



**VENTURA COUNCIL
OF GOVERNMENTS**

AGENDA
VENTURA COUNCIL OF GOVERNMENTS
SPECIAL ADMINISTRATIVE COMMITTEE
(ZOOM Conference Call)
Friday, September 4, 2020, 10:00 a.m.
VIA ZOOM

AGENDA REPORTS AND OTHER DISCLOSABLE PUBLIC RECORDS RELATED TO OPEN SESSION AGENDA ITEMS ARE AVAILABLE ON THE VCOG WEBSITE UNDER AGENDA AND MINUTES AT WWW.VENTURACOG.ORG AND AT THE PRINCIPAL VCOG BUSINESS OFFICE LOCATED AT 33 EAST HIGH STREET, SUITE 200, MOORPARK, CALIFORNIA BY APPOINTMENT [(805) 217-9448] DURING REGULAR BUSINESS HOURS, MONDAY THROUGH FRIDAY, 9:00 A.M. TO 4:00 P.M

1. Call to Order
2. Public Statements
3. Adoption of July 23, 2020 Committee Meeting Summary *(Attached)*
4. Executive Director's Report
 - Financial Report *(Attached)*
 - VCOG Contractor Procurement Policy *(Attached)*
5. CLU Proposal – V.C. Family Justice Center *(Attached)*
6. REAP Partnership Project List- REVISED - *(Attached)*
7. Proposed Budget Amendment to Council on September 10 *(Attached)*

INCOME:

- CLU Grant- Appropriation - \$8,000
- REAP Project Funds – Anticipated multi-year SCAG Grant - \$ 432,000.
- REAP Project Funds – Projected remainder of FY 20/21 - \$ 178,255
- 2020 Annual Dinner Sponsor Funds Reserved for 2021 Annual Dinner

EXPENSE:

- REAP FY 20-21 Staffing Contract & Project Costs - \$178,255
- 2020 Annual Dinner Cancellation- (\$12,000)

8. Independent Contractor Agreement for Housing Programs Specialist for REAP *(Attached)*

Adjournment

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file with the VCOG Executive Director and are available for public inspection. If you have any questions regarding any agenda item, contact the Executive Director at (805) 217-9448.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director. Notification 48 hours before the meeting will allow VCOG to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35, 102-35. 104 ADA Title II).

**VCOG ADMINISTRATIVE
COMMITTEE
July 23, 2020
CONFERENCE CALL-
33 E. High St., Ste. 200, Moorpark, CA
93021
Meeting Summary**

ITEM 3

1. Call to Order - 2:03 p.m.

Members On Zoom Call: Chair Parvin, Chair-elect Crosswhite, Immediate Past Chair Adam, At-Large Member Holmgren. Staff on Call: Executive Director Riley; Mina Layba Legislative Affairs Manager, City of Thousand Oaks; Bryan Chong, Assistant to the City Manager, City of Moorpark; Roger Pichardo, Sr. Management Analyst, City of Camarillo.

Guests: Dr. Chris Williamson, AICP, Consultant

2. Public Statements – There were no members of the public.

3. June 25, 2020 Meeting Summary - The meeting Summary of the June 25, 2020 Committee Meeting was approved with clerical corrections.

4. Executive Director's Report –

- **Financial Report-** The Financial Report was presented by Riley. Riley advised that there had been no significant changes to the Financial Reports since the Committee Meeting on June 25. Riley also advised the Committee that he had hired a new accountant (Caroline Carter) to replace Lynne Heuel who is stepping down as our bookkeeper.
- **Cancellation of Annual Dinner** – In view of the changing COVID-19 restrictions regarding indoor dining, a MOTION was made by Member Adam to cancel the 2020 Annual Dinner scheduled for September 24. The motion was SECONDED by Chair Parvin and carried without opposition.

5. VCOG Strategic Plan Update – The committee reviewed a 2nd Draft of the Plan including comments received from committee members since the June 25 Committee discussion. Several committee members provided additional changes and a number of items were questioned and clarified. The committee agreed to provide additional comments by e-mail to Riley in the coming weeks. After some additional discussion, Riley recommended that this Item be continued to the Committee Meeting on October 15, 2020. Riley will continue to work with staff and committee members in the next few months to finalize a plan that can be presented to the Full Council in January 2021.

6. REAP Sub-Regional Partnership –

The committee and staff discussed ideas for possible projects that VCOG can submit to SCAG after obtaining input from member city and county staffs. Input from SCAG's Housing Programs Manager, Ma'Ayn Johnson was also provided. Riley has already made contact with the Ventura County City/County Manager's Group and the Ventura County City Planners Association informing them of the funding opportunity. The initial survey response to SCAG is due early in July with the objective of finalizing approved projects by September.

A MOTION was made by Member Adam that VCOG pursue the REAP Funding available from SCAG and the Admin Committee will come up with the project proposals. The Motion was SECONDED by Member Kildee and passed unanimously.

7. Establish Agenda for November Council Meeting – At the May 28 2020 Committee Meeting, Member Crosswhite had suggested a collaborative project with CLU to evaluate the effectiveness of the newly established Ventura County Family Justice Center. Riley has contacted Dr. Molly George about a potential project with grant funds provided by VCOG. Dr. George was very receptive and had been planning such a research project for some time. With the modified VCOG Meeting Schedule, the full Council will not meet again until November 12 unless a special meeting is called earlier. It was suggested that a well-balanced, action-packed agenda could include a proposal presentation from CLU and finalizing project selections for REAP Funding.

Other topics considered were:

- COVID-19- Where we are now- County Health Department- Dr. Levin
- Law Enforcement Update- Bill Ayub, County Sheriff
- Emergency Funding Opportunities for Homeless Services- County Cof C, Tara Carruth

Riley suggested the Committee should plan to finalize the meeting plans including the Annual Dinner now planned for September 24 for the remainder of the year at their July 23 Committee Meeting.

Member Crosswhite asked Riley to check with VCOG's Insurance Carrier (Alliance) about coverage for a dinner meeting event considering the COVID-19 Social Distancing Requirements that may still come into play.

Adjournment – The Conference Call Concluded and the meeting adjourned at 3:34 p.m.


Next Meeting – September 3, 2020 at 2:00 PM.



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 4a

MEMORANDUM

TO: Administrative Committee
FROM: Hugh R. Riley, Executive Director 
SUBJECT: Financial Report
DATE: September 4, 2020

Recommendation:

Receive and file Financial Report for Period ending August 28, 2020

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period to August 28, 2020

Investments:

The objectives of VCOG's adopted Investment Policy are safety, liquidity, and yield, with the foremost objective being safety. Prudence, ethics, and delegation of authority are the Policy's applied standards of care. Below is a summary of VCOG's investments that comply with the VCOG Investment Policy:

Institution	Investment Type	Maturity Date	Interest-FY to Date- 7/31/20	Rate	Balance
Bank of A	Maximizer 2635	N/A	\$.40	0.03%*	\$47,082.75
Bank of A	CD-91000164558339	7/8/21	\$.48**	0.05%	\$20,332.30

* Variable

** Earned but not paid-(Note: Available interest rate for bank certificates of deposit dropped to 0.05%).

The current balance in the VCOG Operating Fund is \$108,456.94.

ATTACHMENTS: Balance Sheet – As of August 28, 2020
Profit and Loss – July 1, 2020 to August 28, 2020
Budget vs. Actual - July 1, 2020 to August 28, 2020

Ventura Council of Governments

BALANCE SHEET

As of August 28, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5797	-5,790.60
BofA - 9045	108,456.94
BofA CD - 8339	20,331.60
BofA MM - 1346	0.39
BofA MM - 2635	47,082.75
Wells Fargo	0.00
Wells Fargo - 3905	0.00
Wells Fargo - 4715	0.00
Total Bank Accounts	\$170,081.08
Accounts Receivable	
Accounts Receivable (A/R)	1,916.00
Total Accounts Receivable	\$1,916.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$171,997.08
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$171,997.08
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	-8,099.03
Total Accounts Payable	\$ -8,099.03
Other Current Liabilities	
Payroll Liabilities	-1.04
Total Other Current Liabilities	\$ -1.04
Total Current Liabilities	\$ -8,100.07
Long-Term Liabilities	
Unearned Income	6,000.00
Total Long-Term Liabilities	\$6,000.00
Total Liabilities	\$ -2,100.07
Equity	
Opening Balance Equity	111,292.08
Unrestricted Net Assets	3,564.54
Net Income	59,240.53
Total Equity	\$174,097.15
TOTAL LIABILITIES AND EQUITY	\$171,997.08

Ventura Council of Governments

PROFIT AND LOSS

July 1 - August 28, 2020

	TOTAL
Income	
Dues Assessments	64,992.00
Other Types of Income	
Bank Interest	31.18
Total Other Types of Income	31.18
Total Income	\$65,023.18
GROSS PROFIT	\$65,023.18
Expenses	
Contract Services	
Accounting Fees	130.00
Executive Administration	4,812.50
Total Contract Services	4,942.50
Operations	
Advertising	29.38
Website	755.00
Total Operations	784.38
Travel and Meetings	
Meals	55.77
Total Travel and Meetings	55.77
Total Expenses	\$5,782.65
NET OPERATING INCOME	\$59,240.53
NET INCOME	\$59,240.53

Ventura Council of Governments

BUDGET VS. ACTUALS: VCOG ANNUAL BUDGET 7/1/20 - 6/30/21 - FY21 P&L

July 2020 - June 2021

	TOTAL		
	ACTUAL	BUDGET	REMAINING
Income			
Annual Dinner Sponsorship		12,000.00	12,000.00
Annual Dinner Tickets		500.00	500.00
Dues Assessments	64,992.00	64,992.00	0.00
Investments			
Interest-Savings, Short-term CD		450.00	450.00
Total Investments		450.00	450.00
Total Income	\$64,992.00	\$77,942.00	\$12,950.00
GROSS PROFIT	\$64,992.00	\$77,942.00	\$12,950.00
Expenses			
Contract Services			
Accounting Fees	130.00	2,550.00	2,420.00
Audit		5,250.00	5,250.00
Executive Administration	4,812.50	45,000.00	40,187.50
Legal Fees		100.00	100.00
Total Contract Services	4,942.50	52,900.00	47,957.50
Operations			
Printing and Copying		1,000.00	1,000.00
Supplies		400.00	400.00
Website	755.00	1,000.00	245.00
Total Operations	755.00	2,400.00	1,645.00
Other Types of Expenses			
Insurance - Liability, D and O		1,800.00	1,800.00
Total Other Types of Expenses		1,800.00	1,800.00
Travel and Meetings			
Annual Dinner		15,000.00	15,000.00
Conference and Meetings		4,842.00	4,842.00
Travel		1,000.00	1,000.00
Total Travel and Meetings		20,842.00	20,842.00
Total Expenses	\$5,697.50	\$77,942.00	\$72,244.50
NET OPERATING INCOME	\$59,294.50	\$0.00	\$ -59,294.50
NET INCOME	\$59,294.50	\$0.00	\$ -59,294.50




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 4b.

MEMORANDUM

TO: Administrative Committee

FROM: Hugh R. Riley, Executive Director 

SUBJECT: VCOG Contractor Procurement Policy for the Regional Early Action Planning (REAP) Grant

DATE: September 4, 2020

Recommendation:

Review proposed VCOG Contractor Procurement Policy that would only apply to implementation of the Southern California Association of Governments (SCAG) approved REAP grant contract and its projects and tasks, and forward recommendation to full VCOG Council on September 10, 2020

Discussion:

Heretofore, VCOG has not had a formal procurement policy. Such a policy has not been necessary because of the level of purchasing activity within VCOG's operations. Past practice for contract procurement involved staff release of a Request for Proposals (RFP) with a resulting proposal and contract recommendation presented for Council approval.

The opportunity to obtain grant funding for various projects and programs, in particular, the Regional Early Action Program (REAP), will significantly increase the need for contractor services. The REAP grant programs are very time sensitive to the statutory adoption of 2021-2029 Housing Elements by VCOG member jurisdictions. Limited staff and the lack of monthly meetings of the governing body presents a need to provide VCOG Staff with the direction and authority to execute contracts for REAP project services as needed from time to time with dollar amount limitations and the requirement that the VCOG Council ultimately be advised of all contract procurement transactions.

VCOG Resolution No. 2020-4 adopts a Contractor Procurement Policy for the REAP Projects applicable to the expenditure of grant funds provided by REAP. The Policy provides the Executive Director the authority to issue contracts for services for amounts not to exceed \$25,000 without a requirement for competitive bidding so long as the Executive Director confirms that the fee and/or rates are within the customary price range. For amounts over \$25,000, the Executive Director may issue a RFP or may seek three bids by e-mail at his discretion.

All contracts and terms will be reported to the VCOG Board as a consent ratification at the next regular Council Meeting.

SCAG may require that VCOG agree to an "Umbrella" Memorandum of Understanding (MOU) regarding invoices, billing, backup documentation, and use of additional contractors other than the Housing Programs Specialist. The proposed resolution gives the Executive Director the authority to execute a "REAP Grant Umbrella" MOU with SCAG which would be reported to the VCOG Board as a consent ratification at the next regular Council Meeting.

ATTACHMENTS: VCOG Resolution No. 2020-4

ATTACHMENT

VENTURA COUNCIL OF GOVERNMENTS RESOLUTION NO. 2020-04

A RESOLUTION OF THE GOVERNING BODY OF THE VENTURA COUNCIL OF GOVERNMENTS ADOPTING THE VCOG CONTRACTOR PROCUREMENT POLICY FOR THE REGIONAL EARLY ACTION PLANNING (REAP) GRANT

BE IT RESOLVED by the Governing Body of the Ventura Council of Governments as follows:

SECTION 1: The VCOG Governing Body finds it necessary and appropriate to adopt a policy governing the procurement of contract services for **the REGIONAL EARLY ACTION PLANNING (REAP) GRANT** projects and programs within specified guidelines.

SECTION 2: The Governing Body agrees that:

- A. The VCOG Executive Director shall have the direction and authority to issue Requests for Proposals (RFPs) for REAP contract services as necessary.
- B. The VCOG Executive Director shall have the direction and authority to issue and execute REAP agreements for contract services in amounts not to exceed \$25,000.
- C. The VCOG Executive Director shall have the discretion to either seek three bids by e-mail or issue a RFP for REAP subcontract amounts in excess of \$25,000 and shall retain evidence of the bids and/or responses to the RFP.
- D. The VCOG Executive Director is not obligated to choose the lowest bid and shall report the reason for selecting a contractor as part of a consent item report to the Board on SCAG REAP activities at each Board meeting.
- E. Contracts shall obligate VCOG only to funds available from the REAP grants.
- F. All contracts shall include general provisions contained in VCOG Standard Agreements for Independent Contractor Services.
- G. All contracts shall conform to VCOG Fiscal Policies and laws of the State of California.
- H. The Executive Director shall report all contracts issued under this policy to the VCOG Council at the next available regular meeting of the governing body.

SECTION 3: The Governing Body hereby amends Section 1.3 (f) of the Independent Contractor Agreement For Executive Director Services dated May 14, 2020 to authorize the issuance of contracts in conformance with this policy.

PASSED AND ADOPTED this 10th day of September 2020.

Janice Parvin, Chair

Attest:

Hugh Riley, Executive Director




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 5

MEMORANDUM

TO: Administrative Committee

FROM: Hugh Riley, Executive Director 

SUBJECT: CLU Proposal – V.C. Family Justice Center Evaluation Study

DATE: September 4, 2020

Recommendation:

Review Proposal for an \$8,000 VCOG Community Benefit Research Grant from CLU, Department of Criminology and Criminal Justice for Evaluation Study of Ventura County Family Justice Center (VCFJC) and make recommendation to Full on September 10, 2020.

Discussion:

The VCFJC provides invaluable services and support to the most vulnerable members of Ventura County's population who have been victims of family violence, sexual assault, and human trafficking. In the wake of the Covid-19 Pandemic, the need for such services are expected to increase dramatically.

The goal of the Research Study is to provide rigorous, objective assessment of victim's needs and the VCFJC's capacity to provide the necessary assistance and referral to additional resources. Hopefully, the ultimate result will be to use the data developed for crucial problem analysis and needs assessment to create evidence-based policies, programs and practices for VCFJC, as well as a demonstration of worthiness of the VCFJC to receive other state and federal assistance.

The attached proposal provides the evaluation plan, research team, budget, and timeline. Dr. Molly George, Associate Professor, Criminology & Criminal Justice, California Lutheran University, will be available to the Committee to discuss the proposal and answer questions.

ATTACHMENT: CLU Proposal

ATTACHMENT 1

August 11, 2020

Mr. Hugh Riley, Executive Director
Ventura Council of Governments
33 East High Street, Suite 200
Moorpark, CA 93021

Dear Mr. Riley and the Board of Directors:

Thank you for the opportunity to be considered for support by the Ventura Council of Governments (VCOG). As described in our proposal, my research team and I are planning to conduct an evaluation study of the Ventura County Family Justice Center (VCFJC). As you are already aware, the VCFJC provides invaluable services and support to the most vulnerable members of our county who have been victims of family violence, sexual assault, and human trafficking. In the wake of the coronavirus pandemic, the need for such services are expected to increase. Our goal is to provide rigorous, objective assessment of victims' needs and the VCFJC's capacity to provide the necessary help. The director of the VCFJC, Mike Jump, is enthusiastic about our project and we are eager to begin.

Our research team is requesting \$8,000 to support our evaluation study. A contribution from VCOG would provide us with the jumpstart we need to carry out our research. We greatly appreciate the council's strong track record of supporting academic-community partnerships. Our collaboration will create an opportunity to use data for crucial problem analysis and needs assessment. The ultimate goal is to use this knowledge in order to create evidence-based policies, programs, and practices for VCFJC, as well as for the benefit of all members of Ventura County.

A description of our evaluation plan, research team, budget and timeline is attached. Please reach out if I can provide additional information or answer any questions you may have. Thank you again for considering our proposal.

Best regards,

Molly George

Molly George
Associate Professor
Criminology & Criminal Justice
California Lutheran University

California Lutheran UNIVERSITY

When Home is Not A Safe Haven:

Acute Needs Assessment of the Ventura County Family Justice Center in the time of COVID-19

Grant Proposal: Ventura Council of Governments (VCOG)

Principal Investigator: Dr. Molly George, Department of Criminology & Criminal Justice

Background

Survivors of family violence,¹ sexual assault and human trafficking have complex needs that often must be addressed by various different criminal justice and social service agencies. The Family Justice Center (FJC) model, therefore, emerged as a way to more effectively assist such survivors by offering wraparound services from multidisciplinary helping agencies in one location.² The Department of Justice has identified FJCs as a “best practice” in the field of domestic violence intervention and prevention services.³

Based on this model, the District Attorney’s office opened the Ventura County Family Justice Center (VCFJC) in January of 2020 to centralize the various services needed by the most vulnerable members of Ventura County. The VCFJC’s first objective is to help survivors of family violence, sexual assault and human trafficking access the legal, medical, psychological and social support they need by consolidating the services in a one-stop service center. With a single intake process, the VCFJC can help survivors make a police report, file an order of protection, receive counseling, and get emergency assistance with food, clothing, or housing. This process not only helps to make difficult systems less daunting to navigate, but aims to increase the safety of victims and to hold offenders accountable. Ultimately, the goals of the VCFJC also include helping to reduce and prevent violence that persists across generations, has

¹ “Family violence” is used to refer to domestic violence, as well as child/elder/dependent adult abuse.

² Gwinn, C., & Strack, G., 2010.

³ Department of Justice, Office on Violence Against Women, 2007.

overwhelmed our criminal justice and social service systems, and negatively impacts Ventura County in myriad ways. In under a year, the VCFJC has served thousands of victims. The staff has provided clients with information and services in a victim-centered, trauma-informed, and culturally inclusive manner to aid in their safety and recovery. Fortunately, the VCFJC has also remained open during the COVID-19 crisis to provide support to anyone in need.

An Impending Public Health Crisis

Emerging research indicates that the novel coronavirus (COVID-19) has the potential to create a secondary public health crisis of family and interpersonal violence. Social distancing, enforced through shelter-in-place and stay-at-home orders, creates a perfect storm that isolates victims and empowers abusers. There has been a documented increase in the calls for service related to domestic violence nationally.⁴ Children are at elevated risk for neglect, as well as physical, emotional, sexual, and domestic abuse in homes where this was not the case before, and expected to worsen in households where it existed.⁵ Crimes against the elderly and dependent adults may also rise, while remaining hidden, due to isolation and family stress.

Sexual violence is also anticipated to intensify. For example, during the COVID-19 crisis, a record number of people (60,437) nationwide sought services from the Rape, Abuse, and Incest National Network (RAINN) in a two-month period, which was an 18% increase from the same time last year and the highest number in RAINN's 26th-year history.⁶ Further, the social and economic disruptions of COVID-19 pandemic will exacerbate human trafficking and contribute to a rise in the physical and sexual exploitation of migrants and minors in particular.⁷

⁴ See Leslie & Wilson, 2020 and Piquero et al., 2020.

⁵ National Society for the Prevention of Cruelty to Children, 2020 cited in Usher et al., 2020.

⁶ RAINN, 2020.

⁷ Giammarinaro, 2020.

Is Ventura County, and the VCFJC, Prepared to Meet Increased Need?

When social restrictions due to COVID-19 start to lift, the number of survivors who will be seeking services will likely surge when victims have the privacy and ability to seek help. This follows research that suggests that a surge in family violence can be delayed.⁸ Based on studies of how pandemics, and other large-scale traumatic events affect behavioral patterns suggest that aggression, substance use, potential violence, and illegal behavior are most likely to occur between three to six months after the initial outbreak.⁹

Social service agencies, medical staff, law enforcement, and prosecutors must prepare for a deluge of victims needing short- and long-term support from interpersonal victimization. The potential impact on Ventura County without adequate preparation could be staggering. Family Justice Centers (FJs), such as the VCFJC, have the opportunity to serve as a tourniquet for this public health crisis, and perhaps limit the severity of consequences to the community through their use of a streamlined approach for providing help to victims.

Research Objectives: Evaluating the Needs of Victims and Support at the VCFJC

Evaluation is necessary to assess victims' needs and to ensure the VCFJC has the staff, resources and capacity to continue meeting the urgent and chronic needs of victims in the community. Our goal is to assess the victims' experiences, as well as the program's services, to measure what victims require, whether services are being implemented as intended, what challenges exist, and what changes may be needed. We will use a multi-methodological approach in our evaluation by drawing secondary data analysis and survey research. The table below illustrates our evaluation objectives, research questions and data collection sources.

⁸ Gonzalez et. al., 2020.

⁹ Mauseth et al., 2020.

Evaluation Domain	Research Questions	Data Collection Sources
Client level	What reasons do victims seek services at the VCFJC? Types and # of services received?	➤ Secondary data analysis of VCFJC records & ➤ Surveys with Victims
	How has the COVID-19 pandemic affected clients' victimization and ability to seek support?	
	Clients' overall experiences with the VCFJC?	
	How have clients' situations, safety, and well being been affected by participation in VCFJC services?	
	How is the COVID-19 pandemic affecting victims' lives in the short-term and long-term?	
Program Level	Demographics of clients served? Number and type of services provided?	➤ Secondary data analysis of VCFJC records & ➤ Surveys of VCFJC Staff and Agency partners
	Experiences/perceptions of VCFJC staff regarding program operations?	
	Collaboration & data sharing between agencies? What works well and what challenges exist?	
	Staff's perceptions of the effectiveness of services?	
	How has COVID-19 affected the short-term and long-term needs/operations of the VCFJC?	
Criminal Justice Outcomes	How many clients reported their case to police? # of protective orders filed?	➤ Secondary data analysis of VCFJC records and Criminal Justice data
	How many cases resulted in arrest? Referred for prosecution? Number of cases prosecuted?	
	How many clients/victims participate in their cases vs do not participate or recant?	
	How many cases were resolved by sentencing? How many cases were dismissed?	
	Was there a significant difference in cases that occurred after the COVID-19 pandemic?	
Community Level	Number of DV-related calls for service in the county? # of DV-related homicides in the county?	➤ Secondary data analysis of Criminal Justice and Community data
	Number of child/elderly/dependent adult abuse cases reported in the county?	
	Number of sexual assault cases reported in the county?	
	Number of human trafficking cases reported in the county?	
	How did the COVID-19 pandemic affect Ventura County's infrastructure?	

Research Team:

Our research team consists of two professors from Cal Lutheran: Dr. Molly George and Dr. Jamshid Damooei, both of whom have experience working on community-based projects in Ventura County. In addition, Dr. Leslie Abell, a professor of Sociology from California State University Channel Islands will lend her expertise in crime and skills in statistics to the evaluation study. We are hopeful that this cross-campus collaboration will allow us to leverage our institutional resources and support for a common project in our community. Finally, we have an experienced undergraduate from Cal Lutheran, Bailey Hendrix, who has been serving as a research assistant to Dr. George, and she is prepared to fill the role of project coordinator to help the research team carry out data collection and analysis.

Project Timeline:

Our analysis will span multiple domains: the micro-level (the client), meso-level (the program and criminal justice outcomes) and macro-level (the community). We are also interested in longitudinal data, so the study will take approximately a year to complete.

Fall of 2020: Preparation and Data Collection

- **September:** Draft bilingual survey instruments in Qualtrics
- **October:** Obtain IRB Human Ethics Clearance from CLU
- **November:** Pretest instruments
- **December:** Compile database of secondary crime and VCFJC data

Spring 2021: Data Analysis and Preliminary Findings

- **January-February:** Collect Primary Survey Data
- **March-April:** Data Organization and Analysis
- **May:** Provide VCOG & VCFJC with a presentation based on our preliminary findings

Summer 2021: Report and Dissemination

- **June-July:** Create report based on our findings to share with VCOG and VCFJC
- **August:** Present report in town hall meetings and academic conferences

Budget

Principal Investigator Stipend	\$2,000
Co-Investigator Stipend	\$1,500
Co-Investigator Stipend	\$1,500
Project Coordinator	\$1,500
Research Dissemination Costs	\$500
Incentives for Respondents	\$1,000
Total:	\$8,000

Anticipated Outcomes and Next Steps

Concrete products from our research will include an evaluation report, presentations, and academic papers to disseminate our findings and suggest best practices/recommendations to local stakeholders. We aim to contribute to conversations between our universities, local law enforcement, social service & agencies, and government agencies.

The VCFJC was developed as a public safety and public health initiative to coordinate support for victims of family violence, sexual assault, and human trafficking in Ventura County. There was no way of knowing that a global pandemic would significantly increase the need for such services in 2020 and beyond. Like the novel coronavirus itself, which has differentially impacted the most disadvantaged, social distancing precautions are most likely to harm under-resourced populations, including the poor, communities of color, women, LGBTQ individuals, immigrants, and children. How will Ventura County respond? Our evaluation study will provide crucial information from an empirical perspective about the process and outcomes of the VCFJC, over time and in the immediate future. Our goal is to help improve the VCFJC's coordinated responses and to further develop collaborative, integrated, and comprehensive victim services across Ventura County.




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 6

MEMORANDUM

TO: Administrative Committee

FROM: Hugh Riley, Executive Director 
BY: Chris Williamson, PhD., AICP

SUBJECT: Regional Early Action Program (REAP) Partnership Project List-
REVISED

DATE: September 4, 2020

RECOMMENDATION:

Review Proposed REAP Projects, Budget and Time Schedule and recommend approval to VCOG Council on September 10, 2020.

DISCUSSION:

HCD, SCAG, \$432,000 REAP Grant, and the 2021-2029 Housing Element Schedule

On February 27, 2020, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for approximately \$118,750,000 for the Regional Early Action Planning Grant Program (REAP) that is a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). The principal goal of REAP is to provide funding to councils of governments for the preparation, adoption, and implementation of plans and processes that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing needs allocation (RHNA) for their respective jurisdictions.

REAP funding for Southern California is being allocated and managed by the Southern California Association of Governments (SCAG) on a population formula basis. Ventura County will receive up to \$432,000 for SCAG-approved projects and programs. VCOG will contract with SCAG for reimbursements with all projects to be completed by June 30, 2023. Advance funding (Phase 1 due ASAP after September 17, 2020) not to exceed \$200,000 per subregion, is available. Phase 1 applications need to prioritize the Tasks as projects will be funded depending on available funds from SCAG.

The SCAG Regional Council is scheduled to finalize REAP grant criteria at its meeting of September 3, 2020, REAP projects are due to SCAG staff no later than September 17, 2020, and the VCOG-SCAG contract and notice to proceed would take up two or more additional months. Actual REAP project work would not likely begin until November reducing the actual project work period to about 2.5 years.

The SCAG REAP Guidelines emphasize three priority tasks:

1. Housing Element update preparation
2. Temporary staffing for housing element update and related activities
3. ADU's related to housing elements

Although the SCAG and HCD grant guidelines require a deliverable product, interim deliverables can include meeting notes and communication logs. Final deliverables for temporary staffing would be the eligible planning document or component of a planning document that the temporary staffing would be working on. The housing element itself can qualify as the planning document and activities relating to its implementation, such as follow-up re-zonings, or ordinance adoption in 2022 and 2023 qualify as well. These plans do not necessarily build housing, but they "create an environment where housing production can occur."

There is no specific requirement that all jurisdictions (COG Member Representatives) in a subregion participate in the REAP projects or in some mandatory 'fair share' allocation method. If a jurisdiction opts out of REAP completely, SCAG may proportionally reduce VCOG's REAP grant by the RHNA allocation. VCOG may submit the REAP grant application by majority vote. SCAG cannot directly send a proportional REAP grant to a jurisdiction.

2021-2029 Housing Element

By November 2020, VCOG jurisdictions should be identifying housing element sites and preparing early drafts of their respective 2021-2029 Housing Elements due for local adoption no later than October 2021. This schedule limits, to some extent, the role and assistance that VCOG can provide to the ten cities and Ventura County as each city and the County will likely have retained a housing element consultant and/or have started with their own staff.

Preparation of required content within the 2021-2029 Housing Element ("6th Cycle") presents a range of challenges. The 2021-2029 RHNA allocations are shown below compared to the previous RHNA. Four cities have a reduced RHNA, three have a relatively small RHNA increase, and four cities have a RHNA increase of over 1,000 units. The county total increased by 5,239 units, or 27.3%, of which nearly 9,600 units are designated as lower income (very low and low income) for which HCD has significantly changed the sites criteria compared to previous housing elements.

Jurisdiction	2014-2021 5th Cycle RHNA	2021-2029 6th Cycle RHNA	6th to 5th Cycle Change	Percent Change	Lower Income Units	Default Density	Acres for Lower Income Units
Camarillo	2,224	1,372	-852	-38.3%	594	20	29.7
Santa Paula	1,285	655	-630	-49.0%	199	20	10.0
Ojai	371	52	-319	-86.0%	20	20	1.0
Fillmore	694	413	-281	-40.5%	132	20	6.6
Moorpark	1,164	1,287	123	10.6%	609	20	30.5
Port Hueneme	2	125	123	6150.0%	40	20	2.0
Unincorporated	1,015	1,259	244	24.0%	542	20	27.1
Oxnard	7,301	8,529	1,228	16.8%	2,902	30	96.7
Simi Valley	1,256	2,788	1,532	122.0%	1,238	30	41.3
Ventura	3,654	5,301	1,647	45.1%	2,047	30	68.2
Thousand Oaks	192	2,616	2,424	1262.5%	1,226	20	61.3
TOTAL for County	19,158	24,397	5,239	27.3%	9,549		374.3

AFH and VMT

In addition to identifying qualifying sites and using the HCD-mandated reporting spreadsheet that requires site-specific feasibility information, new fair housing State legislation (AB 686) could require an Assessment of Fair Housing (AFH) that could require an intra-city/county neighborhood-level demographic and income spatial analysis to identify possible patterns of segregation (or demonstrate lack of a problem), and if there is evidence, HCD is requiring one or more housing element programs that will 'affirmatively further fair housing." HCD is still developing guidelines for AB 686. This requirement may gain additional importance in the context of the national Black Lives Matter movement. Finally, over 30 state laws were enacted since 2017 requiring reporting or local code consistency changes. There may be additional statutes in the coming year, such as SB 899 and another round of Accessory Dwelling Unit (ADU) clean ups.

Housing Elements require CEQA review. Vehicle Miles Traveled (VMT) is now required in all CEQA review and is a regional metric and methodology that is just now becoming available. The Ventura County Transportation Commission (VCTC) is in the process of updating TAZ-level data to a 2016 base year and 2045 out-year to enable the county traffic model to generate VMT metrics that the 11 jurisdictions could use in CEQA reviews in early 2021.

PROPOSED REAP PROJECTS

With the above context setting the RHNA and Housing Element stage, the following are VCOG's four recommended REAP projects, subject to revision when SCAG approves guidelines on September 3, 2020, that would like begin around November, 2020 and continue through June, 2023.

MEMBER AGENCY COORDINATION

VCOG Staff has developed the proposed VCOG REAP Projects with considerable input from the Ventura County City Planners Association, the County of Ventura and SCAG Staff.

Exhibit 1 provides the recommended VCOG REAP Projects and their respective scopes based on:

REAP PROGRAM CHRONOLOGY

- February 27, 2020 REAP Notice of Funding Availability;
- June 30 VCOG Initial REAP Survey responses from cities and Ventura County;
- July 23rd discussions with SCAG sub-regional REAP staff;
- July 23rd discussion with several city managers;
- July 23rd VCOG Administrative Committee review;
- HCD Housing Element Sites Inventory Guidebook (June 10, 2020);
- AB 686 Summary of Requirements in Housing Element Law (April 23, 2020);
- July 24th HCD Sites Inventory webinar;
- Proposed SB 899 higher education institutions and religious institutions bill; and
- Continuing COVID-19 impacts on public policies and programs.
- *SCAG draft REAP Program guidelines and application (August 14, 2020)*
- *SCAG replies to VCOG questions (August 19, 2020); and*
- *Summaries of proposed legislation (end of session is Aug 31, 2021).*

EXHIBIT 1

The Ventura Council of Governments (VCOG) will initiate four projects to implement the SCAG-administered Regional Early Action Planning (REAP) grant program for the 11 jurisdictions in the Ventura County based on the following four assumptions:

1. REAP reimbursable projects and tasks may begin immediately after the SCAG Regional Council approves the REAP Guidelines and application, currently anticipated on September 3, 2020.
2. VCOG will submit the REAP application by the SCAG due date and enter into the contract approval process. Until the VCOG-SCAG REAP grant contract is fully executed, VCOG may not incur more than \$200,000 in REAP-reimbursable expenses.
3. The full REAP grant proposal is based on \$432,000, but may be changed by SCAG.
4. An approved REAP scope of work may be amended and REAP funds re-allocated during the grant period with SCAG approval.

The REAP budget includes \$4,740 for the Executive Director and related costs incurred in executing the initial SCAG contract and an additional \$3,250 for one or more subsequent REAP contract scope amendments. Executing contracts and four projects total \$402,000, with an additional \$30,000 as a contingency. Total administrative costs are capped at 5%.

Each project is described below:

PROJECT 1

Housing Element Law and Process: County-wide Outreach

GOAL

The goal of Project 1 is prepare a summary of state, regional, and county-wide Housing Element background information for the public and decision makers that is generic to all VCOG members, allowing the jurisdictions to use staff and/or housing consultant time and funding on other Housing Element tasks. The product would be a flexible PPT file, allowing local staff to decide on content and length and combine with their local content. A second product is a narrated "Housing Element Background" video in English and Spanish that could be posted on housing element websites. The third product would be in-person presentations by the VCOG Housing Specialist as invited by VCOG member agencies. A fourth product is a report summarizing how the 11 jurisdictions plan to complete their respective housing elements and programs (in house, contractors, combination, etc.) and a summary of what REAP-funded projects and tasks each jurisdiction is likely to use.

TASK A: State Housing Crisis Declaration, Legislation, DOF, and HCD

Create a short history of RHNA back to the 1980's and how it has evolved into the current format. List and summarize State housing laws and requirements. Provide a graphic explanation of the "high level" DOF/HCD RHNA methodology based on DOF population projections and existing needs that reflect the housing crisis. . Keep the information up-to-date if additional legislation is enacted.

TASK B: SCAG (RHNA and the RTP/SCS)

Create a short history of RHNA in the SCAG Region and how it has evolved into the current format. Provide a graphic explanation of the SCAG RHNA methodology noting the addition of "existing need" to reduce overcrowding, lower housing costs, and maintain a healthy rental

vacant rate. Summarize how RHNA and the RTP/SCS need to be consistent. Note the addition of the Assessment of Fair Housing to the Housing Element.

TASK C: Ventura County Context

Create a short summary of housing history in Ventura County, current population and projections, and VCOG member RHNA allocations (drafts, then final). Relate Ventura County-specific context for housing planning (Guidelines for Orderly Development, SOAR, and environmental issues).

TASK D: Presentations

Create a PPT of Tasks 1 to 3, update as needed, translate to Spanish if requested by VCOG members, send to VCOG members, distribute to media and housing advocacy groups, and present in person on request either at single events or as part of a larger presentations.

NEXUS

This project meets SCAG criteria as it assists in informing the public and decision makers of the housing crisis and the preparation of housing elements.

DELIVERABLES

1. PowerPoint Presentation
2. PowerPoint Presentation as video with narration (Spanish translation possible)
3. In person presentations as invited by VCOG members
4. Summary Report of how each VCOG jurisdiction intends to complete its respective housing element, their local issues, regional issues, which of the proposed VCOG REAP projects and tasks they would utilize, and suggestions.

TIMEFRAME – September 3, 2020 to Oct. 31, 2021 (14 months)

TOTAL BUDGET - \$32,625

- Management and Admin - \$4,125
- Housing Specialist - \$ 24,000
- Contractor - \$4,000 (video, translation)
- Direct Costs - \$500 for travel reimbursements

PROJECT 2

Localized Ventura County Context Technical Assistance in Preparing Housing Element, Adoption, and HCD certification

GOAL

The goal of Project 2 is to augment SCAG and HCD housing element preparation technical assistance by providing for in-person meetings and responses and information in the Ventura County context with a focus on farmworker housing and compliance with local and cumulative fair housing requirements.

TASK A: Responding to questions, maintain Q&A list

Set up a VCOG.org e-mail address for Q&A. Set up a phone number for Q&A. Set up a VCOG webpage to post Q&A and other information.

TASK B: Coordinating with SCAG and HCD TA Teams

Regularly contact HCD and SCAG technical assistance consultant teams and establish a protocol for sharing information, avoiding duplicate services, and provide consistent responses. Keep a record of the contacts.

TASK C: QC review of jurisdiction draft housing element chapters and data

Upon a VCOG member request, review a draft housing element and/or related documents as a QC service. Correct and/or comment in track changes, return to the staff. The intent is to have a fast turn-around with attention to local context.

TASK D: Evaluation of proposed sites per HCD Guidance

Upon VCOG member request, review a jurisdiction's proposed housing element sites and provide feedback as to feasibility issues and required HCD documentation, return to member staff. Keep a record of reviews.

TASK E: Consistency with State law and SCAG review

Upon VCOG member request, review proposed housing element document against a State and SCAG requirement checklist, return to member staff. Keep a record of reviews.

TASK F: Scoping for CEQA review

Upon VCOG member request, review a draft housing element and/or sites list and locations and advise staff as to CEQA documentation options and scope of CEQA topics. Return comments to member staff. Keep a record of reviews. This task may involve an 'on-call' CEQA subconsultant.

NEXUS

This project meets SCAG criteria as it assists in the preparation of housing elements that respect and continue the planning context of Ventura County.

DELIVERABLES

1. Running list of Q&A on dedicated VCOG webpage.
2. Answers, corrections, and comments returned to VCOG member staff.
3. Memoranda and/or letters to VCOG staff if requested as to comments.

TIMEFRAME – September 3, 2020 through June 30, 2022 (up to 22 months)

TOTAL BUDGET - \$170,125

- Management and Admin - \$7,125
- Housing Specialist - \$ 80,000
- Contractor - \$80,000 (web author, CEQA sub-consultant)
- Direct Costs - \$3,000 (phone line, web site maintenance)

PROJECT 3

Assessment of Fair Housing (AFH) and Vehicle Miles Traveled (VMT)

GOAL

The goal of Project 3 is to review the 2020 County-wide Impediments to Fair Housing Report and determine what sections may be used in each jurisdictions' AFH and as a cumulative analysis, and to assist the VCTC in creating VMT metrics for use in each jurisdictions' housing element and CEQA documentation.

TASK A: Review County-wide Impediments to Fair Housing Report (IFHP) and determine sections useable in the Assessment of Fair Housing for each city based on HCD guidance and direction. This task may rely, in part, on a fair housing sub-consultant.

TASK B: Evaluate proposed housing sites against Tax Credit Allocation Committee resource maps, cumulatively, for all housing elements. Maintain a GIS map of all proposed housing element sites by affordability counts taken from draft housing elements, and map them against the TCAC resource maps. Advise VCOG members as to the cumulative placement of sites relative to TCAC maps. This task may utilize a part-time GIS technical staff member.

TASK C: Quality Control (QC) review of draft chapters and data

Upon VCOG member request, review draft housing element and related documents as a QC service. Correct and/or comment in track changes, return to member staff.

TASK D: Evaluate cumulative VMT impacts of all housing sites in coordination with VCTC modeling.

NEXUS

This project meets SCAG criteria as it assists in the preparation of housing elements and CEQA documentation required to adopt a housing element.

DELIVERABLES

- 1) Draft template AFH section for Housing Elements.
- 2) Draft cumulative AFH impact report and TCAC maps of housing sites.
- 3) Draft report and cumulative impact VMT metrics suitable for CEQA review.

TIMEFRAME – September 3, 2020 to October 31, 2021 (14 months)

TOTAL BUDGET - \$47,125

- Management and Admin - \$5,125
- Housing Specialist - \$ 32,000
- Contractor - \$10,000 (Fair Housing practitioner)
- Direct Costs - none

PROJECT 4

Regional ADU Program: Templates, Ordinances, and Plans

GOAL

The goal of Project 4 is to assist jurisdictions in implementing housing element programs after HCD certification through June 30, 2023 by preparing document templates and ordinances for the same or similar programs in multiple housing elements and/or that address county-wide cumulative fair housing and/or VMT impacts. As potentially amended REAP budget funding allows, retain one or more local architectural firms that have experience with ADU permitting with VCOG members to jointly identify ADU permitting constraints and relatively high development costs, survey ADU plans from other cities and counties, and prepare public domain ADU plans that avoid or reduce constraints and costs. This cooperative regional approach could be continued as a Housing Element program in each jurisdictions' housing element to foster affordable ADU development.

TASK A: Survey VCOG members regarding ADU activity, issues, and typical plan corrections. Determine common issues for which a regional ADU program can address.

Survey VCOG member planning and building permitting staffs and/or consultants.

TASK B: Develop a Regional ADU Program that would include Ventura County-responsive public domain ADU plans that avoid commonly-seen corrections and costs to the homeowners.

Work with one or more local architect's with ADU processing experience to develop and/or modify public-domain ADU plans that foster ADU development. The scope of this task would be adjusted to match remaining funds. This task could become a Housing Element Program to foster ADU development.

NEXUS

This project meets SCAG criteria as it develops a regional "Fostering ADU Development" program for use in each jurisdictions' housing element.

DELIVERABLES

1. Survey report of VCOG member jurisdictions ADU issues and recommendations.
2. Report from architect firm(s) responding to ADU Issues Report and publishing public domain ADU plans that have VCOG member jurisdictions conditional approval.
3. Template, implementing ordinance, and related documents for a Regional "Fostering ADU Development" program for use by member jurisdictions and inclusion in their respective housing elements.

TIMEFRAME – September 3, 2020 to June 30, 2023 (34 months)

TOTAL BUDGET - \$144,125

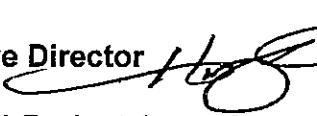
- Management and Admin - \$7,125
- Housing Specialist - \$ 32,000
- Contractor - \$100,000 (architect firms)
- Direct Costs - \$5,000 (ADU plan copying, etc.)



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 7

MEMORANDUM

TO: Administrative Committee
FROM: Hugh Riley, Executive Director 
SUBJECT: Fiscal Year 2020/2021 Budget Amendment
DATE: September 4, 2020

Recommendation:

The Administrative Committee should review and discuss proposed Amendments to the VCOG Operating Budget for F.Y. 2020-2021 and recommend approval by the Full Council on September 10, 2020.

Discussion:

The VCOG Operating Budget for F.Y. 2020-2021 (Budget) was approved on June 11, 2020 with expenses totaling \$77,942. Since June 1, several decisions and proposed projects have occurred that will require an amendment to the Budget.

These include:

INCOME:

- CLU Community Benefit Research Grant – Supplemental Appropriation
- REAP Project Funds –SCAG Grant for FY 20/21 estimated at \$186,255
- 2020 Annual Dinner Sponsor Funds Transferred to 2021 Annual Dinner

EXPENSE:

- REAP Management and Admin Costs – \$16,375 – Added for REAP Program
- REAP Staffing Contract Costs - \$86,600 – Added for REAP Program
- REAP Other Direct Costs - \$73,280 – Added for REAP Program
- TOTAL – Added for REAP Program - \$178,255
- 2020 Annual Dinner Cancellation - \$6,000 Moved to Unearned Income Liability

INCOME

CLU Research Grant - Appropriation – VCOG is considering the award of a Community Benefit Research Grant to California Lutheran University for a Research Project to evaluate the effectiveness of the newly established Ventura County Family Justice Center. Based on the Project Proposal from CLU, Department of Criminology & Criminal Justice, a supplemental appropriation from the VCOG Reserve Fund of \$8,000 is recommended.

REAP Project Funds –SCAG Grant- Considering the current RHNA and 2021-2029 Housing Element requirements and timetable, VCOG is proposing four recommended REAP projects, subject to SCAG-approved guidelines on September 3, 2020, and final VCOG Council Approval. Reimbursable project activity could begin as early as September 4, 2020 based on draft SCAG REAP guidelines while a contract is executed by November 2020 and continue through June 30, 2021.

BUDGET	Total (2020-2023)	Total Costs (Nov. 2020 to June 2021)
Initial Contract Process	\$ 4,750	\$ 4,750
Subsequent Amendments	\$ 3,250	

PROJECT 1- *Housing Element Law and Process: County-wide Outreach*

BUDGET	Total (2020-2023)	Total Costs (Nov. 2020 to June 2021)
Director & Administration	\$ 4,125	\$ 4,125
Housing Specialist	\$ 24,000	\$ 24,000
Other Direct Costs	<u>\$ 4,500</u>	<u>\$ 4,500</u>
TOTAL PROJECT COSTS	\$ 32,375	\$ 32,375

PROJECT 2- *Localized Ventura County Context Assistance in Preparing Housing Element, Adoption, and HCD certification*

BUDGET	Total (2020-2023)	Total Costs (Nov. 2020 to June 2021)
Director & Administration	\$ 7,125	\$ 7,125
Housing Specialist	\$ 80,000	\$ 48,600
Other Direct Costs	<u>\$ 83,000</u>	<u>\$ 63,780</u>
TOTAL PROJECT COSTS	\$ 170,125	\$ 119,505

PROJECT 3- *Assessment of Fair Housing (AFH) and Vehicle Miles Travelled (VMT)*

BUDGET	Total Costs (2020-2023)	Total Costs (Nov. 2020 to June 2021)
Director & Administration	\$ 5,125	\$ 5,125
Housing Specialist	\$ 32,000	\$ 16,000
Other Direct Costs	<u>\$ 10,000</u>	<u>\$ 5,000</u>
TOTAL PROJECT COSTS	\$ 47,125	\$ 26,125

PROJECT 4 – Regional ADU Program: Templates, Ordinances, and Plans

BUDGET	Total Costs (2020-2023)	Total Costs (Nov. 2020 to June 2021)
Director & Administration	\$ 5,125	\$ -
Housing Specialist	\$ 32,000	\$ -
Other Direct Costs	<u>\$ 107,000</u>	\$ -
TOTAL PROJECT COSTS	\$ 144,125	\$ -
 CONTRACTS & PROJECTS	 \$ 402,000	
 CONTINGENCY SET ASIDE	 <u>\$ 30,000</u> (6.9%)	
 TOTAL REAP GRANT	 \$ 432,000	

Based on the above project budgets, \$ 178,255 including independent contractor costs for a Housing Programs Specialist, should be included in the VCOG Budget for the REAP Grant Contract for F.Y. 2020-2021.

2020 Annual Dinner Sponsor Funds Transferred to 2021 Annual Dinner – Funds totaling \$6,000 received in May and June 2020 from Sponsors for the cancelled 2020 Annual Dinner will be placed in an unearned income line item until the 2021 Annual Dinner is confirmed. The Event Sponsors, Southern California Edison and Southern California Association of Governments have agreed in writing, to continue their support to the June 2021 Event.

EXPENSE

REAP Estimated Project Costs - Based on the REAP Project Budgets, \$ 178,255 should be included as expense in the VCOG Budget for the REAP Project Costs F.Y. 2020-2021

2020 Annual Dinner Cancellation – With the cancellation of the September 24, 2020 Annual Dinner this expense line item should be reduce to -0- and the funds received from sponsors for the Annual Dinner placed in a liability budget line item as unearned income. In the event the 2021 Annual Dinner is held, these sponsor funds would become earned and thus used for the event.

Other Expense Adjustments

- Operations- Copying, Supplies and Website have been Increased due to additional workload requirements.
- Travel – Decreased since LOCC Annual Conference for 2020 will be Virtual

The proposed Amendments to the Budget are included in VCOG Resolution No. 2020-5 attached.

ATTACHMENT: VCOG Resolution No. 2020-5

ATTACHMENT

VENTURA COUNCIL OF GOVERNMENTS RESOLUTION NO. 2020-05

A RESOLUTION OF THE GOVERNING BODY OF THE VENTURA COUNCIL OF GOVERNMENTS ADOPTING A VCOG CONTRACTOR PROCUREMENT POLICY

BE IT RESOLVED by the Governing Body of the Ventura Council of Governments as follows:

SECTION 1: On June 11, 2020, the Governing Body adopted a budget for Fiscal Year 2020-2021 to fund VCOG operations for the fiscal year.

SECTION 2: Subsequent to adoption of the budget in consideration of additional funding requirements, for REAP Funding and Administration, Community Benefit Research Grant, Independent Contractor costs associated with REAP, and the cancellation of the 2020 Annual Dinner, the Governing Body has determined that it is necessary to amend the adopted budget for VCOG's continued operations and payment of costs.

SECTION 3: The Governing Body agrees to adopt an amended budget for Fiscal Year 2020-2019 as detailed in Attachment A.

PASSED AND ADOPTED this 10th day of September 2020.

Janice Parvin, Chair

Attest:

Hugh Riley, Executive Director

ATTACHMENT A

VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2020/2021 AMENDED BUDGET PROPOSED

<u>Budget Item</u>	<u>Fiscal Year 2020/2021 Approved Budget*</u>		<u>Fiscal Year 2020/2021 Amended Budget</u>
Income			
Annual Dinner Sponsorships	12,000	Decrease by 12,000	-0-
Annual Dinner Tickets	500		500
Dues Assessments	<u>64,992</u>		<u>64,992</u>
Sub Total Income	<u>77,492</u>		<u>65,492</u>
Other Types of Income			
Bank Interest	450	Decrease by 430	20
Research Grant Appropriation	-0-	Increase by 8,000	8,000
SCAG- REAP Contract	-0-		<u>178,255**</u>
Total-Other Types of Income	<u>450</u>		<u>186,275</u>
Total Income	<u>77,942</u>		<u>251,767</u>
Unearned Income Liability			<u>6,000</u>
Total Income and Unearned Income			<u>257,767</u>
Expenses			
Contract Services			
Accounting Services	2,550		2,550
Audit	5,250		5,250
Executive Administration	45,000		45,000
REAP Project Costs			
Director and Administration	-0-	Add	16,375
Housing Specialist	-0-	Add	88,600
Other Costs	<u>-0-</u>	Add	<u>73,280</u>
SUBTOTAL REAP COSTS	<u>-0-</u>	Add	<u>178,255**</u>
Research Grant-CLU	-0-	Add	8,000
Legal Fees	<u>100</u>	Increase by 270	<u>370</u>
Total Contract Services	<u>52,900</u>		<u>239,425</u>
Miscellaneous Expense	-0-		-0-
Operations			
Printing and Copying	1,000	Increase by 500	1,500
Supplies	400	Increase by 200	600
Website & Programs	<u>1,000</u>	Increase by 500	<u>1,500</u>
Total Operations	<u>2,400</u>		<u>3,600</u>
Other Types of Expenses			
Insurance-Liability, D and O	<u>1,800</u>		<u>1,800</u>
Total-Other Types of Expenses	<u>1,800</u>		<u>1,800</u>
Travel and Meetings			
Annual Dinner	15,000	Decrease by 7,500	7,500
Conference and Meetings	4,842		4,842
Travel	<u>1,000</u>	Decrease by 400	<u>600</u>
Total- Travel and Meetings	<u>20,842</u>		<u>12,942</u>
Total Expenditures	<u>77,942</u>		<u>257,767</u>

* Budget as Approved June 9, 2020

** Assuming SCAG-REAP Grant Approval




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 8

MEMORANDUM

TO: Administrative Committee

FROM: Hugh Riley, Executive Director 

SUBJECT: Independent Contractor Agreement for Housing Programs Specialist for REAP

DATE: September 4, 2020

RECOMMENDATION:

Review Independent Contractor Agreement with Chris Williamson, PhD, AICP for Housing Programs Specialist Services Associated with the Regional Early Action Program (REAP) and recommendation approval to the VCOG Council on September 10, 2020.

DISCUSSION:

On June 25, 2020 the VCOG Administrative Committee approved VCOG's participation as a Sub-regional Partner with SCAG for the Regional Early Action Program allowing VCOG to take advantage of the \$400,000 in grant funds available. VCOG would utilize REAP Monies to fund projects to benefit VCOG Member jurisdictions. This funding is intended to jumpstart housing planning activities at the regional.

On June 28, 2020, VCOG issued a Position Announcement for a Contract Housing Programs Specialist (Attached). The Announcement was posted on the VCOG Website and circulated on the Indeed Jobs Posting Network. The contract opportunity was also the subject of word-of-mouth circulation in the area. As a result, five proposals were received including one from Chris Williamson, PhD, AICP.

On June 30, 2020, VCOG submitted a Preliminary Survey Response to SCAG declaring its intent to participate in REAP and listing several possible project areas being considered. Over the past two months, the VCOG Admin Committee and VCOG staff, member agency planning staff and SCAG's Housing Programs Team have developed and refined ideas for possible REAP Projects.

Dr. Williamson has volunteered his time and expertise since mid-June, assisting VCOG Staff with the project development process including participating in meetings with the Admin Committee and with SCAG Staff. He is retired Principal Planner for the City of Oxnard – (2004-2016) and has worked on a variety of programs and projects including population projections for VCOG cities and Ventura County and numerous Housing Element Updates. Dr. Williamson has also managed grants and projects funded by SCAG, CALTRANS, and HCD. His Resume is attached.

Staff has prepared an Independent Contractor Agreement to engage Dr. Williamson as VCOG's Housing Programs Specialist. The Agreement provides compensation of One Hundred Dollars per hour (\$100.00/hr.) for the first 12 month period with an annual adjustment thereafter based on the Consumer Price Index - Urban (CPI-U) except that the adjusted rate shall not be decreased. The Agreement Term begins on the agreement's effective date and continues in effect until December 31, 2023. Other typical provisions of VCOG's Independent Contractor Agreements also apply

ATTACHMENTS:

1. Position Announcement for a Contract Housing Programs Specialist
2. Resume for Chris Williamson, PhD, AICP
3. Independent Contractor Agreement

ATTACHMENT 1



Contract Housing Program Specialist

Ventura Council of Governments

The Ventura Council of Governments (VCOG) is a joint powers authority representing the 10 cities of Ventura County and Ventura County. VCOG's goal is to facilitate cooperative subregional and regional planning and coordinate and provide technical assistance on issues of mutual concern. VCOG seeks proposals from part-time independent contractors to administer housing-related programs, project, and planning activities associated with the Regional Early Action Program (REAP). The consultant would report directly to the Executive Director and work with the 11-member VCOG Council.

JOB SUMMARY

Under the general direction of the Executive Director and VCOG Council prepare and manage programs and projects funded by the VCOG REAP grant for up to three years as approved and contracted with the Southern California Association of Governments (SCAG).

ESSENTIAL FUNCTIONS

- Develop and scope in detail one or more REAP projects, apply same to SCAG for contractual approval, administer and manage the project(s);
- Participate in the project(s) based on the approved scope that could include compilation of local demographic and housing data, being an on-call resource to local agency staffs, and/or other housing related tasks and/or working with expert consultants participating in the project(s);
- Work with SCAG draft and final 2021-2029 Regional Needs Housing Assessment (RHNA) allocation to the County's 11 jurisdictions and document the nexus between the REAP project(s) and production of housing, especially affordable housing, as each jurisdiction prepares its respective 2021-2029 Housing Element for approval by the California Department of Housing and Community Development;
- Review jurisdiction-level housing elements, review and report on State legislation that applies to housing elements and jurisdiction-level current and long range planning with a focus on Accessory Dwelling Units, homeless housing, farmworker housing, and other housing issues common to most of the county's jurisdictions;
- Review housing-related municipal codes and programs;
- Prepare and give presentation to the VCOG Board, city Planning Commissions, City Councils, the County Board of Supervisors, and other groups as necessary;

KNOWLEDGE, SKILLS and ABILITIES

- Concepts, principles and practices of local and regional planning in California and Ventura County context;
- Federal, state and local land use law and regulations in California context;
- Accomplished public speaking and preparing technical, legal, and persuasive documents;
- Proven interpersonal skills and demonstrated ability to communicate effectively with a wide variety of professionals in special districts including attorneys, engineers, transit operators and planners, planners, community groups, press, and senior managers and elected officials;
- Knowledge of and skill in using GIS and related SCAG web-based applications;
- Use of office programs (i.e. Word, Excel, Powerpoint, and Outlook), virtual meeting software (Zoom), and other software applications as needed.
- Detailed working knowledge of CEQA and how CEQA applies to various proposed REAP programs, projects, or studies.
- Significant knowledge of Ventura County's history, geography, demographics, economy, governments, and planning context with detailed knowledge of the Guidelines for Orderly Development, SOAR programs, development constraints such as water supply, and environmental issues such as wildfire risk.
- Awareness of the housing and planning situations in each of the 11 jurisdictions related to their respective final RHNA allocation and local political context.

MINIMUM QUALIFICATIONS & REQUIREMENTS

- Bachelor's degree from four-year college or university.
- Masters degree in Planning or Public Administration or related transportation fields.
- AICP Certification preferred.

COMPENSATION

- Contract Hourly Rate TBD based on qualifications.
- There is no minimum guarantee of hours, hours will vary by task.
- The minimum qualifications as stated on this job announcement represent only the basic requirements of the position.
- Meeting the minimum qualifications does not guarantee that a candidate will be invited to participate in other segments of the selection process.

SUBMIT A RESUME AND PROPOSAL TO:

Submit proposals including hourly compensation rate to Hugh Riley, Executive Director at ridgeriley@msn.com (805) 217-9448.

THE CONTACT OPPORTUNITY IS OPEN UNTIL FILLED.

VCOG IS AN EQUAL OPPORTUNITY EMPLOYER / AFFIRMATIVE ACTION EMPLOYER

ATTACHMENT 2

CHRISTOPHER B. WILLIAMSON PHD, AICP

Planning Entitlements – Planning Education and Research – Census 2020 - Demography - CEQA/NEPA

242 ANACAPA ISLAND DRIVE, CAMARILLO, CA 93012

CBWPLANS@GMAIL.COM 213-509-1213

Planning Consultant <i>Rincon Consultants</i> <i>Ventura, CA</i>	<u>Oxnard</u> – SB2 and LEAP grant management, zoning code updates, CEQA, Local Coastal Plan Update, consistency rezoning, affordable housing entitlements, 2021-2029 Housing Element and RHNA <u>Wellhead Electric</u> – Energy Facility planning and entitlements Utility-scale Solar, Batteries, and Gas-Fired Generation <u>Census 2020</u> – Complete Count Committee, Gov't Subcommittee	2016 to present
Principal Planner <i>Acting Department Director</i> <i>Acting Manager (3 months)</i> <i>Senior Planner</i> <i>Associate Planner</i>	<u>Advance Planning:</u> small area population, housing, and jobs projections and estimates, 2030 General Plan, Census 2010 and 2020 outreach, Statistical Areas Program, Census 2020 LUCA, post-census local review, CDBG administration, SOAR and agriculture preservation, LAFCo annexations, climate change plans, RTP/SCS/2021-2029 RHNA, intergovernmental issues, city/county relations, Local Coastal Program update, sea level rise mapping, FEMA maps, wetland restoration, power plants, EPA Superfund site, Federal and state grant writing and administration, consultant selection and management, HR issues and training. <u>Current Planning:</u> Entitlements processing, specific plan development, annexations, Zoning Code revisions, staff supervision, public workshops, Planning Commission and City Council presentations. <u>CEQA/NEPA</u> compliance and documentation, CEQA thresholds, VMT/LOS issue, addendums, exemptions, manage consultants. <u>Military Compatibility:</u> Joint Land Use Plan with U.S. Navy. <u>Emergency Operations:</u> NIMS training, EOC exercises.	2004 to 2016 Jeff Lambert Community Development Director
<i>City of Oxnard</i> <i>Oxnard, CA</i>		
Adjunct Lecturer (ret.) <i>California State University</i> <i>Channel Island</i>	ESRM 440 Population Studies/Census 2020 ESRM 410 Environmental Impact Assessment/CEQA ESRM 464 Land Use Planning and Open Space Management ESRM 484 Climate Change and Adaptation Planning.	Sean Anderson Department Chair Env Sci & Res Mngmt 2009 to present
Vice President for Research <i>Solimar Research Group</i> <i>Ventura, CA</i>	Manage land use demographic, housing, and growth policy analyses; local to national; manage and complete GIS analysis. Projects include EPA Smart Growth audits; TDR Program Livermore, CA; TDR Program Davis County, Utah; Lake Tahoe TDR Assessment, CA state-wide Infill Methodology for Brookings Institute; Packard, Irvine, Hewlett Foundations; State of California; City of Los Angeles, TNC.	2001 to 2004 William Fulton President www.solimar.org
Research Associate Professor of Geography <i>Department of Geography</i> <i>University of Southern California</i>	Directed and instructed in four GIS Distance Learning graduate program classes (581, 583, 585, 590); integrated with ESRI Virtual Campus. PI or co-PI on land-use related economic studies; member international GIS faculty group UNIGIS. Full Time appt: 1998 to 2001; Faculty Associate: Lusk Real Estate Center, Population Research Lab. Census 2000 research and consulting.	1998 to 2004
Associate Planner <i>City of Long Beach</i>	Current planning staff in full-service city of about 500,000. Planning GIS applications and managed city demographics.	1992-1995
Adjunct Associate Professor Asst. Dean, Academic Affairs Asst. Dean, Student Affairs <i>School of Policy, Planning, and Development</i> <i>University of Southern California</i>	Course planning, instructor selection, class scheduling; curriculum development, documentation, & approvals; supervise graduate and undergraduate advisors & staff; international programs; comprehensive exams and grading; APA re-accreditation in 1997. Classes in: GIS (427L), Introduction to Urban and Regional Planning (355), Property, Governance, and the Environment (361), Professional Lab (475), Housing and Community Development (440); Graduate Professional Lab (676), Professional Project (491, 591)	1988 to 1998 Dean Edward Blakely

Special Asst. to the Director	Special Asst.: Speechwriter and special projects for the Director; 1986	
Survey Statistician	White House demographic briefing. Survey Statistician: SIPP, NCS,	1985 to 1988
Geographer	CPS, AHS; 1986 Test Census; Geographer: 1980 Census processing	1979 to 1982
Bureau of the Census	and geographic problem resolutions, determination of MSA/SMSA's.	

ACADEMIC

PhD Planning and Policy Analysis <i>University of Southern California</i>	Planning and Policy Analysis/Public Administration Dissertation on Housing Market Economics and Policy	1986
Master of Planning <i>University of Virginia</i>	Housing and Community Development courses included Urban Design, Law, and Growth Management	1981
BS in Geography <i>Pennsylvania State University</i>	Major Urban Geography Minor Landscape Architecture	1977
Fulbright Fellow <i>Berlin and Washington, DC</i>	Germany's changing demographics, impacts on state programs and social needs, immigration policies, local and State policy analysis	2003
Director, Central Coast Section American Planning Association	Elected Director APA Board for Ventura, Santa Barbara, and San Luis Obispo counties, 350 members, APA State Board member	2016-2019

Selected Past Planning Research Projects with Solimar and USC

"Smart Growth Audit Tool Development" Team research with USC Policy Planning and Development School. Funded by Smart Growth American and Environmental Protection Agency. Survey literature and development audit tools to assist communities in implementing Smart Growth policies and codes. **2007**

"Urban Trail Use Assessment" Team research with USC Keck Medical School. Funded by Robert Wood Johnson Foundation. Identify three large urban trails, complete detailed GIS and physical inventory, survey from surrounding residents, conduct use survey, subsample for accelerometer study. **2007**

"Neighborhood Attributes and Commuting Behavior: A Comparative Study of California's Major Metropolitan Areas" Co-PI with Drs. Peter Gordon, Harry Richardson, and Jim Moore (USC). Funded by METTRANS (joint USC, Cal State Long Beach transportation research center). Study looks at 1970 to 2000 journey to work data by neighborhood form type, determined by a cluster analysis on road density, etc., to see if form influences travel behavior. **Summer 2004**

"Regional Housing Production Action Plan: San Gabriel Valley." Project Manager Funded by SCAG as part of subregional growth visioning. Study uses GIS to calculate block-specific General Plan capacity (less existing housing), locate new housing opportunity sites, develop five project pro formas to assess feasibility for affordable units, and examine affordable housing projects case studies. Action Plan proposes pooling housing allocations and production credit at subregional level. **Spring 2004**

"Infill Development Capacity Methodology" Project Manager and Principal Analyst. Funded by Environment Now/City of Los Angeles. /CALTRANS. Develop a relatively simple replicable methodology to estimate feasible quantifiable infill housing for Housing Elements. Introduces concept of Infill Study Area (ISA) and infill strategies targeted to specific zoning within ISA. **Summer 2004**

Age and Race Cohort tract-level projections to 2015 and 2025. (CALTRANS, 2002)

Tools and Patterns of Growth Management Ballot Measures in California: 1986 – 2000 (with Solimar)

Holding the Line: Urban Containment Policy in the United States (Brookings, 2002) (with Solimar)

Growth Management Ballot Measures in California (Local Government Commission, 2002) (with Solimar)

Smart Growth In Action: Housing Capacity and Development in Ventura County, California. (Reason Institute, 2001) (with Solimar)

REFERENCES AVAILABLE ON REQUEST

ATTACHMENT 3

INDEPENDENT CONTRACTOR AGREEMENT FOR HOUSING PROGRAM SPECIALIST SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR HOUSING PROGRAMS SPECIALIST (this "Agreement") by and between the VENTURA COUNCIL OF GOVERNMENTS, a California joint powers authority ("VCOG"), and Dr. Christopher B. Williamson ("Contractor"), is made and entered, and approved as of the 4th__ day of September__, 2020 (the "Effective Date"). VCOG and Contractor are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

RECITALS

A. VCOG desires to engage the professional services of an experienced professional consultant to manage Housing Programs administered through an independent contractor agreement between VCOG and Contractor, whereby Contractor will be responsible for all housing and planning program functions funded through the California Department of Housing and Community Development (HCD) Regional Early Action Planning Program (REAP).

B. Contractor represents that he has the qualifications and ability to perform the services of VCOG's Housing and Planning Programs in a professional manner. Performance of the services in a professional manner includes, but is not limited to, meeting the requirements of this Agreement.

C. VCOG and Contractor now wish to enter into this Agreement to memorialize the terms by which Contractor will provide the services of VCOG Housing Programs Specialist.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises, covenants, and conditions contained herein, the Parties hereby agree as follows:

AGREEMENT

1.0 POSITION AND DUTIES

1.1 Duties and Appointment of Contractor as VCOG Housing Programs Specialist. VCOG hereby appoints Contractor as the VCOG Housing Programs Specialist to perform the functions and duties as specified in VCOG's job description for the VCOG Housing Programs Specialist position, a copy of which is attached hereto as Exhibit "A. Parties acknowledge that the job description may change during the contract period and Parties agree that substantive changes shall require a written job description amendment. Whether an amendment requires a report to the VCOG Board, approval by the VCOG Board, and/or review and approval by SCAG shall be at the discretion of the VCOG Executive Director. Contractor shall not proceed on task(s) that require a job description amendment without the VCOG Executive Director's written or e-mail advance approval or ratified within 15 calendar days in the unlikely event the Contractor finds that an un-scoped task must be completed after attempting but not receiving prior VCOG Executive Director approval in order to satisfy a requirement of the SCAG REAP contract with VCOG. Contractor shall report directly to the VCOG Executive Director. Contractor shall be responsible for the administration and management of REAP

funded projects and program activities as directed by VCOG in tandem with VCOG's LEAP contract with the Southern California Association of Governments (SCAG) acting on behalf of HCD, management of sub-contractors, and performance of such other legally permissible and proper functions and duties as the VCOG Council ("Council") shall, from time to time, request. Contractor's retention of records shall be governed by SCAG and HCD standards or as stipulated in the LEAP VCOG-SCAG contract.

1.2 Work Schedule. Contractor is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of VCOG Housing Programs Specialist. Additionally, Contractor acknowledges that the duties often require attending the scheduled VCOG meetings or regional or SCAG meetings related to VCOG's business. Notwithstanding the foregoing, Contractor shall set his own hours and provide his own place of work and necessary computer and communications and VCOG shall accommodate all reasonably designated hours. Other than attendance at meetings, Contractor shall have discretion to determine where to perform any of the services to be performed, provided that he provides his contact information to VCOG Board members and is otherwise easily accessible to VCOG Board members, contractors, and others conducting business with VCOG.

1.3 Independent Contractor.

(a) Contractor shall provide the services described in Exhibit "A" to VCOG as an independent contractor. It is understood and acknowledged by and between VCOG and Contractor that Contractor is not and shall not be construed as an employee of VCOG for any purpose whatsoever. Under no circumstances shall Contractor look to VCOG as his employer, or as a partner, agent, or principal.

(b) Contractor shall have the option to hire an assistant or subcontractor to perform services under this Agreement; provided, however, that Contractor shall remain the principal person in charge of performing services under this Agreement. Any assistant must be hired, supervised, and paid at Contractor's sole cost and expense.

(c) Contractor hereby acknowledges and warrants that, as an independent contractor, Contractor is solely responsible for his performance and that of any of Contractor's assistants or subcontractors of the services hereunder, including the method, details, and means of performing the services specified herein.

(d) Except as otherwise provided herein, Contractor is solely liable for all costs and expenses associated with Contractor's performance hereunder and for any and all loss or damages which may be caused or occasioned on account of Contractor's provision of services pursuant to this Agreement, whether the same loss or damages be for personal injury or property damage.

(e) Contractor shall be responsible for providing, at Contractor's sole expense and in Contractor's name, disability, worker's compensation or other insurance, as well as licenses and permits usual or necessary for conducting the services under this Agreement. Contractor shall not be entitled to any benefits, including, without limitation, worker's compensation, deferred compensation, disability insurance, vacation or sick pay from VCOG. Contractor acknowledges and agrees that Contractor's employees shall not be eligible for any VCOG employee benefits and, to the extent Contractor's employees otherwise would be eligible for any VCOG employee benefits but for the express terms of this Agreement, Contractor (on behalf of

himself and his employees) hereby expressly declines to participate in such VCOG employee benefits.

(f) Neither Contractor, nor any partner, agent, or employee of Contractor, has authority to enter into contracts that bind VCOG or create obligations on the part of VCOG without the prior written authorization of VCOG.

1.4 VCOG Documents. All data, studies, reports, and other documents prepared by Contractor in the performance of his duties under this Agreement shall be promptly furnished to and become the property of VCOG, without restriction or limitation on their use, and without additional cost to VCOG. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by VCOG or provided by VCOG to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the Chair of the Board, be used by Contractor for any purposes other than the performance of his functions and duties for VCOG.

2.0 COMPENSATION

For the services rendered pursuant to this Agreement, and provided funds are available from REAP, Contractor shall be compensated at a rate of One Hundred Dollars per hour (\$100.00/hour) during the first 12-month period term of this Agreement and shall be adjusted annually thereafter based on the Consumer Price Index Urban (CPI-U-all items) (<https://www.bls.gov/news.release/cpi.t01.htm>) except that the rate shall not be decreased. Contractor shall be solely responsible for the payment of all taxes and similar matters. Contractor shall be solely responsible for computer software and customary computer applications such as malware scanning and ZOOM with the exception of an ESRI ArcView licenses or web-based GIS should the Parties agree that GIS software is necessary to complete portions of the scope. The compensation set forth in this Section 2.0 shall be Contractor's sole compensation for his services under this Agreement. Contractor shall invoice VCOG for the services rendered pursuant to this Agreement. The invoice shall include the number of hours worked, a description of the services performed, and direct travel costs consistent with applicable U.S. Government-allowed rates for the travelled area(s) chargeable to VCOG. The invoices shall be in sufficient detail to adequately describe each task performed and the hours related to each task. The invoice shall be provided to VCOG no more frequently than every thirty (30) days. Provided Contractor is not in default under this Agreement, VCOG shall pay all undisputed amounts in Contractor's invoices within thirty (30) days of receipt, consistent with VCOG's standard procedure for the payment of contracts or invoices, including review by the Chair of the Board and approval by the Board through the warrant run process. Contractor acknowledges that VCOG is not obligated to execute an additional agreement or an amendment to this Agreement for any further services by Contractor and that any services performed by Contractor beyond those specifically described in this Agreement or any exhibits are performed at Contractor's risk and without authorization under this Agreement.

3.0 TERM

3.1. Commencement Date. Contractor shall commence work with VCOG as of the Effective Date.

3.2. Term. Unless earlier terminated in accordance with Section 3.3 below, this Agreement shall be in effect until December 31, 2023. Any extension beyond such date shall be evidenced by a writing signed by the Parties.

3.3. Termination by VCOG or Contractor. The Board, upon an affirmative vote of a majority of a quorum of its members, may terminate this Agreement at any time with or without cause; provided that if termination by VCOG is with cause, no prior notice shall be required. If termination by VCOG is without cause, then thirty (30) days' written notice before the effective date of termination shall be required, unless a shorter period is acceptable to Contractor. Contractor may terminate this Agreement at any time upon at least thirty (30) days' written notice to VCOG before the effective date of termination, unless a shorter period is acceptable to the Board. In the event that this Agreement is terminated by VCOG for cause or by Contractor for convenience, Contractor shall provide all assistance reasonably requested by VCOG in connection with the efficient and orderly transition of performance of the services by Contractor to VCOG or any third party designated by VCOG, at no cost to VCOG. In the event that this Agreement is terminated by VCOG for convenience or by Contractor for cause, Contractor shall provide all assistance reasonably requested by VCOG in connection with the efficient and orderly transition of performance of the services by Contractor to VCOG or any third party designated by VCOG, at reasonable time and material rates to be agreed upon by the Parties. As an independent contractor, Contractor expressly agrees that he shall not be entitled to any compensation beyond the time actually worked and billed for VCOG services authorized under this Agreement.

4.0 VCOG REVIEW

VCOG shall have the right to review the work being performed by Consultant under this Agreement at any time during VCOG's normal business hours. Review, checking, approval or other action by VCOG shall not relieve Contractor of Contractor's responsibility for the accuracy and completeness of Contractor's work performed under this Agreement.

5.0 INDEMNIFICATION AND INSURANCE

5.1 Indemnification by VCOG. To the maximum extent permitted by law, VCOG shall defend, hold harmless, and indemnify Contractor against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Contractor's services under this Agreement. This Section 5.1 shall not apply to any intentional tort or crime committed by Contractor, to any action outside the course and scope of Contractor's services authorized under this Agreement, or any other intentional or malicious conduct or gross negligence of Contractor. In no event shall VCOG be liable in contract or tort for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement.

5.2 Indemnification by Contractor. To the maximum extent permitted by law, Contractor shall defend, hold harmless, and indemnify VCOG and its officers, officials, agents, employees, and volunteers from any and all claims, demands, costs (including reasonable attorneys' fees), or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor and Contractor's employees, agents, and volunteers. Contractor shall also defend, hold harmless, and indemnify VCOG against any liability for, or assessment of, any claims or penalties with respect to withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on VCOG by the relevant taxing

authorities with respect to any compensation paid to Contractor or Contractor's partners, agents, or employees.

5.3 Insurance. Contractor shall procure and maintain, at his sole cost and expense, in a form and content satisfactory to VCOG, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of Five Hundred Thousand Dollars (\$500,000.00) or (ii) bodily injury limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) for products and completed operations liability, and property damage limits of One Hundred Thousand Dollars (\$100,000.00) per occurrence and One Hundred Thousand Dollars (\$100,000.00) in the aggregate.

(b) Worker's Compensation Insurance. If Contractor maintains any employees, a policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both Contractor and VCOG against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of Fifty Thousand Dollars (\$50,000.00) per person and One Hundred Thousand Dollars (\$100,000.00) per occurrence and property damage liability limits of Fifty Thousand Dollars (\$50,000.00) per occurrence. Said policy shall include coverage for owned, non-owned, leased, and hired vehicles.

(d) Errors and Omissions. The Contractor is not required to carry E&O insurance.

6.0 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to VCOG that (a) Contractor is fully qualified to perform the services contemplated herein; (b) Contractor has thoroughly investigated and considered the scope of work and services to be performed, (c) Contractor has carefully considered how the services should be performed; and (d) entering this Agreement does not violate any provision of any other agreement to which Contractor is bound.

7.0 GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to Contractor's services to VCOG. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement, or promises not contained in this Agreement shall be valid or binding upon either Party.

7.2 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile upon written confirmation of receipt by facsimile, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the earlier of confirmed receipt or the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice.

To VCOG:

Hugh Riley, Executive Director
VCOG
P.O. Box 157
Moorpark, CA 93020

To Contractor:

Dr. Christopher Williamson
242 Anacapa Island Drive
Camarillo, CA 93012

7.3 Outside Professional Activities. This Agreement in no way prohibits Contractor from providing services or engaging in employment with additional clients as long as said activity does not impede the progress of the work performed by Contractor for VCOG. Contractor shall secure prior approval from the Council to perform services for member agencies that could be in conflict or inconsistent with the services provided herein and shall be prohibited from working during the term of this Agreement with the exception of the Contractor's continuing part-time employment with Rincon Consultants, Inc. that includes the City of Oxnard Community Development Department as a Rincon Consultants client and for whom the Contractor is working on various tasks related to preparation of the Oxnard 2021-2029 Housing Element (see Clause 7.4).

7.4 Conflicts Prohibited. During the term of this Agreement, Contractor shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Contractor's duties under this Agreement. Contractor shall comply with all requirements of law, including Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and any and all other conflict and public sector ethics laws. Contractor shall promptly inform VCOG of any contract, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that might appear to conflict with VCOG's interests. VCOG, in its sole discretion, shall determine the existence of an actual conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Contractor written notice which describes the conflict. As of the date of this Agreement, Contractor gives notice of continuing intermittent on-call hourly consulting work for Rincon Consultants, Inc. (Ventura California) and Wellhead Electric, Inc. (Sacramento, CA). Contractor's principal client when working for Rincon Consultants is the City of Oxnard. Contractor's past work with Wellhead Electric involved the United Water Conservation District. Contractor will provide notice to the VCOG Executive Director whenever Contractor's work for Rincon Consultants, Inc. and/or Wellhead Electric, Inc. may present an appearance of conflict related to the job description and will diligently work with all parties to avoid a conflict of interest as commonly understood.

7.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or other times be deemed a waiver or relinquishment of that right or power for all or any other times. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

7.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the Parties agree that the remaining provisions shall continue in full force without being impaired or invalidated in any way to the fullest extent permitted by law.

7.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action relating to this Agreement shall lie exclusively in any state court sitting in the County of Ventura.

7.8 Independent Legal Advice; Construction of Agreement. VCOG and Contractor represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, and VCOG and Contractor further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term hereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion hereof.

7.9 Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to this Agreement amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to this Agreement by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation or any other similar proceeding.

(a) Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party personally or by certified mail.

(b) The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under this Agreement if that Party refused or failed to participate in mediation in good faith pursuant to this Section 7.9.

(c) The Parties further agree to act in good faith to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute.

(d) The Parties shall share equally in the cost of mediation.

(e) If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the

Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this Section 7.9 shall require mediation prior to commencing an action in equity seeking injunctive relief. All applicable statutes of limitation shall be tolled while the mediation procedures specified in this Agreement are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

7.10 Compliance with Laws. All the services performed by Contractor under this Agreement shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of California, and with any other applicable rules, ordinances, and regulations.

7.11 Amendments. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the Parties.

7.12 Attorneys' Fees. If any action or proceeding is instituted to enforce or interpret any provision of this Agreement, the prevailing Party therein shall be entitled to recover its attorneys' fees and costs from the losing Party; provided, however, that this provision shall be limited by Section 7.9(b), above.

7.13 Headings. The titles of the sections in this Agreement are inserted for convenience of reference only and shall be disregarded in construing any provision of this Agreement.

7.14 Exhibits. All exhibits to this Agreement are incorporated herein by this reference.

7.15 Gender and Number. In this Agreement, the masculine, feminine, and neuter genders and the singular and the plural include one another, unless the context requires otherwise.

7.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient on the next business day following the email or facsimile transmission.

IN WITNESS WHEREOF, VCOG has caused this Agreement to be signed and executed on its behalf by its Chair of the Council, and duly attested by its officers thereunto duly authorized, and Contractor has signed and executed this Agreement, in his individual capacity.

“VCOG”

Ventura Council of Governments, a
California Joint Powers Authority

By: Janice Parvin, Chair of the Council

“CONTRACTOR”

By: Christopher B. Williamson, PhD

EXHIBIT "A"
DESCRIPTION OF VCOG HOUSING PROGRAMS SPECIALIST FUNCTIONS AND
DUTIES

1. Develop and scope in detail one or more REAP projects, apply same to SCAG for contractual approval, administer and manage the project(s);
2. Participate in the project(s) based on the approved scope that could include compilation of local demographic and housing data, being an on-call resource to local agency staffs, and/or other housing related tasks and/or working with expert consultants participating in the project(s);
3. Work with SCAG draft and final 2021-2029 Regional Needs Housing Assessment (RHNA) allocation to the County's 11 jurisdictions and document the nexus between the REAP project(s) and production of housing, especially affordable housing, as each jurisdiction prepares its respective 2021-2029 Housing Element for approval by the California Department of Housing and Community Development;
4. - Review jurisdiction-level housing elements, review and report on State legislation that applies to housing elements and jurisdiction-level current and long range planning with a focus on Accessory Dwelling Units, homeless housing, farmworker housing, and other housing issues common to most of the county's jurisdictions;
5. Review housing-related municipal codes and programs;
6. Prepare and give presentation to the VCOG Board, city Planning Commissions, City Councils, the County Board of Supervisors, and other groups as necessary;