

# GOVERNING BOARD MEETING

Tuesday, June 17, 2025, 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). Members of the public can participate electronically via Zoom.

### Remote Participation Zoom Link:

<https://us02web.zoom.us/j/89640489619?pwd=2pJUCKdA1lRqslurRTlpkMUre7U1an.1>

Meeting ID: 896 4048 9619 - Passcode: 640654

## TELECONFERENCE LOCATIONS

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

A public agenda packet is available on the COG website: [lvmcog.org](http://lvmcog.org) Public members can comment by either:

- Speaking for up to three minutes during the Public Comment Period.
- Sending an email with comments (up to 1,000 characters) to [terry@lvmcog.org](mailto:terry@lvmcog.org) by 12:00 PM on Monday, June 16, 2025.

Emails will be read aloud during the meeting if received before the Board acts on an item or during the Public Comment Period. For questions about the virtual meeting, contact [terry@lvmcog.org](mailto:terry@lvmcog.org) or (818) 968-9088.

**LAS VIRGENES-MALIBU COUNCIL OF GOVERNMENTS**

**GOVERNING BOARD MEETING**

**Tuesday, June 17, 2025, 8:30 AM**

**AGENDA**

**1. CALL TO ORDER**

Governing Board Roll Call:

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

**2. APPROVAL OF THE AGENDA**

**3. PUBLIC COMMENT PERIOD**

Public comments are limited to three minutes per speaker. According to California Government Code Section 54954.2, the Governing Board cannot discuss or act on items not on the agenda unless it's an emergency or the need for action arose after the agenda was posted.

**4. CONSENT CALENDAR**

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

- A. May 20, 2025 Draft Minutes – Attachment (page 4-6)
- B. June 2025 Financial Statement – Attachment (page 7-8)
- C. Appointment of Marianne Riggins to the Metro San Fernando Valley Service Council – Attachment (page 9)

Recommended Action: Approve Consent Calendar

**5. INFORMATION ITEMS**

- A. Executive Director's Report – Attachment (page 10-13)
- B. City Updates: Agoura Hills, Calabasas, Hidden Hills, Malibu, and Westlake Village

**6. PUBLIC SAFETY, LEGISLATIVE AND AGENCY PARTNER UPDATES**

- A. Los Angeles County Sheriff's Department – Lt. Dustin Carr
- B. Los Angeles County Fire Department – Chief Drew Smith

- C. Los Angeles County – Daniell Vicente, Supervisor Horvath’s office
- D. California Highway Patrol – Officer Cody Sturgis, West Valley Station
- E. Cal Cities – Jeff Kiernan
- F. Updates from Legislative Staff and Agency Partners (page 12-14)

**7. ACTION ITEMS**

- A. 2025/2026 COG Budget – Attachment (page 20-23)  
Recommended Action: Approve the Annual Budget for Fiscal Year 2025-2026.
- B. Contract Extensions for Homeless Outreach Coordinator, Homeless Administrative and Metro Board Deputy – Attachment (page 24-48)

**8. GENERAL COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

**9. ANNOUNCEMENT OF FUTURE MEETING DATES**

**10. ADJOURNMENT**

**Draft Minutes  
Governing Board Meeting  
May 15, 2025**

1 – Call to Order: Acting Chair Kelly Honig called the virtual meeting to order at 8:31 AM.

Roll Call of Governing Board members present:

Kelly Honig, Westlake Village, Acting Chair  
Eniko Gold, Hidden Hills  
Marianne Riggins, Malibu  
Alicia Weintraub, Calabasas  
Jeremy Wolf, Agoura Hills

Absent: President Penny Sylvester and Vice President Ray Pearl

Non-voting Alternate Governing Board members present: Steve Uhring, Malibu.

2 – Approval of the Agenda: Acting Chair Honig asked if there were any requests to modify the agenda.

**ACTION:** Alicia Weintraub moved to approve the agenda. Eniko Gold seconded. The Motion carried 4-0, by the following roll call vote:

**AYES:** Governing Board members, Gold, Honig, Weintraub and Wolf.

**NOES:** None.

3 – Public Comment Period: There were no public comments.

4 – Consent Calendar: A) April 15, 2025, Draft Minutes; and B) May 2025 Financial Report.

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

**AYES:** Governing Board members, Gold, Honig, Riggins, Weintraub and Wolf.

**NOES:** None.

5.A – Tommy Newman, Chief of Staff at the Los Angeles County Affordable Housing Solutions Agency, provided an overview of the agency and outlined permissible uses for the \$393,000 in Measure A funds the COG will receive annually from LACAHS. No action was taken by the Governing Board.

5.B – Proposed County Emergency Briefings for Cities – Eniko Gold presented the item for Laura McCorkindale to LA County Division. No action was taken by the Governing Board.

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

5.D – City Updates: The city managers and Governing Board members provided comments.

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

6.B – Los Angeles County Fire Department: Megan Currier provide an update from LA County Fire.

6.C – Los Angeles County: No one was present from Supervisor Horvath’s office.

6.D – California Highway Patrol: No one was present from CHP.

6.E – Cal Cities: Jeff Kiernan provided the legislative update from Cal Cities.

6.F – Updates from Legislative Staff and Agency Partners: Nancy Frawley provided an update from Assemblymember Irwin’s office, Nick Fox Robbins provided an update from Metro, Jason Low provided an update from AQMD and Josh Torres provided an update from SCE.

7.A – Los Angeles County Local Solution Funds Statement of Work for 25/26 Homeless Funding. The Executive Director reported that the SOW and Budget approved by the Governing Board at the May 2025 meeting did not allocate \$68,257, which was to be carried forward. A meeting with the LA County Homeless Initiative Team revealed all funds must be programmed into the SOW and Budget. The County suggested using the \$68,257 for Problem Solving efforts to help homeless individuals and families secure or maintain housing. The Revised SOW and Budget now includes this amount for Problem Solving.

ACTION: Jeremy Wolf moved to approve the Revised 25/26 Homeless Funding Statement of Work and Budget, as presented. Marianne Riggins seconded. The Motion carried 5-0, by the following roll call vote:

AYES: Governing Board members, Gold, Honig, Riggins, Weintraub and Wolf.

NOES: None.

8. – Comments and Request for Future Agenda Items: Governing Board member Riggins requested the COG consider an area-wide shuttle service.

9. – Future Meeting Dates: Acting Chair Honig announced the Technical Advisory Committee will meet on June 4 and the Governing Board will be meeting on June 17, 2025. Both meetings begin at 8:30 AM and will be held virtually via Zoom.

10. – Adjournment: Acting Chair Honig adjourned the meeting at 10:04 AM in honor of Bill McSweeney, a long-time resident of Westlake Village and husband of Councilmember Sue McSweeney. Bill McSweeney previously served as captain of the Lost Hills Sheriff's Station and was a member of the Los Angeles County Sheriff's Department for over forty years.

Respectfully submitted,

Terry Dipple  
Executive Director



Agoura Hills, CA

# Detail Report Account Detail

Date Range: 05/01/2025 - 05/31/2025

Account	Name					Beginning Balance	Total Activity	Ending Balance
<b>Fund: 096 - COG Fund</b>								
<u>096-0000-391010</u>								
COG Revenue						-404,830.86	-106,464.43	-511,295.29
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	<b>Running Balance</b>
05/05/2025	CLPKT11341	00036030		Metro MISCELLANEOUS REVENUE Metro..			-13,283.81	-418,114.67
05/05/2025	CLPKT11341	00036030		Metro MISCELLANEOUS REVENUE Metro..			-13,283.81	-431,398.48
05/05/2025	CLPKT11341	00036030		Metro MISCELLANEOUS REVENUE Metro..			-13,283.81	-444,682.29
05/22/2025	CLPKT11389	00036348		Metro MISCELLANEOUS REVENUE Metro..			-19,380.00	-464,062.29
05/29/2025	CLPKT11405	00036427		County of Los Angeles MISCELLANEOUS ...			-47,233.00	-511,295.29
<u>096-4190-552000</u>								
Contract Services						476,001.52	77,766.90	553,768.42
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	<b>Running Balance</b>
05/01/2025	APPKT03359	050125	117740	COG Services - April 2025	07404 - Vivian Rescalvo		12,752.45	488,753.97
05/01/2025	APPKT03359	050125	117709	COG Services - April 2025	07352 - Jessica Flores		2,000.00	490,753.97
05/01/2025	APPKT03359	050125	117703	COG Services - April 2025	06798 - Gabriel M. Graham		7,733.00	498,486.97
05/01/2025	APPKT03359	050125	117737	COG Services - April 2025	04965 - Terry Dipple		16,398.00	514,884.97
05/29/2025	APPKT03381	052925	117897	COG Services May 2025	04965 - Terry Dipple		16,398.00	531,282.97
05/29/2025	APPKT03381	052925	117872	COG Services May 2025	06798 - Gabriel M. Graham		7,733.00	539,015.97
05/29/2025	APPKT03381	052925	117900	COG Services May 2025	07404 - Vivian Rescalvo		12,752.45	551,768.42
05/29/2025	APPKT03381	052925	117875	COG Services May 2025	07352 - Jessica Flores		2,000.00	553,768.42
<b>Total Fund: 096 - COG Fund:</b>						<b>Beginning Balance: 71,170.66</b>	<b>Total Activity: -28,697.53</b>	<b>Ending Balance: 42,473.13</b>
<b>Grand Totals:</b>						<b>Beginning Balance: 71,170.66</b>	<b>Total Activity: -28,697.53</b>	<b>Ending Balance: 42,473.13</b>

Agenda Item 4.B  
(Consent Calendar)

### Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
096 - COG Fund	71,170.66	-28,697.53	42,473.13
<b>Grand Total:</b>	<b>71,170.66</b>	<b>-28,697.53</b>	<b>42,473.13</b>

**Governing Board Agenda Report**

**DATE:** June 17, 2025  
**TO:** Governing Board and Alternates  
**FROM:** Terry Dipple, Executive Director  
**SUBJECT:** Appointment to Metro San Fernando Valley Service Council

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**OVERVIEW**

The purpose of this report is to provide the Governing Board with the status of COG's representative on the Metro San Fernando Valley Service Council and recommend appointment of Marianne Riggins, COG Governing Board member and Malibu Mayor.

**BACKGROUND**

The San Fernando Valley Service Council was established in 2003 and consists of members nominated by Los Angeles County Supervisors Lindsey Horvath (3rd District) and Kathryn Barger (5th District), the Mayor of Los Angeles (4 representatives), the Las Virgenes-Malibu Council of Governments, and the East Valley cities cluster of Burbank, Glendale, and San Fernando, and appointed by Metro's Board of Directors.

The term for the Las Virgenes-Malibu Council of Governments representative on the Metro San Fernando Valley Service Council expires at the end of this month. Service Council Bylaws require that nominees live, work, or represent the region; the seat does not have to be filled by an elected official but can be. Representatives should understand public transit services and passenger needs within their region and ride public transit at least monthly. Service Council Members may serve more than one three-year term. The SFV Service Council typically meets on the first Wednesday of each month at 6:30 p.m. at the Marvin Braude Constituent Center in Van Nuys; meetings usually last two hours.

**RECOMMENDED ACTION**

That the Governing Board appoint Marianne Riggins as the COG representative to the Metro San Fernando Valley Service Council effective July 1, 2025.

**Governing Board Agenda Report**

**DATE:** June 17, 2025  
**TO:** Governing Board and Alternates  
**FROM:** Terry Dipple, Executive Director  
**SUBJECT:** Executive Director's Project Update

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**OVERVIEW**

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

**Regional Smart Cities Fiber Network Project**

Following a recent meeting with Jory Wolf and the Magellan/Entrust team to further discuss the revisions that need to be made to the Bid Package, I asked Jonathan Smith and the Anser/Accenture team to review the Design Engineering and Bid Package that was prepared by Magellan/Entrust to determine if the deliverables submitted to the COG were complete in accordance with the contract. The attached memo to Jory Wolf, Magellan/Entrust and dated June 6 outlines what must be completed before we can re-bid the project. Jory Wolf confirmed that his team is reviewing the memo and will respond the week of June 16. I will provide more information at the Governing Board meeting.

**Measure A and Affordable Housing Funding** – The Governing Board approved the Budget and Statement of Work for the \$620,337 from the County. Measure A also includes funding for affordable housing, prevention efforts, and renter support. Measure A allocates 35.75% of funding to the LA County Affordable Housing Solutions Agency (LACAHSAs), established by SB 6792, to support affordable housing and homelessness prevention. Recently, this allocation was discussed with city managers last week to request direction. Subsequent meetings were held with Michael Klein, Community Development Director of Calabasas, regarding their renter assistance program, and Susan Duenas, Public Safety Manager of Malibu. Further discussions will be conducted with community development directors to address prevention efforts and renter support programs. LACAHSAs anticipates distributing the funding Memorandums of Understanding (MOUs) to the Councils of Governments (COGs) later this month. Updates on options will continue to be discussed with city managers and LACAHSAs, and a recommendation on how to allocate the \$393,000 expected to be received by the COG will be presented at the July Governing Board meeting.

**Measure M Funding** – I met with the COG's Highway Working Group on May 29 to discuss Measure M allocations for each city. The 26/27 Measure M allocation to the COG is \$13,926,995. I prepared a preliminary plan which allocates an additional \$4.5 million to the Fiber Project in case the low bid is still over the \$14.5 million currently programmed. The remaining \$9.4 million would be allocated as follows: Agoura Hills \$2,281,340, Calabasas \$2,583,005, Hidden Hills \$197,968, Malibu \$1,414,054, Westlake Village \$933,275 and LA County \$2,017,383.

**California Community Foundation is Hosting the LA County COG Executive Directors** – The purpose of the in-person meeting is to provide an overview of the foundation as well as learn more about the following: LA n Sync (a civic initiative designed to spur innovation and attract funding, including grant writing support) and CA Jobs First (workforce development initiative). The meeting will be held on Monday, June 23, 3:00 PM, at CCF's office, in Downtown LA. I will update the Governing Board following the meeting.

**COG Website and Meeting Videos** – We successfully transitioned with Calabasas staff for website management and posting meeting videos on the COG's YouTube Channel. I will be working with them to update the website. My thanks to Annie Krdilyan for her help.

**Executive Director's Contract** – I recently established a California C Corporation for personal tax planning, with myself as the sole owner and employee. This change does not affect my role or responsibilities with the COG. I informed city managers at our recent meeting and was advised to discuss it with Larry Weiner, COG counsel, who is preparing a new contract for your consideration at the next Governing Board meeting. My current contract expires June 30, 2025. I will continue to serve as the corporation's representative to the COG and fulfill my duties as usual. Should you have any questions, I am available to provide additional information.

MEMO

DATE: June 6, 2025  
TO: Jory Wolf  
FROM: Terry Dipple, Executive Director, Las Virgenes-Malibu COG  
SUBJECT: Requirements to Revise Design Documents to Meet Contractual Scope of Work

After several meetings and calls with you about the constructability review of Magellan Advisors, LLC's design submittals for the Regional Smart Cities Fiber Network, we've found multiple deficiencies that prevent the design from meeting the Scope of Work in Exhibit A of our agreement.

Summary of Deficiencies

Per the Task 1 Deliverables, Magellan was to provide:

"Geodata files, maps and accompanying files for a 30% High Level Design, 60% Low Level Design, 90% Full Design, and a final design including a Bill of Materials, PE Stamps, Construction Drawings, Permits, Specifications, and a Bid Package."

The current deliverables do not meet the standards for final design as defined above. Specifically:

1. **Absence of PE-Stamped Plans:** The construction drawings have not been stamped or signed by a licensed California Professional Engineer, which is a critical requirement for permitting and bidding public works.
2. **Lack of As-Built Utility Information:** The design does not include existing utility data or field-verified conditions to support safe and conflict-free construction.
3. **Missing Specifications and Permitting Documentation:** No specifications or permit requirements were provided, though both are clearly identified as deliverables in the final design scope. This omission significantly impedes our ability to advance the project.
4. **Overly Prescriptive Construction Method:** The requirement to bore all fiber segments without design flexibility contradicts the value-engineering and constructability goals outlined in the scope. Contractors must be allowed to apply methods based on field knowledge, permitting constraints, and site conditions.
5. **Non-Responsive Bid Outcome:** The deficiencies in design completeness and clarity are a likely contributing factor to the lack of responsive bids. The bid package, in its current form, is not suitable for competitive procurement or public construction.

Additionally, upon further review of the Feasibility Study critical permitting and engineering coordination data with supporting data including financials, geodata, and institutional mapping appear to be absent.

#### Required Actions

Magellan is contractually obligated to complete the design and deliverables as defined under Task 1. We request that Magellan immediately take the following actions to bring the work into compliance:

- Submit PE-stamped construction drawings suitable for permitting.
- Incorporate field-based as-built utility information.
- Provide complete specifications, permitting documentation, and bid-ready construction plans.
- Revise design approach language to allow flexibility in construction means and methods.
- Submit a comprehensive and updated Bill of Materials.

These deliverables are not new or out-of-scope—they are clearly required under the existing contract. LVMCOG does not consider this corrective work to be subject to additional compensation, as the original deliverables remain incomplete.

I appreciate your prompt attention to this matter and look forward to receiving a revised design package that enables the project to move forward to permitting and construction.



**TO: LAS VIRGENES MALIBU CITIES COG BOARD OF DIRECTORS**  
**FR: JEFF KIERNAN, LEAGUE OF CALIFORNIA CITIES**  
**RE: CAL CITIES UPDATE FOR 6/17/2025 MEETING**

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### ADVOCACY UPDATE –NEW LEGISLATIVE WEBINAR

Legislators are now focused on passing a State Budget by the June 15 deadline, which falls on a Sunday this year and will probably see a rare weekend session to finalize the framework of the main budget bill. After passage of the main budget bill, the legislature will continue to work on budget trailer bills and other legislative priorities up until they leave for summer recess from July 18 – August 18.

With just four weeks of legislative action left after the summer recess, Cal Cities is hosting another webinar to maximize your advocacy during and after the summer recess. That webinar will be on **Tuesday, July 29 from 1:30 – 3 PM** and you can register for that session [HERE](#).

### LOS ANGELES COUNTY DIVISION ADVOCACY UPDATE

The Los Angeles County Division has directly engaged on 4 bills this year. Two of the bills we are supporting—**AB 1** and **AB 888**—are focused on wildfire resilience and insurance affordability.

- [AB 1](#) would require the Department of Insurance to regularly update the *Safer from Wildfire* regulations, with the goal of helping stabilize—and ultimately reduce—the cost of fire insurance.
- [AB 888](#) would establish the *California Safe Homes Grant Program*, offering funding to property owners to harden their homes against wildfire threats.

The Division is also opposing [AB 470](#), Assembly Member McKinnor's second attempt to allow AT&T and other telecom companies to relinquish their responsibility as the carrier of last resort. In our opposition letter, we emphasized the need for greater investment in landline infrastructure, particularly in fire-prone communities that rely on landlines for emergency communications during power outages.

The Division is closely monitoring [SB 220 \(Allen\)](#), a bill proposing to expand the LA County Metro Transit Board in response to the expansion of the LA County Board of Supervisors under Measure G. Senator Allen has made this a two-year bill in order to assess the implications of an expanded Board of Supervisors and Metro Board. The Division is engaged with the Senator to ensure that city voices are not diluted in whatever form the expanded Metro Board takes.

The Division has also requested meetings with each of the LA County Board of Supervisors to discuss the closure of the LA Central Men's Jail facility and advocate for a replacement of that facility to take the form of a modern Care First Treatment Campus.

## UPDATE ON CAL CITIES PRIORITY BILLS AND ACTION ALERTS

A lengthy list of the Cal Cities HOT, sponsored, and priority bills can be found [HERE](#).

Updates on Cal Cities Action Alerts are below:

Cal Cities issued Action Alerts requesting urgent action from our members on several pieces of legislation, including:

1. **SB 79 (Wiener) Transit Orientated Development - OPPOSE**

This measure would require cities to approve higher-density residential projects up to 7 stories near public transit stops ministerially regardless of local zoning codes, limit the use of local development standards on the proposed project, and allow transit agencies full land authority over residential and commercial development on property they own or lease with no requirement for affordable housing built in.

**Status:** Assembly Desk. SB 79 passed off the Senate Floor on Tuesday evening, see how your senator voted [HERE](#). Please now shift your advocacy to your assembly member and seek a commitment from them to vote NO.

2. **AB 650 (Papan) Planning and Zoning: Housing Element: RHNA – SPONSOR / SUPPORT**

This bill would allow local governments to begin the housing element update process six months earlier, provide greater certainty and reduce ambiguity in the housing element review process, and ensure that local governments have adequate time to respond to the California Department of Housing and Community Development's (HCD) review letters.

**Status:** Senate Rules

## ANNUAL CONFERENCE REGISTRATION OPEN NOW

Registration is now open for the **Cal Cities 2025 Annual Conference and Expo at the Long Beach Convention Center this October 8 – 10**. Don't miss this largest gathering of California city officials anywhere, featuring inspiring keynote speakers and presentations on important topics for local leaders, along with numerous opportunities to network and share information.

There will also be an opportunity to start off the conference by connecting with your regional colleagues at the Los Angeles County Division meeting luncheon on October 8 from 11:30 AM – 1 PM (registration for that lunch will open soon).

If you plan to stay in Long Beach for the Conference, I highly recommend you register now to gain access to our discounted lodging block, WHICH WILL SELL OUT QUICKLY.

[Registration and Details HERE](#)

## UPCOMING EVENTS

- [July 29 from 1:30 – 3 PM: Crunch Time at the Capitol: Key Bills for Cities After Summer Recess](#)
- [August 7 from 6 – 8:30 PM: Los Angeles County Division Installation & Dinner \(Palos Verdes Estates\)](#). Join the LA County Division as we install and celebrate our Los Angeles County Division Board of Directors. The nominating committee has recommended Britt Huff from Rolling Hills Estates to be installed as President, Ana Maria Quintana from Bell as Vice President, Bill Uphoff from Lomita as Secretary/Treasurer, and James Bozajian from Calabasas as State Director. Las Virgenes Malibu Cities COG

representative Laura McCorkindale from Hidden Hills and our other COG representatives will also be installed.

- [Registration Now Open! October 8 – 10 in Long Beach: The League of California Cities Annual Conference and Expo. \(Long Beach Convention Center\)](#)

*Looking for live links? Access this file electronically using this QR code ->*



**Subject:** SCAG Update June 2025  
**To:** LVMCOG Executive Director and Governing Board  
**From:** Rachel Wagner, SCAG Senior Government Affairs Officer  
[wagner@scag.ca.gov](mailto:wagner@scag.ca.gov) ; (805) 276-0429

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## Highlights of the Regional Council Meeting

### ACTION

On June 5, the SCAG Regional Council adopted the Resilience Action Resolution, outlining several ongoing and upcoming SCAG efforts to increase resilience and support a thriving and prosperous region. The Regional Council adopted the Resilience Action Resolution in response to an increasing number of events and natural disasters impacting the region's communities, infrastructure, economy, and natural environment. To read more about SCAG's new Regional Action Resolution, read the [June staff report](#).

The June Regional Council meeting also featured a panel discussion (pictured above) on advancing local and regional resilience. The panel featured speakers actively working to advance planning and implementation efforts that strengthen community and infrastructure resilience to hazards:

- Lisa Colicchio, Director of Sustainability, Metrolink
- Mason Thurmond, Manager, Ventura Regional Fire Safe Council

The panel discussion focused on lessons learned, funding strategies, and collaborative models advancing resilience in the region. More information about the panel presentation is also available in the [June staff report](#).

### NEWS FROM THE PRESIDENT

#### SCAG Visits the Nation's Capital for Lobby Day

President Cindy Allen led a small delegation of SCAG leadership to Washington, D.C., on May 19-22, to advocate for [SCAG's federal legislative priorities](#), including dedicated funding for the 2028 Summer Olympic and Paralympic Games, critical housing programs, resiliency efforts, and [Regional Council-adopted](#) Surface Transportation Reauthorization priorities.

President Allen was joined by Second Vice President Jenny Crosswhite (Santa Paula) and Regional Council members Jan Harnik (Palm Desert) and Thomas Wong (Monterey Park).

The trip began with a series of meetings with members of SCAG's Congressional delegation and staff, and concluded with SCAG's annual California Transportation Reception, co-hosted by the Metropolitan Transportation Commission. The time-honored event, held in the House Transportation and Infrastructure Committee Room, brings together California's transportation leaders and stakeholders in the nation's capital to network and discuss issues of importance to California's transportation and infrastructure needs. The reception drew more than 200

attendees, including members of California's Congressional delegation and legislative and committee staff. House Transportation and Infrastructure Committee Ranking Member Rick Larsen (D-Washington State) joined as guest speaker.

## **NEWS FROM THE EXECUTIVE DIRECTOR**

### **Connect SoCal 2024 Update: CARB Accepts Sustainable Communities Strategy**

On May 7, the California Air Resources Board (CARB) informed SCAG that it had accepted SCAG's determination that the Connect SoCal 2024 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) meets CARB's greenhouse gas (GHG) emission reduction targets. CARB's acceptance ensures transportation projects in the SCAG region remain eligible for Senate Bill 1 funding programs.

However, the lengthy review process highlights SCAG's concerns about the need to revisit Senate Bill 375 to better support SCS implementation. On May 21, CARB hosted a statewide workshop on updating the GHG targets for the next RTP/SCS cycle. SCAG submitted a joint public comment letter reiterating concerns about the applicability of the scoping plan scenario to metropolitan planning organization (MPO) targets and the need for clarity on the technical assumptions guiding both target-setting and SCS evaluation. SCAG and other MPOs have requested CARB maintain current targets. Given economic and demographic challenges, along with restrictions on crediting electric vehicle transition, MPOs face growing difficulties meeting current targets.

CARB plans to release a draft target report in fall 2025, followed by a final report and environmental assessment in spring 2026. Updated targets will apply to SCAG's next SCS, expected in 2028. SCAG will continue to engage with CARB throughout the process and provide updates to policy committees after releasing the draft report.

[Subscribe online](#) to stay informed about key developments and upcoming opportunities as we collaborate to implement Connect SoCal 2024.

### **SCAG Hosts Inaugural Regional Transportation Demand Management Forum to Prepare for LA28 Games**

On May 7, SCAG hosted its first Regional Transportation Demand Management (TDM) Forum at SCAG's Downtown Los Angeles office and via Zoom.

Working with the Games Mobility Executive (GME) partners—including the Los Angeles Mayor's Office, the Los Angeles County Metropolitan Transportation Authority, the Los Angeles Department of Transportation, Caltrans, and Metrolink—SCAG is leading the GME TDM Subcommittee to coordinate TDM initiatives across the region for the 2028 Summer Olympic and Paralympic Games.

TDM encompasses a range of strategies designed to reduce demand for roadway travel, particularly by single-occupancy vehicles, by encouraging more efficient transportation options, such as biking, walking, public transit, carpooling, and vanpooling. SCAG is also advancing freight TDM strategies to reduce the effect of event-related congestion on local logistics operations, as well as employing strategies to reduce the effects of last-mile delivery on access to and around venue locations.

The LA28 Games will be an opportunity to rethink transportation networks in Southern California. Recognizing the need to engage regional partners in this work, SCAG established this Regional TDM Forum to begin the significant coordination required for a successful LA28 Games. Topics of discussion included LA28 Games's mobility framework, existing conditions, and partner efforts.

The Regional TDM Forum will be an advisory group, coordinating and collaborating on planning, development, and implementation of regionwide TDM strategies for the LA28 Games. TDM can contribute to a cohesive regional strategy to optimize transportation options, reduce congestion, and enhance mobility across the region during the LA28 Games and support enduring modal shifts and emissions reductions.

Future forum discussions will cover partnership and funding opportunities, regional partner planning and pilot project updates, and steps toward regional TDM coordination.

## **UPCOMING MEETINGS**

### **JUNE**

**17th** Legislative/Communications and Membership Committee  
**24th** Transportation Conformity Working Group

### **JULY**

**2nd** Executive/Administration Committee  
**3rd** Regional Council and Policy Committees Postponed  
**4th** Independence Day (SCAG Offices Closed)  
**15th** Housing Working Group  
**22nd** Transportation Conformity Working Group  
**23rd** Modeling Task Force  
**30th** Regional Transit Technical Advisory Committee

**Governing Board Agenda Report**

**DATE:** June 17, 2025  
**TO:** Governing Board Delegates and Alternates  
**FROM:** Terry Dipple, Executive Director  
**SUBJECT:** Proposed Annual Budget for Fiscal Year 2025/2026

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**OVERVIEW**

I am pleased to present the proposed annual budget for Fiscal Year 2025-2026 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 proposed Fiscal Year 2025-2026 budget is attached, as Exhibit A.

**RECOMMENDED ACTION**

That the Governing Board consider the revenue and expenditures in the proposed annual budget for Fiscal Year 2025-2026 and make changes or adopt as presented.

**SUMMARY OF FISCAL YEAR 2025-2026 REVENUES:      \$519,218**

Member Dues	125,000
County Grant for Outreach Coordinator	97,075
COG/Metro MOU for Board Deputy	165,782
Metro Meas. M Planning Reimbursement	95,000
County Grant for Homeless Admin Support	36,000

Revenue in the Proposed Annual Budget for Fiscal Year 2025-2026 maintains a balanced budget. Member dues will be maintained at \$25,000. The last increase was in 2020 when it was increased from \$20,000. Additional revenue includes: \$97,075 from Los Angeles County for the COG's homeless outreach coordinator, \$36,000 from Los Angeles County for part-time homelessness administrative support, \$165,782 for COG/Metro annual MOU for Vivian Rescalvo who serves as the Metro Board Deputy to Ara Najarian, and \$95,000 is projected from Los Angeles County Metropolitan Transportation Authority (Metro) for Measure M Subregional planning and programing activities by the COG Executive Director.

**SUMMARY OF FISCAL YEAR 2025-2026 EXPENSES:       \$504,742**

Executive Director	206,616
Homeless Outreach Coordinator	97,075
Metro Board Deputy/Consultant	159,151
Homeless Admin Support	36,000
Liability Insurance	4,900
COG Counsel	1,000

Expenses in the Proposed Annual Budget for Fiscal Year 2025-2026 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 \$196,776. A 5% increase is proposed. The COG acts as a facilitator for payment to Ara Najarian's, Metro Board Deputy, Vivian Rescalvo. Under the current MOU, the COG will receive \$165,782 and retains a 4% administrative fee in the amount of \$6,631 for administrative costs associated with the MOU. This arrangement with Metro has been in place since January 1, 2015. Additional expenses for Fiscal Year 2025-2026 include Homeless Outreach Coordinator \$97,075, which includes a 5% increase and homeless administrative support \$36,000, both of which are reimbursed by LA County through the 25/26 Local Solutions Fund Homeless Grant. The COG's liability insurance is expected to be \$4,900 and \$1,000 for legal services.

**BUDGET HIGHLIGHTS FROM 2024/2025**

This last year saw many accomplishments for the COG including:

**Measure M and Measure R Funding** – The goal of the COG's Measure M and R projects is to improve the operation and safety of the region's streets highways by reducing vehicular delays and improving the safety for both motorists and pedestrians. Projects have included bridge/on-off ramp construction and modifications, pedestrian safety improvements such as sidewalks and signal safety projects. This program is funded with the Measure M and R sales tax approved by Los Angeles County voters in 2008 and 2016. Since 2008, the COG has received more than \$250 million for city and county projects. The COG has exhausted its Measure R funds; however, Measure M funding will continue to be allocated to the COG with a 3% annual increase and there is no "sunset provision."

**Goals and Priorities** – The Governing Board has discussed continuing to focus on transportation funding, homelessness and emergency preparedness.

**Public Safety** – The City Managers and Governing Board continue to receive regular briefings from the Captain of the 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 legislative session. The COG continues to receive monthly briefings from Jeff Kiernan, Cal Cities, Daniell Vicenti from Supervisor Horvath's office, Nick Faries from Senator Allen, Nancy Frawley from Assemblymember Irwin's office and Congresswoman Brownley'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. The Executive Director has part-time administrative support for preparing County invoices, reports, etc.

**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 have increased the individual and collective influence of all the COGs.

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

**SCAG** – Calabasas Councilmember David Shapiro continues to represent the COG on the SCAG Regional Council. 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.

**ATTACHMENT: Proposed 25/26 Annual Budget**

**Proposed Las Virgenes-Malibu COG Annual Budget  
Fiscal Year 2025-2026**

<b>Projected Revenue</b>		<b>519,218</b>
City Dues @ \$25,000	125,000	
Metro for Board Deputy/Consultant	165,782*(1)	
Metro Meas. M Planning Reimbursement	95,000*(2)	
LA County Homeless Grant (Gabriel)	97,075	
LA County Homeless Grant (Admin. Support)	36,000	

<b>Projected Expenses</b>		<b>504,742</b>
Executive Director	206,616*(3)	
Metro Board Deputy/Consultant	159,151*(1)	
Homeless Outreach Coordinator	97,075	
Homeless Admin. Support	36,000	
Liability Insurance	4,900	
COG Counsel	1,000*(4)	

**Budget Notes\***

- 1) The COG is reimbursed through a MOU with Metro for Vivian Rescalvo's position as Board Deputy to Ara Najarian, Metro Board and receives a 4% administrative fee for facilitating the monthly payments.
- 2) The COG is reimbursed quarterly by Metro for the Executive Director's Measure M-related planning and programming activities which include meetings with cities, consultants, Metro, etc.
- 3) Proposed 5% increase for the Executive Director's 25-26 contract.
- 4) Less than \$1,000 was spent. Therefore, the projected expenses for legal services were reduced for 25-26.

**Governing Board Agenda Report**

**DATE:** June 17, 2025  
**TO:** Governing Board and Alternates  
**FROM:** Terry Dipple, Executive Director  
**SUBJECT:** Annual Contract Extensions for COG Independent Contractors

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**OVERVIEW**

This report updates the Governing Board on the annual contracts of independent contractors Gabriel Graham (Homeless Outreach Coordinator), Jessica Flores (Part-Time Homeless Administrative Support), and Vivian Rescalvo (Metro Board Deputy to Ara Najarian). Extensions of one year are proposed for all three, and the COG is fully reimbursed for these contracts.

**RECOMMENDED ACTION:** Approve annual contract extensions for Gabriel Graham, Jessica Flores and Vivian Rescalvo and authorize the President to sign the contract extensions.

**BACKGROUND**

Gabriel Graham began working for the COG in March 2020 and received an annual contract extension. A 5% increase to his base contract for services is included. There is no increase in his phone and car allowance. Jessica Flores began working for the COG in July 2022 and received an annual contract extension. Both contracts are reimbursed through the COG's Los Angeles County Homeless Grant. Vivian Rescalvo is Ara Najarian's Metro Board Deputy. The COG has a MOU with Metro for contract reimbursement. This arrangement has been in place since January 2015.

**ATTACHMENTS:**

- Contract Extension for Gabriel Graham
- Contract Extension for Jessica Flores
- Contract Extension for Vivian Rescalvo

## **Vivian Rescalvo Contract Extension**

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

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2025, 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, 2025 and shall terminate at midnight on June 30, 2026, 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 \$13,262.58 (thirteen thousand two hundred sixty-two dollars and fifty eight 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) 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**

If 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 always 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 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: \_\_\_\_\_  
Penny Sylvester, President, Governing  
Board

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

ATTEST:

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

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;
- 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;
- 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 \_\_\_\_\_, 2024, at \_\_\_\_\_, California.

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

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

Consultant's Title: \_\_\_\_\_

## **Jessica Flores Contract Extension**

## **CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT (the "Agreement") is dated this 1<sup>st</sup> day of July, 2025.**

### **CLIENT**

Las Virgenes-Malibu Council of

Governments

6165 Spring Valley Road, Hidden Hills,  
CA 91302

(the "Client")

### **CONSULTANT**

Jessica Flores

375 Atlantic Ave. Apt 506, Long Beach,  
CA 90802

(the "Consultant")

## **BACKGROUND**

**A.** The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.

**B.** The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement and the Example of Job Duties, attached as Exhibit A.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## **SERVICES PROVIDED**

**1.** The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

Administrative Support for the Las Virgenes-Malibu COG Executive Director relating to homeless programs, services, reporting and funding.

**2.** The Services will also include any other administrative services pertaining to homelessness consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## **TERM OF AGREEMENT**

**3.** The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until July 1, 2026, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

**4.** If either Party wishes to terminate this Agreement prior to July 1, 2026, that Party will be required to provide 30 days' written notice to the other Party.

## **PERFORMANCE**

**5.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

**6.** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

**7.** The Consultant will charge the Client for the Services at the rate of \$3,000 per month (the "Compensation").

8. The Client will be invoiced every month.

9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

10. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

#### **CONFIDENTIALITY**

11. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

13. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

#### **RETURN OF PROPERTY**

16. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

17. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant

during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

### **NO RIGHT OF SUBSTITUTION**

18. Except as otherwise provided in this Agreement, the Consultant may not engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement.

### **AUTONOMY**

19. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

### **EQUIPMENT**

21. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

### **NO EXCLUSIVITY**

22. The Parties acknowledge that this Agreement is non-exclusive and that Consultant will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

### **NOTICE**

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Terry Dipple, Executive Director  
Las Virgenes-Malibu Council of Governments  
6165 Spring Valley Road, Hidden Hills, CA 91302
- b. Jessica Flores  
375 Atlantic Ave Apt 506, Long Beach, CA 90802

Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

**24.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **MODIFICATION OF AGREEMENT**

**25.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

**26.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

**27.** The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

**28.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

**29.** This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

**30.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

**31.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

**32.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

**SEVERABILITY**

**33.** If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

**34.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 1st day of July 2025.

**Las Virgenes-Malibu Council of Governments**

\_\_\_\_\_  
Penny Sylvester, President

**Consultant**

\_\_\_\_\_  
Jessica Flores

## **Gabriel Graham Contract Extension**

**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, 2025 – June 30, 2026) at the rate of 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 \_\_\_\_\_, 2025

LAS VIRGINES-MALIBU COUNCIL OF GOVERNMENTS

By \_\_\_\_\_

Penny Sylvester, President

CONSULTANT

By \_\_\_\_\_

Gabriel Graham

## Exhibit A

### Gabriel Graham Monthly Compensation, effective July 1, 2025

Monthly Fee for Services:	\$7,490.
Monthly Car Allowance:	\$500.
Monthly Phone Allowance:	<u>\$100.</u>
MONTHLY TOTAL	\$8,090.