester, Agoura Hills

The following non-voting Governing Board Alternate members participated in the meeting:

Doug Stewart, Malibu
Jeremy Wolf, Agoura Hills

2 – Approval of Agenda:

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

AYES: President Gold and Governing Board members, Grisanti, Pearl, Sylvester and Weintraub.

NOES: None.

3 – Public Comment Period: The Executive Director stated that he had not received any electronic public comments and no one participating in the meeting offered public comments.

4 – Consent Calendar: A) April 18, 2023 Draft Minutes and May 2023 Financial Report. The Executive Director noted two minor changes to the Draft Minutes that were corrected to reflect Penny Sylvester did not vote on Item #2. Jeremy Wolf did vote on the item. Penny Sylvester stated that she watched the April 18, 2023 meeting video.

ACTION: With the correction noted, Penny Sylvester moved to approve the Consent Calendar. Alicia Weintraub seconded. The Motion carried 5-0, by the following roll call vote:

AYES: President Gold and Governing Board members, Grisanti, Pearl, Sylvester and Weintraub.

NOES: None.

5.A – Sheriff Robert Luna – The Executive Director stated that he was notified that Sheriff Luna had a scheduling conflict and was unable to participate in the meeting. It was agreed that he would attempt to reschedule with the Sheriff.

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

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

6.B – Los Angeles County Fire Department: Chief Smith and Megan Currier provided the updates from County Fire.

6.C – Cal Cities: Jeff Kiernan, provided an update from the League of Cities.

6.D – Updates from Area Legislators and Agencies: Nancy Frawley provided an update from Assemblymember Irwin, Davis Han provided an update from Senator Allen and Barri Worth Girvan provided an update from Supervisor Horvath’s office. President Gold noted SCAG’s update was included in the agenda.

7.A – Award Contract to Update the COG’s Hazard Mitigation Plan: The Executive Director stated that two proposals were received and the COG’s HMP Working Group reviewed the proposals and is unanimously recommending MLC & Associates. He also noted the fee was less than the COG estimate.

ACTION: Penny Sylvester moved to authorize the President to sign a contract with MLC & Associates to update the COG’s HMP for an amount not to exceed \$78,000. Alicia Weintraub seconded. The Motion carried 5-0, by the following roll call vote:

AYES: President Gold and Governing Board members, Grisanti, Pearl, Sylvester and Weintraub.

NOES: None.

7.B – Letter of Opposition to Involuntarily Rotating Deputies to Other Stations Every 5 Years: President Gold stated this item was continued from the April 18, 2023 meeting. She stated that Hidden Hills had sent a letter opposing the involuntary rotation. Alicia Weintraub and Paul Grisanti stated their respective cities also sent letters opposing the involuntary rotation. Penny Sylvester stated that Agoura Hills had not yet taken a position and she would be abstaining from the vote.

ACTION: Paul Grisanti moved to send the Letter of Opposition to Involuntarily Rotating Sheriff’s Deputies to Other Stations Every 5 Years. Alicia Weintraub seconded. The Motion carried 4-0-1, by the following roll call vote:

AYES: President Gold and Governing Board members, Grisanti, Pearl, and Weintraub.

NOES: None.

ABSTAIN: Governing Board member Sylvester.

8. – Comments and Request for Future Agenda Items: President Gold asked if any of the city managers wanted to provide an update from their city. The city managers provided updated from their respective cities. There were no other comments or requests for future agenda items and no action was taken by the Governing Board.

9. – Future Meeting Dates: President Gold noted the TAC and Governing Board meeting dates for June 2023.

11. – Adjournment: President Gold adjourned the meeting at 9:18 AM.

Respectfully submitted,

Terry Dipple
Executive Director

***Agenda Item 4.B
(Consent Calendar)***

COG FINANCIALS TO BE ADDED HERE AND THE NEXT PAGE

Governing Board Agenda Report

DATE: June 20, 2023
TO: Governing Board and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: COG Appointment to Metro Technical Advisory Committee

OVERVIEW

The purpose of this report is to provide the Governing Board with information regarding the Board of Supervisors' Motion to "Depopulate Los Angeles County Jails."

RECOMMENDATION

That the Governing Board appoint Tatiana Holden, Assistant Public Works Director, Calabasas as the new representative to the Metro Technical Advisory Committee and notify the LA Division of the appointment so it can forward the appointment to Metro.

BACKGROUND

The Metro TAC provides technical assistance to Metro by reviewing and evaluating the various transportation proposals and alternatives within LA County. The Metro TAC meets monthly at Metro Headquarters. Although it held remote meetings during the pandemic, it has returned to in-person meetings. Historically, it has always been difficult to find a representative from the COG cities to serve on the Metro TAC because the roundtrip commute and the meeting end up taking most of the day.

In March 2019, the COG appointed Rob DuBoux, Public Works Director/City Engineer, City of Malibu Metro, to the Metro Technical Advisory Committee. Elizabeth Shavelson, Assistant to the City Manager, City of Malibu, was the Alternate. Last year, Elizabeth Shavelson left the City of Malibu and was not replaced as the Alternate. Recently, Rob DuBoux informed me that he is unable to continue to serve as the COG representative to the Metro TAC due to his workload.

I check with the representatives to the COG's Highway Working Group (HWG) to see if anyone was interested. Tatiana Holden, Assistant Public Works Director, Calabasas indicated she would serve. No other members of the HWG expressed an interest in being the representative or alternate.

Governing Board Agenda Report

DATE: June 20, 2023
TO: Governing Board and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: Executive Director's Project Update

OVERVIEW

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

Hazard Mitigation Plan – The COG's HMP Working Group held the kick-off meeting on June 1st with all city representatives participating. The consultant followed with each city to begin the information gathering effort. The consultant will be setting up a follow up meeting to discuss potential new projects that may be included in the updated HMP. I will arrange to have the consultant present the draft HMP at the November COG meeting. It is anticipated the draft HMP update will be submitted to Cal OES by the end of the year. Thereafter, the consultant will review any comments from Cal OES with the HMP Working Group, make any revisions, as needed. The final HMP will then be resubmitted to Cal OES, who will review and forward to FEMA for final approval. I will continue to provide updates to the Governing Board and TAC as the process moves forward.

Maria Loya v. City of Santa Monica – On June 27th the State Supreme Court will hear oral arguments on the by-district v. at-large election case brought forward by the City of Santa Monica. Councilmember James Bozajian, Calabasas will be listening to the arguments and is encouraging others to do so as well. He will be writing a summary of the oral arguments for Cal Cities in addition to providing further commentary. It is expected that the Supreme Court will render its decision within 90 days of the arguments. James was recently elected to the Cal Cities Board of Directors!

Regional Smart Cities Fiber Network – The RFP was released and posted on PlanetBids on June 8, 2023. Proposals are due June 30. I expect to have a recommendation to award a contract to the successful bidder at the July 18, 2023 COG meeting. Depending on who we select to prepare the design engineering; it could take 3-4 months to complete. Once we have the design engineering, we will go back to Metro for approval of the remaining funds for Phase One.

Cal Cities Legislative Webinar – On June 6th I participated in the League of California Cities' legislative webinar on major bills and budget. Cal Cities' lobbyists provided detailed information on key bills pending in the Legislature, including measures related to local

land-use authority and housing, homelessness, environmental quality, public safety, transportation, governance, and the state budget.

Governing Board Voting – Following the May 10th Calabasas and Westlake Village City Councils approving the proposal to allow their respective Governing Board representatives to vote without first seeking city approval, I held a meeting with Malibu Governing Board member Paul Grisanti and City Manager, Steve McClary to discuss this issue and how to proceed.

Grant Needs Assessment – California Consulting completed the initial grant assessment that includes 12 grants with a focus on stormwater, planning and project grants. I held a follow-up meeting with Dave Pedersen and his staff to review the grants. I have another meeting set with California Consulting and will update the Governing Board following that meeting.

Homeless Grant Contract and Statement of Work – I have completed the negotiations with the County for the 23-24 homeless grant contract. I planned to have the County/COG Grant Contract on the June agenda but it has not been finalized by the County. The Draft SOW contains an 8% cost of living increase for Gabriel as well as reserving an additional bed at The People Concern for unhoused individuals that TPC is working with in Malibu.

TO: LAS VIRGENES MALIBU COG GOVERNING BOARD
FR: JEFF KIERNAN, LEAGUE OF CALIFORNIA CITIES
RE: CAL CITIES UPDATE FOR 6/20/2023 MEETING (as prepared June 12)

UPCOMING CAL CITIES AND LA COUNTY DIVISION EVENTS

August 3 from 6 - 8:30 PM: Los Angeles County Division's Installation Ceremony & Dinner (Hotel Maya, Long Beach). Rolling Hills Council Member Bea Dieringer will be sworn in as the President of the Los Angeles County Division along with the rest of the executive committee of the Division's Board of Directors.

September 20-22: Annual Conference and Expo (Sacramento) – Registration now open! Register before July 26 for a special early bird rate. Please book soon, hotels near the convention center are already selling out.

ADVOCACY UPDATE

Below is a list of bills that Cal Cities is watching and working (note that this report was created before the June 2 deadline for all bills to cross over to the second house). After June 2, legislators will be busy crafting the main State Budget bill, which must be passed by June 15, but budget trailer bills – those bills which implement state spending – have no such deadline.

The LAO and others have expressed concern that the slowing of the economy and a possible recession could further expand the expected budget deficit which is currently estimated at ~\$31.5 billion.

The Governor's 2023-24 May Revision upholds funding for homelessness programs committed in last year's budget. However, it does not include any new, ongoing funding for cities to increase the supply of affordable housing and reduce homelessness. Cal Cities is calling on lawmakers to find a permanent home in the budget for \$3 billion in ongoing funding to prevent and reduce homelessness and boost affordable housing. Call your Assembly Member and Senator TODAY and urge them to support \$3 billion in ongoing funding to cities for homelessness and housing! Details on Cal Cities effort to seek appropriate funding to housing and homelessness can be found [HERE](#).

Division Board Creates Subcommittee to Respond to LA County Board of Supervisors Motion to Depopulate and Decarcerate County Jails. The new working group will draft a set of principles and recommendations as a response to Supervisor Solis's intent to gather input from all stakeholders to address jail overcrowding and obligations to meet federal consent decrees.

Community Services

Support [SB 43 \(Eggman\)](#) Behavioral Health.

Would update California's 1967 conservatorship law by expanding the definition of "gravely disabled" to include conditions that result in a substantial risk of serious harm to an individual's physical or mental health.

Location: Assembly Health

Support [SB 363 \(Eggman\)](#) Facilities for Inpatient and Residential Mental Health and Substance Use Disorder: Database.

Would establish a real-time, internet-based dashboard to collect, aggregate, and display information about available beds in psychiatric and substance use facilities.

Location: Assembly Health

Governance, Transparency and Labor Relations

Oppose [SB 251 \(Newman\)](#) Political Reform Act of 1974: elected officers: conflicts of interest, as amended 3/8/23. Prohibits an elected officer from employment by any other elected officer with the same constituency, except if the elected officer first began their employment by the other elected officer with the same constituency on or before December 31, 2023. The bill would not apply to statewide elected officers.

Location: 2-year bill. Failed in Senate Elections and Constitutional Amendments, reconsideration granted.

Support/Sponsor [SB 329 \(Dodd\)](#) Cities: City Council Members: Compensation.

Would allow general law cities to increase the council member salaries to reflect inflation.

Location: Assembly Floor

Support if Amended [SB 411 \(Portantino\)](#) Open meetings: teleconferences: neighborhood councils, as amended 4/24/23. Currently limits teleconference capability to Neighborhood Councils in the City of Los Angeles and should be amended back to its introduced language allowing appointed bodies to teleconference meetings without having to notice and make publicly accessible each teleconference location.

Location: Assembly Local Government

Oppose [AB 504 \(Reyes\)](#) State And Local Public Employees: Labor Relations: Disputes.

Would make sympathy striking a human right. It would also allow local public employees to refuse to enter property that is the site of a primary labor dispute, perform work for an employer involved in a primary labor dispute, or go through or work behind a primary picket line.

Location: Senate Rules

Support if Amended [SB 537 \(Becker\)](#) Open Meetings: multijurisdictional, cross-county agencies: teleconferences, as amended 4/24/23. Currently limits members of multijurisdictional bodies to participate remotely only if the meeting location is more than 40 miles (one-way) from their home, among other limitations. The bill should be amended back to its original language to allow appointed bodies of a multijurisdictional agency to teleconference meetings without having to notice and make publicly accessible each teleconference location.

Location: Assembly Desk

Support [AB 557 \(Hart\)](#) Open Meetings: local agencies: teleconferences.

Eliminates the January 1, 2024, sunset on the provisions of the Brown Act that provided additional flexibility for local agencies looking to meet remotely during an emergency while still maintaining public access and transparency under AB 361 (R. Rivas, 2021). The bill would also extend the renewal period for resolutions declaring the use of AB 361 to 45 days (up from 30 days). By doing so AB 557 would provide accommodation for those agencies regularly meeting on a fixed date every month.

Location: Senate Gov & Finance, hearing scheduled for June 7

Oppose Unless Amended [AB 764 \(Bryan\)](#) Local Redistricting.

Would update the procedures local agencies must follow when adjusting the boundaries of the districts used to elect members of their governing bodies and establishes a procedure for legal challenges when a local jurisdiction does not comply with redistricting requirements.

Location: Double referred to the Senate Elections and Constitutional Amendments & Gov & Finance committees

Support [AB 817 \(Pacheco\)](#) Local government: open meetings, as amended

3/16/23. Provides a narrow exemption under the Ralph M. Brown Act for non-decision-making legislative bodies currently governed by Act, such as advisory bodies and commissions, to participate in two-way virtual teleconferencing without posting physical location of members.

Location: 2-year bill

Support [AB 1379 \(Papan\)](#) Open Meetings: local agencies: teleconference, as amended

3/23/23. Requires a legislative body electing to use teleconferencing to post agendas at a singular designated physical meeting location rather than at all teleconference locations. Allows quorum to be established by remote participation, at the designated physical location, or at both the designated physical meeting location and remotely. Also requires the legislative body to have at least 2 meetings per year in which the legislative body's members are in person at a singular designated physical meeting location.

Location: 2-year bill

Oppose [AB 1484 \(Zbur\)](#) Temporary public employees, as amended 5/18/23.

Requires inclusion of temporary employees in the same bargaining unit as permanent employees and that the wages, hours, plus terms of condition of employment for both temporary and permanent employees must be bargained together in a single memorandum of understanding.

Location: Assembly third reading

Revenue and Taxation

Oppose [SB 584 \(Limón\)](#) Laborforce housing: Short-Term Rental Tax Law.

Would impose a statewide 15 percent tax on the occupancy of short-term rentals. Proceeds of the tax would be used to provide grants for the creation of "laborforce housing."

Location: Assembly Desk

Concerns [SB 588 \(Allen\)](#) Property taxation: welfare exemption: lower income households: cap.

Would eliminate the property tax welfare exemption cap of \$20 million for non-profit developers utilizing private funding, as long as 90 percent of the units are made continuously available to or are occupied by lower income households at a rent that does not exceed the rent for lower income households.

Location: Assembly Rev & Tax

Support/Sponsor [AB 972 \(Maienschein\)](#) Local Assistance and Grant Program Streamlining Workgroup.

Would coordinate, align, and streamline local government assistance resources by convening a statewide, cross-agency Local Assistance and Grant Program Streamlining Workgroup no later than January 2025.

Location: Senate Gov & Finance

Housing

Oppose Unless Amended [AB 309 \(Lee\)](#) Social Housing Act 2023

Would create the California Housing authority with a mission to produce and acquire social housing developments for the purpose of eliminating the gap between housing production and regional housing needs assessment targets and to preserve affordable housing.

Location: Senate Housing

Oppose Unless Amended [AB 1490 \(Lee\)](#) Affordable Housing Development Projects: Adaptive Reuse.

Would make 100 percent affordable housing projects that adaptively reuse existing residential buildings an allowable use, regardless of any inconsistencies between the project and any local plans, zoning, or regulations, and limits local governments from imposing maximum density or floor area ratio requirements, and any requirement to add additional parking or open space.

Location: Senate Housing, hearing on 6/20

Support [AB 1657 \(Wicks\)](#) Affordable Housing Bond Act of 2024.

Would authorize the Affordable Housing Bond Act of 2024 to place a \$10 billion housing bond on the March 5, 2024 primary ballot to fund production of affordable housing and supportive housing.

- \$5.25 billion to the Multifamily Housing Program (MHP).
- \$1.75 billion to supportive housing.
- \$1.5 billion for programs to preserve or rehabilitate existing subsidized or unsubsidized rental housing.
- \$1 billion to the CalHOME Program and the My Home down payment assistance program.
- \$500 million to the Joe Serna, Jr. Farmworker Housing Program.

Oppose [SB 423 \(Wiener\)](#) Land use: streamlined housing approvals: multifamily housing developments, as amended 5/18/23. Expands [SB 35](#) (Chapter 366, Statutes of 2017) provisions and eliminates the January 1, 2026 sunset date, permanently requiring cities

to ministerially approve certain housing projects without public input or environmental review.

Location: Senate third reading

Support if Amended [SB 4 \(Wiener\)](#) Housing Development: Higher Education Institutions and Religious Institutions.

Would require that a housing development project be a use by right on land owned by an independent institution of higher education religious institution if the development satisfies specified criteria.

Public Safety

Support [AB 33 \(Bains\)](#) Fentanyl Addiction and Overdose Prevention Task Force, as amended 5/18/23. Establishes the Fentanyl Addiction and Overdose Prevention Task Force, consisting of law enforcement, public health officials, and healthcare providers to coordinate an effective response to the fentanyl crisis. The task force will focus on a number of different strategies, including increasing access to overdose-reversing drugs, improving substance use disorder treatment and recovery support, and crafting strategies to reduce the availability of illicit fentanyl.

Location: Senate Rules

Support [AB 40 \(Rodriguez\)](#) Emergency medical services as amended 5/18/23. Requires procedures and standards to improve ambulance patient offload time (APOT).

Location: Senate Rules

Support [AB 367 \(Maienschein\)](#) Controlled Substances: Enhancements, as amended 3/22/23. Applies the "great bodily injury" enhancement to any person who sells, furnishes, administers, or gives away fentanyl or an analog of fentanyl when the person to whom the fentanyl was sold, furnished, administered or given suffers a significant or substantial physical injury from using the substance.

Location: 2-year bill. Assembly Public Safety

Oppose [AB 436 \(Alvarez\)](#) Vehicles. Repeals the authority given to local authorities to prohibit cruising. This bill would also remove a provision prohibiting a common modification made to cars used in cruising to have the vehicles ride low to the ground roadway.

Location: Senate Transportation.

Support [AB 474 \(Rodriguez\)](#) State Threat Assessment Center: transnational criminal organizations, as introduced. Requires the State Threat Assessment Center (STAC) and the Office of Emergency Services (OES) to prioritize cooperation with state and local efforts to illuminate, disrupt, degrade, and dismantle criminal networks trafficking opioid drugs and to support state and local interagency task forces to combat illegal opioid trafficking, including preparing and disseminating intelligence products for public safety entities.

Location: Senate Rules

Support [AB 701 \(Villapudua\)](#) Controlled substances: fentanyl, as introduced. Increases the penalty and fine for trafficking controlled substances containing heroin, cocaine base, and cocaine to fentanyl.

Location: Senate Rules

Oppose [AB 742 \(Jackson\)](#) Law enforcement: police canines, as amended 5/18/23.

Prohibits the use of police canines to: arrest or apprehend a person; crowd control; bite; or train a police canine inconsistent with these prohibitions.

Location: Assembly Third Reading

Support [AB 955 \(Petrie-Norris\)](#) Controlled Substances, as amended 3/15/23 Creates a new crime for selling fentanyl on a social media platform.

Location: 2-year bill. Assembly Rules

Oppose [AB 1034 \(Wilson\)](#) Law enforcement: facial recognition and other biometric surveillance, as amended 5/1/23. Prohibits a law enforcement agency or law enforcement officer from installing, activating, or using any biometric surveillance system in connection with an officer camera or data collected by an officer camera and would authorize a person to bring an action for equitable or declaratory relief against a law enforcement agency or officer who violates that prohibition.

Location: Senate Public Safety

Watch [AB 1463 \(Lowenthal\)](#) Automated license plate recognition systems: retention and use of information.

Would require agencies utilizing Automated License Plate Reader (ALPR) Cameras to purge information that does not match a hot list in 30 days, and would prohibit ALPR information from being sold, shared, or transferred to an out-of-state or federal agency without a court order or warrant issued by a California court.

Location: Senate Rules

Support [AB 1708 \(Muratsuchi\)](#) Theft, as amended 3/12/23. With voter approval, would require a person convicted of petty theft or shoplifting, if the person has two or more prior convictions for specified retail theft-related offenses, to be punished by imprisonment in the county jail for up to one year. Additionally, this measure would offer pre-plea diversion opportunities.

Location: 2-year bill. Assembly Public Safety, reconsideration granted.

Support [SB 19 \(Seyarto\)](#) Anti-Fentanyl Abuse Task Force.

Would establish the Anti-Fentanyl Abuse Task Force to undertake various duties including collecting data on the extent of fentanyl abuse in California and increasing public awareness.

Location: Double referred to Assembly Health & Public Safety committees

Support [SB 44 \(Umberg\)](#) Controlled Substances, as amended 4/13/23. Requires a court to provide a written advisory to a person convicted of selling fentanyl notifying the person of the danger of selling or administering illicit drugs and counterfeit pills and of the potential future criminal liability if another person dies as a result of that person's actions.

Location: 2-year bill

Support [SB 602 \(Archuleta\) Trespass, as amended 3/20/23.](#) extends the effective duration of Letters of Agency from 30 days to 12 months and the operative timeframe of trespass authorization letters from 12 months to 3 years for the purpose of removing graffiti and mitigating other public nuisances on private property visible from public rights of way.

Location: Assembly Public Safety

Environmental Quality

Oppose Unless Amended [AB 1572 \(Friedman\) Non-functional Turf.](#)

Would prohibit the use of potable water for irrigation of nonfunctional turf on specified properties. Notably,

- All commercial, industrial, municipal, and institutional properties by January 1, 2027.
- All multifamily residential properties by January 1, 2028.
- All affordable multifamily housing or municipal properties in is advantaged communities by January 1, 2029.

Location: Senate Rules

Transportation, Communications and Public Works

Support/Sponsor [AB 400 \(B. Rubio\) Public Contracts: Design Build.](#)

Would extend the January 1, 2025 sunset to 2031.

Location: Senate Gov & Finance

Oppose [AB 1637 \(Irwin\) Local government: internet websites and email addresses. As amended 5/18/23.](#) Requires cities and counties to secure and utilize their website through a new .gov or ca.gov domain no later than January 1, 2027. It would also require all employee email addresses to reflect the updated domain within the same time frame.

Location: Assembly Third Reading

Support/Sponsor [SB 706 \(Caballero\) Public Contracts: Progressive Design Build.](#)

Would remove the cap and would authorize all cities, counties, city and counties, or special districts to use the progressive design-build process for other projects in addition to water-related projects.

Location: Assembly Local Gov

Ballot Measures

Oppose The Taxpayer Protection and Government Accountability Act Initiative No. 21-0042A1. Limits voters' input, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold state and local law violators accountable.

Subject: SCAG Update June 2023
To: LVMCOG Governing Board and Executive Director
From: Rachel Wagner, SCAG Sr. Government Affairs Officer;
wagner@scag.ca.gov

ACTION

REGIONAL COUNCIL ACTIONS END TRANSPORTATION CONFORMITY LOCKDOWN

The Regional Council today approved Addendum No. 4 to the Connect SoCal 2020 Program Environmental Impact Report, Connect SoCal 2020 Amendment 3 and 2023 Federal Transportation Improvement Program Consistency Amendment 23-03. These approvals ended a 650-plus day transportation conformity lockdown.

This major milestone would not have been possible without unprecedented multiagency collaboration with the South Coast Air Quality Management District, California Air Resources Board, United States Environmental Protection Agency, Caltrans, Federal Highway Administration, Federal Transit Administration, and county transportation commissions. Thank you to our partners for their efforts and commitment.

ACTION

GUIDELINES APPROVAL ADDRESSES CORRECTIVE ACTION

The Regional Council today approved the Surface Transportation Block Grant/Congestion Mitigation and Air Quality (STBG/CMAQ) Program Guidelines.

During our federal certification in 2022, SCAG was issued one corrective action. With the approval of the program guidelines, by the Regional Council today, and by Caltrans, the Federal Highway Administration, and the Federal Transit Administration last month, we have now substantially addressed the corrective action.

All that remains is to ensure the region selects any new projects funded with STBG or CMAQ dollars consistent with the program guidelines starting next month. SCAG plans to initiate a call for project nominations in 2024 to align with an amendment to the 2025 Federal Transportation Improvement Program.

Thanks to our county transportation commissions, Caltrans and federal partners who worked with us over the last year to achieve this milestone.

NEWS FROM THE PRESIDENT

SCAG PARTICIPATES IN BROADBAND DIGITAL EQUITY WORKSHOP

SCAG, the California Department of Technology and the California Public Utilities Commission hosted a workshop on May 20 in Long Beach to gather input on development of the State Digital Equity Plan and the Broadband Equity, Access and Deployment Five-Year Action Plan.

Newly elected SCAG Regional Council President Art Brown, Executive Director Kome Ajise and Regional Council members Suely Saro and Mark Henderson attended the workshop, which

emphasized stakeholder input on strategies and best practices to support community-based broadband expansion opportunities for our most vulnerable communities.

COMMITTEE APPOINTMENTS

President Brown announced appointments to SCAG's Executive Administration Committee, Legislative/Communications and Membership Committee and Emerging Technologies Committee:

EXECUTIVE ADMINISTRATION COMMITTEE

- Hon. Marshall Goodman, La Palma
- Hon. Clint Lorimore, Eastvale
- Hon. Larry McCallon, Air District
- Hon. Tim McOsker, Los Angeles

LEGISLATIVE/COMMUNICATIONS AND MEMBERSHIP COMMITTEE

- Hon. Patricia Lock Dawson, Riverside
- Hon. Jose Luis Solache, Lynwood
- Hon. Cindy Allen, Long Beach
- Hon. Wendy Bucknam, Mission Viejo
- Hon. Jenny Crosswhite, Santa Paula
- Hon. Margaret Finlay, Duarte
- Sup. Curt Hagman, San Bernardino County
- Hon. Jan C. Harnik, Riverside County Transportation Commission
- Hon. Laura Hernandez, Port Hueneme
- Hon. Clint Lorimore, Eastvale
- Hon. Ray Marquez, Chino Hills
- Hon. Gil Rebolgar, Brawley
- Hon. Deborah Robertson, Rialto
- Hon. David J. Shapiro, Calabasas
- Sup. Donald Wagner, Orange County
- Hon. Alan Wapner, San Bernardino County Transportation Authority

EMERGING TECHNOLOGIES COMMITTEE

- Sup. Curt Hagman, San Bernardino County
- Hon. Drew Boyles, El Segundo
- Hon. Margaret Clark, Rosemead
- Ms. Leslie Daigle, Government Relations
- Hon. Keith Eich, La Cañada Flintridge
- Hon. Margaret Finlay, Duarte
- Hon. Jan C. Harnik, Riverside County Transportation Commission
- Hon. Dan Kalmick, Huntington Beach
- Hon. Steve Manos, Lake Elsinore
- Mr. Paul Marquez, Caltrans District 7
- Hon. Carol Moore, Laguna Woods
- Hon. Frank Navarro, Colton
- Ms. Pam O'Connor, Road Charge Technical Advisory Committee
- Sup. Luis Plancarte, Imperial County

- Hon. Deborah Robertson, Rialto
- Hon. Alan Wapner, San Bernardino County Transportation Authority
- Hon. Acquanetta Warren, Fontana
- Hon. Edward Wilson, Signal Hill
- Hon. Frank Zerunyan, Rolling Hills Estates

NEWS FROM THE EXECUTIVE DIRECTOR CONNECT SOCAL OUTREACH WRAPS UP

SCAG has concluded the in-person and virtual workshops for Connect SoCal held throughout the region in April and May 2023. These workshops invited stakeholders to share thoughts on pressing issues impacting Southern California. Stakeholders can still contribute to Connect SoCal by [taking a brief survey](#) before June 4.

SCAG will present highlights and findings from the Connect SoCal outreach to the Regional Council in July and ask the Executive/Administration Committee and Regional Council to approve an update to the Connect SoCal Policy Development Framework based on feedback received at the May Policy Committee meetings.

UPDATE ON REGIONAL HOUSING NEEDS ASSESSMENT PROCESS

The California Department of Housing and Community Development is crafting recommendations to reform the Regional Housing Needs Assessment (RHNA) process, which will be provided in a report to the California State Legislature by Dec. 31.

SCAG is seeking input from jurisdictions, stakeholders and the public on our own [draft RHNA reform recommendations](#) through a [brief public survey](#). In addition to the survey, we will hold public listening sessions on June 22 and June 27. Stakeholders can also submit comments at housing@scag.ca.gov.

All survey responses and comments are due by June 30.

View the draft recommendations, take the survey and register for a listening session at scag.ca.gov/rhna.

REAP 2.0 HOUSING INFILL ON PUBLIC AND PRIVATE LANDS CALL FOR APPLICATIONS

SCAG is pleased to announce that the REAP 2.0 Call for Applications for the Housing Infill on Public and Private Lands (HIPP) Program Pilot is now open until July 10.

The HIPP is a competitive Call for Applications, with an estimated \$8 million available for projects focused on:

- Development of affordable housing at scale on available public and private land
- Corridor-wide or area-wide regulatory infill housing actions – development and implementation

The completed application and all required attachments must be submitted by email to housing@scag.ca.gov with “HIPP Application” in the subject line. An emailed Dropbox link is also acceptable. [Click here to access the application](#).

UPDATE ON THE SOCAL GREENPRINT TECHNICAL ADVISORY COMMITTEE

SoCal Greenprint will be an optional and open data and mapping tool for the SCAG region to support regional advanced mitigation planning. Regional advanced mitigation planning (RAMP) is a process to expedite project delivery by planning for environmental mitigation to reduce environmental impacts earlier in the planning process and at a wider scale. SCAG is in the process of finalizing the SoCal Greenprint Technical Advisory Committee (TAC), which will advise on the development of the Greenprint tool and ensure its alignment with the approved RAMP policy framework.

The TAC will be a forum for potential users to provide direct feedback on data selection and policies to ensure SoCal Greenprint is an effective tool for users throughout the region.

SCAG is currently reviewing applications and working to fill gaps to ensure regional representation. Once membership is finalized, SCAG will schedule meetings with the TAC in summer 2023.

SCAG will report on recommendations for the Greenprint tool at the Energy and Environment Committee and Regional Council in fall 2023. Development will include beta testing with potential users and stakeholders. SCAG anticipates the development of the SoCal Greenprint to be completed in spring 2024.

SCAG HOSTS LISTENING SESSION WITH THE CALIFORNIA STATE TRANSPORTATION AGENCY

SCAG hosted California Secretary of Transportation Toms Omishakin on May 8 for a listening session with transit agencies from throughout Southern California to hear about regional financial and regulatory challenges and solutions in this post-pandemic era. The conversations at the session centered around the economy, workforce development, transition to zero emissions, more transit funding and housing.

SCAG continues to support our region's transit operators through legislative advocacy, technical assistance, and regional engagement.

UPCOMING MEETINGS

JUNE

- 20th** Legislative/Communications and Membership Committee
- 20th** Development Streamlining Workshop #4
- 22nd** Regional Housing Needs Assessment Reform Listening Session
- 27th** Transportation Conformity Working Group
- 29th** Emerging Technologies Committee

JULY

- 5th** Executive/Administration Committee
- 6th** Community, Economic and Human Development Committee
- 6th** Energy and Environment Committee
- 6th** Transportation Committee
- 6th** Regional Council
- 18th** Legislative/Communications and Membership Committee
- 20th** Technical Working Group
- 25th** Transportation Conformity Working Group
- 26th** Modeling Task Force

Governing Board Agenda Report

DATE: June 20, 2023
TO: Governing Board Delegates and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: Proposed Annual Budget for Fiscal Year 2023/2024

OVERVIEW

I am pleased to present the proposed annual budget for Fiscal Year 2023-2024 to the Governing Board of the Las Virgenes-Malibu Council of Governments. The budget provides detailed information about anticipated revenues and planned expenditures for the upcoming fiscal year and demonstrates how available resources are allocated based on the Governing Board’s priorities and objectives, which serve as the guiding principles. The budget was developed using conservative estimates and account information provided by the City of Agoura Hills Finance Department, which acts as the COG Treasurer. The estimated Fiscal Year 2022/2023 ending balance is \$58,057. The proposed Fiscal Year 2023-2024 budget is attached, as Exhibit A.

RECOMMENDED ACTION

That the Governing Board approve the proposed annual budget for Fiscal Year 2023-2024.

SUMMARY OF FISCAL YEAR 2023-2024 REVENUES

Fiscal Year 2023-2024 Projected Revenue: \$422,986

- Member Dues 125,000
- County Grant for Outreach Coordinator 79,200
- COG/Metro MOU for Board Deputy 149,536
- Metro Meas. M Planning Reimbursement 57,250
- County Grant for Homeless Admin Support 12,000

The Proposed Annual Budget for Fiscal Year 2023-2024 includes maintaining current COG dues at \$25,000. Additional revenue includes: \$79,200 from Los Angeles County for the COG’s homeless outreach coordinator and \$12,000 for homeless administrative support; \$149,536 COG/Metro annual MOU for Vivian Rescalvo who is Ara Najarian’s Metro Board Deputy; and \$57,250 from Los Angeles County Metropolitan Transportation Authority (Metro) for Measure M Subregional planning and programing work that is done by the COG’s Executive Director.

SUMMARY OF FISCAL YEAR 2023-2024 EXPENSES

Fiscal Year 2023-2024 Projected Expenses: \$419,555

Expenses in the Proposed Annual Budget for Fiscal Year 2023-2024 include the Executive Director, Homeless Outreach Coordinator, homeless administrative support, Metro Board Deputy, COG officers and directors' liability insurance and COG counsel. The Executive Director's current contract is \$178,000. The COG acts as a facilitator for payment to Ara Najarian's, Metro Board Deputy. Vivian Rescalvo has replaced Maureen Micheline, who retired, as Ara Najarian's Board Deputy. Under the current MOU, the COG receives \$149,536 and retains a 4% administrative fee in the amount of \$5,981. This arrangement has been in place since January 1, 2015. Additional minor expenses for Fiscal Year 2023-2024 include \$4,300 for the COG's liability insurance and \$2,500 for legal services.

BUDGET HIGHLIGHTS FROM 2022/2023

This last year saw many accomplishments for the COG including:

Measure M 5-Year Project List Approved by Metro – The Governing Board approved the COG's original Measure M 5-Year Project list in 2018 and, in October 2022, approved the 9th Year Project List which totaled \$13,231,375. Included in the project list is \$9,044,676 for the COG's Regional Smart Cities Fiber Network Project. The goal of the COG's Measure R and M projects is to improve the operation and safety of the region's highways by reducing vehicular delays and improving the safety for both motorists and pedestrians. This program is funded with the Measure R and M sales tax approved by Los Angeles County voters in 2008 and 2016. Since 2008, the COG has received more than \$200 million for city and county projects. The amount of the Measure M allocation will continue with a 3% annual increase and there is no "sunset provision."

Measure R Adjustments and Additional Funding – In 2022, the COG worked with Supervisor Kuehl's Metro Board Deputy to assemble a project list for the remaining \$15,242,000 in Measure R funds. Funds were allocated to each COG city. The Measure R funds were approved by the Metro Board in early 2023.

Elections and Appointments – The COG made the following appointment: Paul Grisanti, was appointed as the COG alternate representative to the Santa Monica Bay Restoration Commission.

Goals and Priorities – The Governing Board discussed continuing to focus on transportation funding, homeless and emergency preparedness. In addition, the Governing Board listed continuation of virtual COG meetings, each city permitting their Governing Board representative to vote independently at the COG meeting and continuing to invite area legislators to participate in the COG meetings.

Public Safety – The Technical Advisory Committee and Governing Board continue to receive regular briefings from Captain Seetoo, Lost Hills Sheriff's Station and Chief Drew Smith, Los Angeles County Fire Department. Kevin McGowan, Director, Los Angeles County Office of Emergency Management also participates, as needed.

Legislative and Agency Briefings – In keeping with the goals and priorities of the Governing Board, the COG held regular meetings with area legislators. Senator Allen and Assemblymember Irwin joined the Governing Board meetings to discuss the 2022 legislative session and what to expect in 2023. The COG and TAC continue to receive monthly briefings from Jeff Kiernan, Cal Cities, Barri Worth Girvan and Sophia Soudani from Supervisor Horvath's office, Davis Han, district director for Senator Allen and Nancy Frawley from Assemblymember Irwin's office.

Homelessness – The COG's outreach coordinator continues to work closely with the cities, County, public safety and nonprofit service providers to assist people experiencing homelessness. In addition, he participates in the COG's regular Homeless Working Group meetings. While the outreach coordinator's efforts have been well received by the cities and have contributed to individuals receiving service and housing, it should be noted that not all individuals experiencing homelessness want assistance or services.

Stormwater/Measure W – The Executive Director participates in the North Santa Monica Bay Watershed Steering Committee meetings, which receives 50% of the funding allocation from Measure W – the county-wide Safe Clean Water measure. Forty percent of the funds collected go back to cities for local projects.

Los Angeles County COG Executive Directors – The Executive Director continues to meet regularly and participates in a monthly virtual meeting with the other Los Angeles County COG Executive Directors. These meetings and the working relationship between the Executive Directors has increased the individual and collective influence of all of the COGs.

Metro CEO, Policy Advisory Council and Northern Cities Corridor – The Executive Director meets monthly with Metro CEO Stephanie Wiggins and continues to serve on the Metro Policy Advisory Council and participates in the Northern Cities Corridor meetings, chaired by Ara Najarian, the COG's representative on the Metro Board.

SCAG – Rachel Wagner, SCAG, provides a monthly update from SCAG that is included in the Governing Board agenda and regularly attends Governing Board and Technical Advisory Committee meetings. In addition, the Executive Director continues to attend

quarterly meetings with SCAG Executive Director, Kome Ajise, and Executive Directors from the other COGs in the SCAG region.

COG Website – The COG’s website continues to provide the latest information about COG meetings and projects. It should be noted that Karlo Gorgin, IT staff from the City of Calabasas, assists in posting agendas and updating information on the website.

Outstanding Obligation: The COG joined the California Joint Powers Insurance Authority in 2003 to obtain liability and errors and omissions insurance coverage. The initial membership increased from \$2,500 to almost \$11,000, in 2011. At that point, the Governing Board voted to withdraw from CJPIA and obtain insurance through a commercial broker. Although the COG incurred no claims with CJPIA, it remained financially responsible for its allocated share of pooled claims and claim-related expenses attributable to the coverage years in which the COG participated in the Authority’s risk sharing programs. That amount was \$34,000, which was paid off this year.

ESTIMATED FISCAL YEAR 2023-2024 REVENUE: \$422,986

Revenue in the Proposed Annual Budget for Fiscal Year 2023-2024 Budget proposes to maintain a balanced budget. Member dues will be maintained at \$25,000 for a total of \$125,000. Additional revenue includes: \$79,200 from Los Angeles County for the COG’s homeless outreach coordinator, \$12,000 from Los Angeles County for the COG’s new homelessness administrative support, \$149,536 for COG/Metro annual MOU for Vivian Rescalvo who serves as the new Deputy to Ara Najarian, Metro Board and \$57,250 is projected from Los Angeles County Metropolitan Transportation Authority (Metro) for Measure M Subregional planning and programing.

ESTIMATED FISCAL YEAR 2023-2024 EXPENDITURES: \$419,555

Executive Director: The COG Executive Director current salary is \$178,000. The Executive Director implements the policies and directives of the Governing Board while managing and coordinating the programs and activities of the COG. The Executive Director is an independent contractor and receive no benefits. He is not reimbursed for overhead costs and is responsible for normal business expenses.

Metro Board Consultant: The Metro Board Deputy/Consultant provides administrative assistance and support for Ara Najarian, who is the COG’s representative on the Metro Board of Directors. The Metro Board Deputy/Consultant is an independent contractor, not an employee of the COG. The Metro Board Consultant receive no benefits, is not reimbursed for overhead costs and is responsible for normal business expenses. The COG receives \$149,536 from Metro for Vivian Rescalvo, the new Board Deputy/Consultant to Ara Najarian. The COG retains a 4% administrative fee, which is \$5,981.

Outreach Coordinator: Gabriel Graham was hired effective March 2020 to serve as the COG’s Homeless Outreach Coordinator. Los Angeles County agreed to increase the

monthly reimbursement as follows: \$5,500 to \$6,000, \$400 to \$500 car allowance and maintaining the phone at \$100. The total annual amount is \$79,200.

Homeless Administrative Support: Jessica Flores was hired effective June 1, 2022 to serve as part-time administrative support for the COG. Her responsibilities include homeless grant invoicing and reporting to the County. In addition, she will support the Executive Director and the COG's Homeless Working Group. The monthly amount is \$1,000 and the COG is reimbursed \$12,000 annually through the County Homeless Grant.

Legal Counsel: The COG contracts with Laurence Wiener, Richard, Watson and Gershon, for legal services. Mr. Wiener has been the COG counsel since formation. However, the COG does incur legal expenses from time to time for various legal services. The proposed Budget includes \$2,500 for legal services.

Insurance: The Budget includes \$4,300 for the COG's liability insurance for the Executive Director, Metro Board Consultant and outreach coordinator along with errors and omissions insurance for the Governing Board and Technical Advisory Committee.

EXHIBIT A

**Las Virgenes-Malibu COG Proposed Annual Budget
Fiscal Year 2023-2024**

Projected 2022/2023 Ending Balance		58,057
Projected Revenue		422,986
City Dues @ \$25,000	125,000	
Metro for Board Deputy/Consultant	149,536	
Metro Meas. M Planning Reimbursement	57,250*(1)	
LA County Homeless Grant (Gabriel)	79,200	
LA County Homeless Grant (Admin. Support)	12,000	
Projected Expenses		419,555
Executive Director	178,000*(2)	
Metro Board Deputy/Consultant	143,555*(3)	
Homeless Outreach Coordinator	79,200*(4)	
Homeless Admin. Support	12,000	
Liability Insurance	4,300	
COG Counsel	2,500	
Projected 23/24 Ending Balance		61,488

Budget Notes*

- 1) The COG is reimbursed by Metro for the Executive Director's Measure M planning and programming activities.
- 2) Any increase for the Executive Director's annual contract will be discussed in Closed Session during the June 20, 2023 Governing Board meeting.
- 3) The COG is reimbursed through a MOU with Metro for Vivian Rescalvo's position as Board Deputy to Ara Najarian, Metro Board.
- 4) The County is including an increase in the COG's homeless grant contract that will provide for an increase for Gabriel Graham's contract effective July 1, 2022, which would take his annual compensation to \$79,200 including \$500/mo. car allowance and \$100/mo. phone allowance.

FINANCIAL DETAILS FROM AGOURA HILLS FINANCE DEPARTMENT

Governing Board Agenda Report

DATE: June 20, 2023
TO: Governing Board and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: Board of Supervisors' Motion to "Depopulate Los Angeles County Jails"

OVERVIEW

The purpose of this report is to provide the Governing Board with information regarding the Board of Supervisors' Motion to "Depopulate Los Angeles County Jails."

BACKGROUND

On April 3, 2023, the COG cities became aware of the proposed motion co-authored by Supervisors Horvath and Solis to "Depopulate Los Angeles County Jails" was scheduled for the April 4, 2023 Board of Supervisors meeting. There was a huge outcry from cities, including LA County Division of Cal Cities and other stakeholders in the County, which caused the motion to be pulled from the agenda. Although the motion was pulled, it will likely be brought back at a future Board of Supervisors meeting.

For your consideration, I have attached the LA County Division of the League of Cities opposition letter and an analysis of the motion that was prepared by Councilmember James Bozajian, Calabasas. I have also attached a letter of opposition to the motion should the Governing Board wish to send the letter.

RECOMMENDATION

Review and provide direction to staff.

ATTACHMENTS: Analysis prepared by James Bozajian
Letter of Opposition

Analysis of the 4-4-23 “Decarceration” Motion by the Los Angeles County Board of Supervisors

By James R. Bozajian, Calabasas City Councilmember

April 12, 2023

With respect to the recent “decarceration” motion appearing on the April 4, 2023, agenda of the Los Angeles County Board of Supervisors before being temporarily withdrawn:

The Board of Supervisors failed to solicit meaningful public input prior to introducing its initial decarceration proposal. This continues an unfortunate pattern of conduct by the Board in recent years. By excluding a diverse array of stakeholders from contributing their thoughts to this measure before it was agendized for a formal vote, the Board conveys the unmistakable impression that it does not want to hear from those stakeholders and has already pre-determined specific outcomes. This runs counter to an open and democratic process for making key policy decisions. Before any future proposal is brought forward, the Board must solicit input from a broad range of sources, reflecting a broad range of viewpoints. This should include local elected and appointed officials within Los Angeles County.

In addition to the procedural flaws noted above, the Board’s decarceration proposal contains a number of troubling and ill-conceived substantive elements. These include, but are not limited to, the following.

1. Implementation of the “Emergency Bail Schedule” that was in effect only at the height of the COVID-19 pandemic. This short deviation imposed in 2020 represented a drastic departure from the regular bail schedule, and was only adopted as an emergency measure to avoid the spread of a deadly virus. Absent such a true emergency, this change would simply release large numbers of potentially dangerous criminals back into the general population prior to facing any consequences for the actions which resulted in their arrests.
2. “Legislative advocacy,” which is vaguely defined as support for relaxing criminal penalties by the State Legislature. The Board’s statements along these lines provide few specifics as to what statutory changes would be sought, and do not consider any long-term, negative effects of permanently reducing or eliminating penalties for criminal conduct.

3. Early release of convicted inmates before completion of their statutorily imposed sentences.
4. Expansion of pre-trial release programs for inmates, using electronic supervision.
5. Expansion of pre-trial diversion programs to cover a wider range of criminal offenses never before contemplated.
6. Establishment of a mandatory cite-and-release rule for suspects with bail amounts less than \$50,000. This blanket pronouncement ignores the long-standing and well established practice of thoughtfully weighing the facts of individual cases in order to properly assess the risks inherent in releasing suspects back into the community prior to final resolution.
7. Zero bail for most warrants and probation violations. These changes would effectively eliminate any incentives for suspects to appear for scheduled court hearings, or for convicted individuals to work toward becoming productive citizens upon release from custody.

Again, this list is not exhaustive and is only outlined here to provide specific examples of some of the many potentially negative repercussions stemming from the Board's decarceration motion. Before any reforms along these lines are enacted, the Board must study the impacts to our communities associated with pre-trial recidivism and substantial sentence reductions. Any academic statistical analyses must be derived from neutral sources, using raw data that can be verified and not subject to reasonable debate. In summary, the Board should carefully consider all consequences of enacting uniform mandates that do not assess the gravity of individual offenses committed against those who live, work, or visit Los Angeles County.

June 20, 2023

The Honorable Lindsey Horvath
Los Angeles County Board of Supervisors
Kenneth Hahn Hall of Administration
500 West Temple Street, 8th Floor
Los Angeles, CA 90012

RE: Motion to Depopulate Los Angeles County Jails

Dear Supervisor Horvath:

On behalf of the Las Virgenes-Malibu Council of Governments, I appreciate your willingness to support pulling your joint motion to "Depopulate Los Angeles County Jails."

The COG cities, which include Agoura Hills, Calabasas, Hidden Hills, Malibu and Westlake Village recognize the need to address jail overcrowding, especially at Men's Central Jail and our cities are sensitive to the County's responsibility to meet mandates set under various federal consent decrees. The costs and impacts related to these decrees impact all communities in Los Angeles County.

However, given the countywide impacts to any changes in our jail system, we believe that all plans to reduce populations in our jails should engage a diversity of stakeholders, including city officials. City partnerships are critical to implementing any meaningful changes in our jail system because many of the solutions proposed to alleviate the stress on county jails involve program and facility placements in our cities.

Our cities are invested in public safety for all members of our communities, and we hope that you will work with us as you discuss how to move forward with your proposal.

We appreciate your consideration of this important issue, and if you have any questions or concerns, please do not hesitate to contact me directly or have your staff contact our Executive Director, Terry Dipple at 818-968-9088.

Sincerely,

Eniko Gold
President
Mayor Pro Tem, Hidden Hills

c: Supervisor Janice Hahn, Chair
Supervisor Kathryn Barger
Supervisor Holly Mitchell
Supervisor Hilda Solis
Sheriff Robert Luna

Governing Board Agenda Report

DATE: June 20, 2023
TO: Governing Board and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: Gabriel Graham Contract Extension

OVERVIEW

The purpose of this report is to provide the Governing Board with information regarding the proposed annual contract extension for Gabriel Graham.

RECOMMENDATION

That the Governing Board approve the contract extension for Gabriel Graham.

BACKGROUND

In 2019, Alicia Weintraub, COG President and the COG's Homeless Working Group held several meetings to discuss the Los Angeles County Homeless Grant and how those funds could be used. Then-President Weintraub and the Homeless Working Group were frustrated by the 48-72-hour response time from LAHSA and service providers to provide assistance to people experiencing homelessness in the COG cities. After protracted negotiations with the County Homeless Initiative Team (HI Team), it was agreed that the COG could use the grant funds to hire a full-time individual that would respond to city staff, public safety partners and homeless service providers to assist people experiencing homelessness in the COG region. The Governing Board approved Gabriel Graham's initial contract on March 17, 2020 and subsequent extensions. The Governing Board approved a one-year extension, last year. The new contract period is July 1, 2023 to June 30, 2024.

FISCAL IMPACT

Limited. Los Angeles County Homeless Grant funds will cover the cost of the services provided by Gabriel Graham. The contract extension does not require any financial contributions by the COG, but the Executive Director is involved in administering the grant and overseeing the homeless outreach coordinator.

Attachment: Contract Extension for Homeless Outreach Coordinator

**EXTENSION OF 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 the “COG”), and Gabriel Graham (hereinafter called “CONSULTANT”).

RECITALS

COG and CONSULTANT entered into an Agreement for the term of one-year that was approved by the COG and executed by the parties on March 17, 2020.

- A. Section 2 of said Agreement provides that the parties hereto may mutually agree and annually extend the Agreement.
- B. COG has been satisfied with CONSULTANT’S performance and desires to continue the working relationship.
- C. CONSULTANT desires to continue providing services to the COG.

NOW, THEREFORE, the parties agree as follows:

The AGREEMENT shall be extended for one-year (July 1, 2023 – June 30, 2024). See compensation in Exhibit A attached hereto.

All other terms and conditions contained in the original AGREEMENT shall continue through the term of this extension.

EXECUTED on _____, 2023

LAS VIRGINES-MALIBU COUNCIL OF GOVERNMENTS

By _____
Eniko Gold, President

CONSULTANT

By _____
Gabriel Graham

EXHIBIT A

Gabriel Graham Monthly Compensation, effective July 1, 2023

Monthly Fee for Services:	\$6,000.
Monthly Car Allowance:	500.
Monthly Phone Allowance:	<u>100.</u>
TOTAL	\$6,600.

Governing Board Agenda Report

DATE: June 20, 2023
TO: Governing Board and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: COG – Metro Memorandum of Understanding for Board Deputy and the Contract between the COG and Vivian Rescalvo, Metro Board Deputy to Ara Najarian

OVERVIEW

The purpose of this report is to provide the Governing Board with information regarding the proposed MOU between the COG and Metro for Ara Najarian’s Board Deputy and the contract between the COG and Vivian Rescalvo to provide said services.

RECOMMENDATION

That the Governing Board approve the Memorandum of Understanding between the COG and Metro for Ara Najarian’s Board Deputy and the contract between the COG and Vivian Rescalvo to provide said services.

BACKGROUND

In 2015 the COG was approached by Ara Najarian, our representative to the Metro Board, about the COG acting as the facilitator between Metro and Maureen Micheline, his Metro Board Deputy. A MOU was entered into between the COG and Metro, whereby the COG would be reimbursed by Metro for payments made to Maureen Micheline in her capacity as Ara Najarian’s Metro Board Deputy. The Governing Board approved the COG/Metro MOU and contracted with Maureen Micheline to provide said services. The MOU and contract have subsequently been approved annually by the COG, Metro and Maureen Micheline.

In July 2022, Ara Najarian became the Metro Board Chair and in addition to Maureen Micheline, Vivian Rescalvo was brought on to assist Maureen with her Board Deputy duties. The annual MOU with Metro was reflected to include both Board Deputies.

Maureen Micheline is retiring effective June 30, 2023 and Vivian Rescalvo has been hired as Ara Najarian’s sole Board Deputy effective July 1, 2023. Therefore, the COG has been asked to continue to facilitate the retention of Vivian Rescalvo. Attached is the COG/Metro MOU for reimbursement and the contract between the COG and Vivian Rescalvo. Both are the same as the COG’s previous arrangement with Metro and Maureen Micheline.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated July 1, 2023, and made by and between The **Las Virgenes - Malibu Council of Governments** ("The **Las Virgenes - Malibu COG**"), a joint powers authority organized and existing pursuant to the laws of the State of California, and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("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."

RECITALS

- 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** directly contract with the Consultant for provision of services to aid the COG Representative. The **Las Virgenes - Malibu COG** will administer any such contracts, 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. Contracts between The Las Virgenes - Malibu COG And Consultants.

- (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, including administrative fee, from the LACMTA to the **Las Virgenes - Malibu** COG for the Contract exceed \$149,536.29 (one hundred forty nine thousand five hundred thirty-six dollars and twenty-nine cents) for the twelve (12) months of the Contract, or the term of this MOU (as defined in Section 4 of this MOU).
- (b) The reimbursement described in this Section 2 shall be payable by the LACMTA to the **Las Virgenes - Malibu** COG as follows:
 - (i) LACMTA shall reimburse the **Las Virgenes - Malibu** COG in twelve monthly installments, with each such installment representing approximately 1/12th (not to exceed \$12,461.36) of the annual reimbursement for the Contract as due under Section 2(a) above. Each month, for twelve consecutive months, commencing July 2023, 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 July 1, 2023, and expire on June 30, 2027, 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: _____
Eniko Gold, President

ATTEST:

By: _____
Terry Dipple, Executive Director

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins, CEO

APPROVED AS TO FORM:

By: _____

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
VIVIAN RESCALVO AND
THE LAS VIRGENES – MALIBU COUNCIL OF GOVERNMENTS**

THIS AGREEMENT is made this ___ day of _____, 2023, by and between Vivian Rescalvo, 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 hereinafter 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 Metropolitan Transportation Authority (“LACMTA”) to obtain assistance, including professional services, for the representative on the LACMTA Board of Directors who represents the LVMCOG and certain cities in Los Angeles County, including those cities of the Northern Cities Corridor sector of the LACMTA. That member shall be referred to herein as the “COG Representative”.
- B. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services for the COG Representative.
- C. The Parties desire to establish terms, conditions and compensation under which Consultant will provide professional services to LVMCOG.

AGREEMENT:

Section 1. Term of Agreement; Renewal

- (a) This Agreement shall be for a one year period which shall commence on July 1, 2023 and shall terminate at midnight on June 30, 2024, 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 Board of Directors 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 the COG Representative in all LACMTA duties, including but not limited to, addressing transportation issues of the Northern Cities Corridor sector of the LVMCOG.

- (b) In performance of Consultant's Services under this Agreement, Consultant may take direction from the COG Representative. If there is a conflict in direction or priority of assignments between the COG Representative and LVMCOG, those parties shall be responsible for reconciling the conflict.
- (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 offices or other locations of her own choosing, using computers and other equipment of her own choosing. Consultant may use any office space, equipment and supplies made available to Consultant by LACMTA to perform her duties. 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's satisfaction.

Section 3. Payment

- (a) Consultant shall be paid monthly compensation in the amount of \$11,962.90 (eleven thousand nine hundred sixty two dollars and ninety cents) 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 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 20th 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, to the LVMCOG, c/o Hidden Hills City Hall, 6165 Spring 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 of receipt of funds from LACMTA. LVMCOG agrees to use its best efforts to notify Consultant of any disputed invoice amounts or claimed completion percentages within ten (10) days of the receipt of each invoice. However, LVMCOG's failure to timely notify Consultant of a disputed amount or claimed completion percentage shall not be deemed a waiver of LVMCOG's right to challenge such amount or percentage.

- (d) Monthly reports on work performed shall be submitted with the invoice to LVMCOG, which will distribute copies to the COG Representative, as requested by the COG representative.
- (e) 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 any 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 responsible for all federal and state income tax consequences arising from this Agreement and the performance of Services under this Agreement, and shall be responsible for all payment of compensation, taxes, insurance and fringe benefits to Consultant's employees. 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 (e) 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, plans, specifications, reports, information, data, exhibits, photographs, images, video 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 the 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, computer disks, 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 in 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 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 \$11,962.90.
- (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 subdivision 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 judgment 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.

- (b) All duties of Consultant under this Section 11 shall survive expiration and/or termination of this Agreement.

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. Comprehensive General Liability insurance a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and one million dollar (\$1,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by Consultant in the performance of this Agreement.
 - ii. Automobile Liability Insurance for the vehicle used in performance of this Agreement with minimum coverage of \$50,000 for property damage, \$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 subparagraphs (a)(i) and (ii) shall not exceed \$5,000.00 per occurrence.
- (c) Primary Insurance. The insurance required in subparagraphs (a)(i) and (ii) and 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. The commercial general liability policy shall contain endorsements naming LVMCOG, its officers, agents and employees as additional insureds. Insurance shall be provided by an insurer with a Best's Guide rating of B+VII or better. 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 by subparagraphs (a)(i) and (a)(ii) of this Section. 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 the performance of this Agreement, Consultant shall comply with all applicable provisions of the California Fair Employment & Housing Act (California Government Code § 12900, et seq.), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 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 LACMTA 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 right of 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 obligation 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 COG 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, identification 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 LACMTA and is not a member of the personnel systems of LVMCOG or LACMTA. 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 LACMTA relating to employees, or (ii) any memorandum of understanding between the LACMTA and any of LACMTA's 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, obligation, 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 no employees for the purposes 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 COG:

Hidden Hills City Hall
6165 Spring Valley Rd.
Hidden Hills, CA 91302
Attn: Terry Dipple, Executive
Director

To Consultant:

Vivian Rescalvo
2590 Las Lunas Street
Pasadena, CA 91107

Section 20. Modification

This Agreement may be modified only by subsequent mutual written agreement 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 executed 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 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.

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

VIVIAN RESCALVO, a sole proprietor

By: _____
Eniko Gold, Board President

By: _____

ATTEST:

By: _____
Terry Dipple, Executive Director

APPROVED AS TO FORM:

By: _____

EXHIBIT A

CONSULTANT'S SCOPE OF WORK

Consultant will provide support for the LACMTA Northern Cities Corridor Sector Board Member (or "COG Representative"), which shall include but not be limited to, the following:

- Attend relevant LACMTA and LACMTA-related meetings, in addition to other transportation-related summits, meetings or forums which impact LACMTA and the region and inform the policy decision-making of the Board Member;
- Review and analyze LACMTA-generated reports, memos and other written material to assist the Board Member in making informed decisions on policies and programs and other items considered by the Board;
- Recommend action and strategies for the successful passage of policy items under the consideration by the LACMTA Board;
- Prepare correspondence and reports for and on behalf of the COG Representative;
- Provide liaison services on behalf of the COG Representative to the Councils of Governments, member cities, city staff, elected officials and other stakeholders to facilitate two-way communication, including preparation of monthly newsletters, and the coordination of advocacy efforts;
- Assist Councils of Governments and member cities on administrative issues within the LACMTA;
- Assist in developing support for transportation projects, programs and services which benefit the cities and populace of the LVMCOG, the Northern Cities Corridor Sector of Los Angeles County and the region as a whole;
- Monitor, attend meetings when necessary and report to the LVMCOG on relevant SCAG, AQMD and other regional agencies' policy deliberations and actions;
- Monitor and report on transportation-related activities at the Ports of Los Angeles and Long Beach regarding good movement issues;
- Assist with other projects, events and activities as required.

Exhibit B

Certificate of Exemption from Workers' Compensation Insurance

TO:	The 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 services for which this Certificate is provided I employ someone so that I become subject to the Workers' 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's workers' compensation laws, I must obtain a Certificate of Workers' Compensation Insurance, submit that certificate to the **Las Virgenes Malibu Council of Governments** ("LVMCOG") within 90 (ninety) 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 LVMCOG.

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 _____, 2023, at _____, California.

Consultant's Signature: _____

Consultant's Name: _____

Consultant's Title: _____

Governing Board Agenda Report

DATE: June 20, 2023
TO: Governing Board and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: Letter of Opposition to SB 423 (Wiener)

OVERVIEW

The purpose of this report is to provide the Governing Board with information regarding the proposed Letter of Opposition to SB 423 (Wiener).

RECOMMENDATION

That the Governing Board approve the attached Letter of Opposition to SB 423 (Wiener).

BACKGROUND

Senator Wiener is back with another bill which would greatly expand SB 35 (Chapter 366, Statutes of 2017) provisions and extend the Jan. 1, 2026 sunset date to Jan. 1, 2036. The League of California Cities and 89 cities have formally opposed SB 423. SB 423 recently passed the Senate and will now go to the Assembly. So the letter is addressed to Assemblymember Irwin and is attached.

**



June 20, 2023

The Honorable Jacqui Irwin
Chair, Senate Committee on Housing
1021 O Street, Suite 3330
Sacramento, CA 95814

RE: **SB 423 (Wiener) By-right housing approvals: multifamily housing developments: SB 35 (Chapter 366, Statutes of 2017) expansion.**
Notice of Opposition

Dear Assemblymember Irwin:

The Las Virgenes-Malibu Council of Governments writes to express our opposition to SB 423, which would greatly expand SB 35 (Chapter 366, Statutes of 2017) provisions and extend the Jan. 1, 2026 sunset date to Jan.1, 2036.

On any given day, newspaper headlines in California and across the nation are highlighting the state's growing housing supply and affordability crisis. Seven in ten Californians view housing affordability as one of the top problems in their community, and there is growing concern from residents that housing prices are so expensive, younger generations will be priced out of ever being able to buy a home.

The Las Virgenes-Malibu Council of Governments intimately understands this crisis as it plays out in our community every day. Local leaders are working to find creative solutions so homes of all income levels can be built. They're taking on these difficult and complex tasks, and in many cases successfully planning for more than 2.5 million new homes statewide, all while navigating the state's annual barrage of overreaching housing bills that have thus far demonstrated limited success.

SB 423 is the latest overreaching bill. This measure would double-down on the recent trend of the state overriding its own mandated local housing plans by forcing cities to approve certain housing projects without regard to the needs of the community, opportunities for environmental review, or public input. While it may be frustrating for some developers to address neighborhood concerns about traffic, parking, and other development impacts, those directly affected by such projects have a right to be heard. Public engagement also often leads to better projects. Not having such outlets will increase public distrust in government and result in additional ballot measures limiting housing development.

Instead of continuing to pursue top-down, one-size-fits-all legislation, lawmakers should partner with local officials. That's why the League of California Cities is calling on the Governor and lawmakers to include a \$3 billion annual investment in the state budget to help cities prevent and reduce homelessness and spur housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that get our residents off the streets and keep them in their homes. California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process. What is really needed is a sustainable state investment that matches the scale of this long-term crisis.

For these reasons, the Las Virgenes-Malibu Council of Governments respectfully requests you to vote NO on SB 423,

Sincerely,

Eniko Gold
President
Mayor Pro Tem, Hidden Hills

CC: Senator Scott Wiener
Senator Ben Allen
Jeff Kiernan, Cal Cities

Governing Board Agenda Report

DATE: June 20, 2023
TO: Governing Board and Alternates
FROM: Terry Dipple, Executive Director
SUBJECT: \$50 million Request in FY 2023/24 State Budget for Needed Water Projects

OVERVIEW

The purpose of this report is to provide the Governing Board with information regarding the request from Las Virgenes Municipal Water District and Metropolitan Water District of Southern California to cosign a letter to the Governor and state legislative leadership to requesting \$50 million in the FY 2023/24 State Budget for needed water projects.

RECOMMENDATION

That the Governing Board approve the COG being listed as a cosigner on the attached letter requesting the state to provide an additional \$50 million in FY 2023/24 to accelerate needed MWD projects that benefit the region.

WHY IT MATTERS TO THE COG

Sepulveda Canyon/Venice Pump Stations – This project will construct two new pump stations to provide up to 22,000 acre-feet of water annually from Metropolitan’s Diemer and Weymouth water treatment plants to be delivered to SWP dependent areas in Ventura and northern Los Angeles counties, including the city of Los Angeles, Las Virgenes Municipal Water District and Calleguas Municipal Water District. Both Diemer and Weymouth plants can receive water from the Colorado River and the SWP. Malibu is not served by Las Virgenes Municipal Water District but would be positively impacted as it is served by Los Angeles County, District 29, and the County is a part of the agencies that benefit.

BACKGROUND

The Metropolitan Water District of Southern California, together with Calleguas MWD, Inland Empire Utilities Agency, Las Virgenes MWD, Los Angeles Department of Water and Power, Three Valleys MWD and Upper San Gabriel Valley MWD, is requesting \$50 million in state funding to construct and upgrade vital infrastructure that will help prevent the recurrence of severe regional water shortages in the Metropolitan service territory.

According to Metropolitan, unprecedented drought conditions in 2022 resulted in severe reductions of State Water Project deliveries to Metropolitan, requiring nearly 7 million

people to subsist on borrowed Human Health and Safety supplies and endure significant water use restrictions. In response, Metropolitan undertook several emergency drought projects to reroute pipelines and stretch supplies further across its system. To support this effort, the state provided \$50 million in its FY 2022/23 budget to help fund these projects. This funding was an important down payment on reliability for these impacted communities. However, significantly more work is needed to adapt Metropolitan's regional system to the impacts of climate change and future droughts.

Metropolitan is now asking the state to provide an additional \$50 million in FY 2023/24 to accelerate these needed improvements. Once completed, the new infrastructure will help connect the SWP dependent communities to existing water supplies and storage reserves. Climate change has elevated the risks to the SWP's reliability. Until long-term improvements are developed to address those supply risks, Metropolitan and its member agencies must build greater flexibility and redundancy into their systems. An urgent response with state and local partnerships is needed now to advance these projects and prepare for future shortages.

FISCAL IMPACT

There is no fiscal impact on the COG or member cities.

ATTACHMENT: Letter to the Governor and State Legislative Leadership

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

The Honorable Toni Atkins
Senate President pro Tempore
1021 O Street, Suite 8518
Sacramento, CA 95814

The Honorable Anthony Rendon
Assembly Speaker
1021 O Street, Suite 8330
Sacramento, CA 95814

The Honorable Nancy Skinner, Chair
Senate Budget and Fiscal Review Committee
1021 O Street, Suite 502
Sacramento, CA 95814

The Honorable Phil Ting, Chair
Assembly Committee on Budget
1021 O Street, Suite 8230
Sacramento, CA 95814

Re: FY 2023-24 Budget Request for \$50 Million to Support Drought Resilience in Metropolitan Water District of Southern California

Dear Governor Newsom, Pro Tem Atkins, Speaker Rendon and Budget Chairs Skinner and Ting:

We, the undersigned agencies and organizations, write to request a one-time \$50 million allocation from the 2022-23 State Budget to support emergency drought mitigation projects in Southern California. This budget request will support construction and upgrades for vital infrastructure that will help prevent the recurrence of severe regional water shortages in the Metropolitan service area. Climate change demands that we plan and invest now to meet future water needs.

During the past three years, our region experienced the dramatic effects of climate change on our water supplies with worsening drought conditions on the State Water Project (SWP). For the first time in history, six of Metropolitan's 26 member agencies that are dependent on SWP supplies were subject to a severe emergency water shortage, with some communities forced to cut deliveries over 70%. These six member agencies that supply almost seven million people in Southern California were allocated human health and safety supplies that Metropolitan borrowed from the state to meet basic customer drinking and sanitary needs.

While we are grateful for the vital lifeline provided by the state, we cannot continue to plan to operate under these conditions as the expected practice or performance of the state's water system.

Additional state funding is critical to adapt our regional system to extremely low SWP allocations while we work collectively to address the long-term reliability of the state system. We are asking

for the state to provide \$50 million in FY 2023-24 to help us accelerate these needed improvements to our regional conveyance infrastructure to provide our SWP dependent areas access to available water supplies and storage reserves.

Climate change is making the goal of providing reliable water in our communities much harder to achieve without a more flexible and interconnected system of infrastructure. It is imperative we make these investments now to eliminate the vulnerabilities of our region and bring equitable water supply reliability for all Metropolitan member agencies and ratepayers.

Thank you for your consideration of this request.

Sincerely,