



**VENTURA COUNCIL  
OF GOVERNMENTS**

**AGENDA**

**The meeting will be via Zoom Webinar  
PUBLIC ACCESS LINK**

<https://us02web.zoom.us/j/83600420316?pwd=aGVQVmlhV2x4SmR4VHJmKy8ycGJ0dz09>

**Thursday, September 10, 2020  
5:00 p.m.**

*In light of Governor Newsom’s State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the Guidance for Gatherings issued by the California Department of Public Health, councilmembers will participate in the meeting from individual remote locations, which is in accordance with the Governor’s Executive Order. Members of the public are encouraged to attend the meeting remotely. Persons who wish to address the council on an item to be considered at this meeting are asked to submit comments in writing to the council at [ridgeriley@msn.com](mailto:ridgeriley@msn.com) by 4:30 PM, Wednesday, September 9, 2020. Due to the current circumstances if you would like to ask a question or offer a verbal public comment on any item on the agenda during the meeting, please e-mail your question or public comment to [ridgeriley@msn.com](mailto:ridgeriley@msn.com) . Any question or public comment received will be read into the record during the public comment portion of this meeting. In compliance with the American’s with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Council meeting, please contact VCOG staff at 805 217-9448. Notification of at least 48 hours prior to the meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

**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](http://WWW.VENTURACOG.ORG).**

- 1. CALL TO ORDER AND FLAG SALUTE**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**

At this time, public comments received in advance by VCOG Staff will be read aloud into the meeting record. Individual Board Members may briefly respond to Public Comments or ask questions for clarification.

**MEMBERS**

City of Camarillo  
Kevin Kildee, Member  
Susan Santangelo, *Alternate*

City of Fillmore  
Tim Holmgren, Member  
*Alternate- To Be Named*

City of Moorpark  
Janice Parvin, Member  
David Pollock, *Alternate*

City of Ojai  
Ryan Blatz, Member  
Randy Haney, *Alternate*

City of Oxnard  
Tim Flynn, Member  
Oscar Madrigal, *Alternate*

City of Port Hueneme  
Sylvia Muñoz Schnopp, Member  
Will Berg, *Alternate*

City of San Buenaventura  
Lorrie Brown,, Member  
Cheryl Heitman, *Alternate*

City of Santa Paula  
Jenny Crosswhite, Member  
Rick Araiza, *Alternate*

City of Simi Valley  
Ruth Luevanos, Member  
Mike Judge, *Alternate*

City of Thousand Oaks  
Al Adam, Member  
*Alternate - To Be Named*

County of Ventura  
Bob Huber, Member  
John Zaragoza, *Alternate*

4. **EXECUTIVE DIRECTOR'S REPORT** – Written Report Sent With Agenda Message

5. **AGENCY REPORTS** – Oral Reports If Representatives Attend

- A. Southern California Association of Governments
- B. Ventura County Transportation Commission
- C. League of California Cities
- D. Other

6. **CONSENT CALENDAR**

- A. **Summary of June 11, 2020 Meeting p. 4** – Approve Meeting Summary for the June 11, 2020. **ACTION:** Approve Meeting Summary as published.
- B. **Financial Report p. 8** - Approve Ventura Council of Governments Financial reports for the Budget Period June 11, 2020 to September 4, 2020. **ACTION:** Approve Financial Report
- C. **VCOG Contractor Procurement Policy p. 12** – Adopt VCOG Resolution No. 2020-4 Approving a VCOG Contractor Procurement Policy. **ACTION:** Adopt Resolution No. 2020-4.
- D. **Register of Warrants & Debit Card Transactions p. 16** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from June 12, 2020 to August 28, 2020. **ACTION:** Approve Register of Warrants and Debit Card Transactions.
- E. **Approval of Independent Contractor Agreement p.19** - Review Independent Contractor Agreement with Christopher B. Williamson, PhD, AICP, for Contract Housing Program Specialist Services. **ACTION:** Approve subject to final language approval by the Executive Director, and Authorize Chair to Execute Agreement.

7. **PRESENTATION ITEMS**

- A. **California Lutheran University (CLU) Proposal for Community Benefit Grant – Ventura County Family Justice Center Evaluation Study- Dr. Molly George, CLU, Department of Criminology p. 35** - **ACTION:** Review CLU, Department of Criminology and Criminal Justice Proposal for an \$8,000 VCOG Community Benefit Research Grant for an Evaluation Study of Ventura County Family Justice Center (VCFJC); Approve Grant Agreement subject to final language approval by the Executive Director, and Authorize Chair to Sign Agreement.
- B. **Regional Early Action Program (REAP) - Sub-Regional Partnership Grant Application --p. 52** - **ACTION:** Review and approve Proposed REAP Projects, Budget and Time Schedule and Authorize Submittal of REAP- Sub-Regional Partnership Application to the Southern California Association of Governments (SCAG).
- C. **Amendments to Fiscal Year 2020/2021 Budget p. 64** - The review and Approve Amendments to VCOG Operating Budget for F.Y. 2020-2021 and Adopt VCOG Resolution No. 2020-05. **ACTION:** Adopt VCOG No. Resolution No. 2020-05

8. **BOARD MEMBER COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

Any Council Member present may propose items for placement on a future agenda. Members may discuss whether or not the item should be placed on the agenda and the description of the agenda item.

9. **ADJOURNMENT: Next Meeting- November 12, 2020**

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file with the Ventura Council of Governments 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).



**MEETING SUMMARY**

**ITEM 6A**

June 11, 2020

5:00 p.m.

VIA ZOOM Webinar

1. **CALL TO ORDER & FLAG SALUTE** – The meeting was called to Order at 5:05 PM by Chair Parvin. The Flag Salute was led by Chair Parvin.

**2. ROLL CALL**

**Present:**

Janice Parvin, Chair, City of Moorpark  
Al Adam, City of Thousand Oaks  
Jenny Crosswhite, Chair-Elect, City of Santa Paula  
Kevin Kildee, City of Camarillo  
Sylvia Muniz Schnopp, City of Port Hueneme  
Lorrie Brown, City of San Buenaventura  
Ryan Blatz, City of Ojai  
Tim Flynn, City of Oxnard  
Tim Holmgren, City of Fillmore  
Bob Huber, Supervisor, County of Ventura

**Absent:** Ruth Luevanos, City of Simi Valley

**Guests:**

Lloyd DeLlamas, Executive Chair, Hdl Companies  
Bruce Stenslie, President and CEO, EDC-VC  
Rachel Wagner, Regional Affairs Officer, SCAG  
Sarah J. Jepson, Director of Planning, SCAG  
Amanda Fagan, Director of Planning and Policy, V.C.T.C.  
Dave Mullinaz, Regional Public Affairs Manager, LOCC

**3. PUBLIC COMMENT – NONE-**

**NOTE:** The Public was able to access the meeting by advising VCOG Staff in advance  
<https://us02web.zoom.us/j/83600420316?pwd=aGVQVmlhV2x4SmR4VHJmKy8ycGJ0dz09>

**4. EXECUTIVE DIRECTOR'S REPORT** – Riley reported on the following:

- **2020 Legislative Update** – A Report on the State Budget May Revisions, active bills and ballot measure of interest to VCOG.
- **VCOG Administrative Committee**-The Committee met on May 28, 2020 via ZOOM Conference Call. The Committee received a Financial Report from Executive Director Riley and heard a report from Riley and other staff on current legislation. On Riley's recommendation, The Committee agreed to review and update the **2004 VCOG Strategic Plan**. Considering the predicted restrictions on large group meetings and dinners through the summer, the Committee rescheduled the 2020 VCOG Annual Dinner to September 24, 2020. A Revised Meeting Schedule for the remainder of 2020 was distributed. Following the main meeting, the Committee completed a Performance Evaluation of the Executive Director.

- **SCAG to Receive Regional Early Action Program (REAP) Funding-** The SCAG Regional Council has applied for advance funding of 25 percent, or \$11,867,755, of the maximum eligible funding allowed (\$47,471,023) under the Regional Early Action Planning (REAP) program, which is intended to provide **funding to designated councils of governments to accelerate housing production through regional programs and providing funding for sub-allocations based on locally-developed criteria.** This funding is intended to jumpstart housing planning activities at the regional and local levels, and to cover costs of the 6th Cycle Regional Housing Needs Assessment (RHNA) process (to be completed by early 2021).

SCAG staff will hold the second of two listening sessions on **Wednesday, June 17 from 3:00 to 4:30 PM** to give and get information regarding eligible activities and other program requirements and a process to apply for the full REAP funding, as well as technical assistance for pending housing element updates implementing the RHNA.

Possible activities that have been suggested include:

- Supporting housing element development
- Developing model ordinances or analysis for increased housing capacity (including accessory dwelling units)
- Developing streamlined permitting standards
- Developing streamlined environmental clearance processes
- Establishing sub regional housing trust funds
- Temporary staffing for jurisdictions for housing-related programs

Meaningful discussion is needed on the types of projects sub regions such as VCOG could pursue and how REAP could fund the projects.

An agenda, meeting materials, and zoom information will be distributed prior to the meeting. In the meantime it would be helpful to identify potential projects for VCOG that SCAG can fund that will assist our jurisdictions to plan for and/or accelerate housing production. The intention is to augment activities that jurisdictions are planning under funds directly received from SB 2 and Local Early Action Planning (LEAP) grant funding.

Additionally, VCOG is being encouraged to apply for LEAP grant funding, which is administered directly by the California Department of Housing and Community Development (HCD). All jurisdictions are eligible to apply. Funding is non-competitive and is based on population size. Eligible activities are almost identical to REAP activities and can be used to development and implement your 6<sup>th</sup> cycle housing element. Technical assistance during the application process and after awards are issued are available from HCD. Applications are due to HCD by July 1, 2020.

- **U.S. Navy Issues EIS/OEIS for Point Magu Sea Range** – The U.S. Navy has issued a Draft Environmental Impact Statement/Overseas Environmental Impact Statement (EIS/OEIS) for the Point Magu Sea Range to assess the potential environmental consequences associated with continuing military readiness activities and proposed increases in research, development, acquisition, testing (including weapons testing), evaluation and training activities. The public release of the Final EIS/OEIS is scheduled for Summer 2021. A copy of the EIS/OEIS Brochure is attached

- **Council Reorganization-Filling Vacancies-** Reminder to Members/Alternates – When your council/board reorganizes for 2020, please ask your city clerk to notify VCOG as soon as possible when your city's council member and alternate are named.

## 5. AGENCY REPORTS – Oral Reports:

- A. Southern California Association of Governments** – Rachel Wagner, SCAG Regional Affairs Officer, and Sarah Jepson, SCAG Director of Planning provided information on the recent SCAG General Assembly, Regional Early Action Programming (REAP) Partnership, SCAGG Demographic Workshops and SCAG White Paper on Regional Economic Impacts of COVID-19 and the Connect SoCal 120 Day Directive.
- B. Ventura County Transportation Commission-** Amanda Fagan, Director of Planning and Policy reported the negligible impact on transportation systems of the COVID-19 Pandemic but advised that there would be future impacts on funding and service levels.
- C. League of California Cities-** Dave Mullinax reported on the State Budget approval schedule and probable ballot measures scheduled for the November election particularly the Split-Roll Measure which attempts to modify Proposition 13's property tax protections. The measure would raise taxes on commercial and industrial property by requiring reassessment at current market value at least every three years. Campaign debate on this measure promises to be intense.
- D. Other-** There were no other agencies or organizations present.

## 6. CONSENT CALENDAR

- A. Summary of March 12, 2020 Meeting** – Approve Meeting Summary for the March 12, 2020. **Action:** Approve Meeting Summary as published.
- B. Financial Report** - Approve Ventura Council of Governments Financial reports for the Budget Period April 1, 2020 June 11, 2020. **Action:** Approve Financial Report
- C. Register of Warrants & Debit Card Transactions** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from March 6, 2020 to June 11, 2020. **Action:** Approve Register of Warrants and Debit Card Transactions.
- D. Approval of Independent Contractor Agreement** - Approve 2-Year Agreement with Hugh Riley, Professional Management, LLC for Executive Director/ Administrative Services. **Action:** Approve and Authorize Chair to Execute Independent Contractor Agreement.
- E. VCOG – Audited Financial Statements- 2018-2019-** Review Financial Statements. VCOG Financial Statement for 2018-2019 are available on the VCOG Website- [www.venturacog.org](http://www.venturacog.org). **Action: Information Only- No Action Required.**

**Motion** was made by Member Huber to approve the Consent Calendar. The Motion was **Seconded** by Member Adam. The Motion carried without opposition

## 7. PRESENTATION ITEMS

- A. Fiscal Year 2020/2021 Budget** – Riley presented VCOG Resolution No. 2020-02 adopting the proposed VCOG Operating Budget for F.Y. 2020-2021 with proposed expenditures totaling \$77,942 including provisions for possible holding Annual Dinner Events in September 2020 and June 2021. Sponsor funds received from SCAG and SCE will be carried forward to the new budget. Expenses for Accounting Services were increased due to changes in the service provider. VCOG Member Dues Assessments were also presented with no changes from the previous year.

**Motion** was made by Member Crosswhite adopt Resolution No. 2020-02. The Motion was **Seconded** by Member Kildee. The Motion carried without opposition.

In addition to the Operating Budget, Riley presented VCOG Resolution No. 2020-03. The Resolution rescinds VCOG Resolution No. 2016-02, adopted on September 8, 2016 which directed that a Restricted Reserve Fund be maintained with a minimum amount to

correspond approximately to the total VCOG Operating Budget for a full fiscal year (App. \$ 70,000). This action would permit access to VCOG Reserve Funds for special projects approved by the Council. Member Crosswhite requested an amendment to the proposed Resolution to provide that sufficient reserves for six (6) months operating expense (app. \$35,000) be maintained without the need to further restrict the use of reserve funds. The amendment was composed and achieved consensus.

**Motion** was made by Member Crosswhite adopt Resolution No. 2020-03 as amended. The Motion was **Seconded** by Chair Parvin. The Motion carried without opposition.

**B. Lloyd DeLlamas- HdL Companies** - Lloyd DeLlamas- Executive Chairman of HdL Companies provided presentation on the COVID-19 Impact on local government revenue, and resources available to help them recover.

**C. Bruce Stenslie, President/CEO- Economic Development Collaborative-Ventura County** - Bruce Stenslie, President and CEO of the Economic Development Collaborative of Ventura County provided a presentation on resurrecting small businesses in the aftermath of COVID-19 Restrictions including resources available for assistance.


8. **BOARD MEMBER COMMENTS & REQUESTS FOR FUTURE AGENDA ITEMS – NONE**
9. **ADJOURNMENT** - Meeting adjourned at 7:15 p.m. to November 12, 2020



**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 6B**

**MEMORANDUM**

**TO:** Council Members and Alternates  
**FROM:** Hugh R. Riley, Executive Director   
**SUBJECT:** Financial Report  
**DATE:** September 10, 2020

**Recommendation:**

Receive and file Financial Report for Period ending September 4, 2020

**Discussion:**

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period to September 4, 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 \$100,345.22. This unusually high balance is attributed to the fact that there were no Annual Expenses incurred.

**ATTACHMENTS:** Balance Sheet – As of September 4, 2020  
 Profit and Loss – July 1, 2020 to September 4, 2020  
 Budget vs. Actual - July 1, 2020 to September 4, 2020



# Ventura Council of Governments

## BALANCE SHEET

As of September 4, 2020

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
BofA - 5797	-905.00
BofA - 9045	100,345.22
BofA CD - 8339	20,331.60
BofA MM - 2635	47,083.15
<b>Total Bank Accounts</b>	<b>\$166,854.97</b>
Accounts Receivable	
Accounts Receivable (A/R)	1,916.00
<b>Total Accounts Receivable</b>	<b>\$1,916.00</b>
Other Current Assets	
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$168,770.97</b>
Other Assets	
Fraud	0.00
<b>Total Other Assets</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$168,770.97</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Other Current Liabilities	
Payroll Liabilities	0.00
<b>Total Other Current Liabilities</b>	<b>\$0.00</b>
<b>Total Current Liabilities</b>	<b>\$0.00</b>
Long-Term Liabilities	
Unearned Income	6,000.00
<b>Total Long-Term Liabilities</b>	<b>\$6,000.00</b>
<b>Total Liabilities</b>	<b>\$6,000.00</b>
Equity	
Opening Balance Equity	111,291.04
Unrestricted Net Assets	-4,534.88
Net Income	56,014.81
<b>Total Equity</b>	<b>\$162,770.97</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$168,770.97</b>

# Ventura Council of Governments

## PROFIT AND LOSS

July 1 - September 4, 2020

	TOTAL
Income	
Dues Assessments	64,992.00
Other Types of Income	
Bank Interest	31.58
<b>Total Other Types of Income</b>	<b>31.58</b>
<b>Total Income</b>	<b>\$65,023.58</b>
GROSS PROFIT	<b>\$65,023.58</b>
Expenses	
Contract Services	
Accounting Fees	130.00
Executive Administration	8,000.00
<b>Total Contract Services</b>	<b>8,130.00</b>
Operations	
Advertising	68.00
Website	755.00
<b>Total Operations</b>	<b>823.00</b>
Travel and Meetings	
Meals	55.77
<b>Total Travel and Meetings</b>	<b>55.77</b>
<b>Total Expenses</b>	<b>\$9,008.77</b>
NET OPERATING INCOME	<b>\$56,014.81</b>
NET INCOME	<b>\$56,014.81</b>

# 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
<b>Income</b>			
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
<b>Investments</b>			
Interest-Savings, Short-term CD		450.00	450.00
<b>Total Investments</b>		<b>450.00</b>	<b>450.00</b>
<b>Total Income</b>	<b>\$64,992.00</b>	<b>\$77,942.00</b>	<b>\$12,950.00</b>
<b>GROSS PROFIT</b>	<b>\$64,992.00</b>	<b>\$77,942.00</b>	<b>\$12,950.00</b>
<b>Expenses</b>			
<b>Contract Services</b>			
Accounting Fees	130.00	2,550.00	2,420.00
Audit		5,250.00	5,250.00
Executive Administration	8,000.00	45,000.00	37,000.00
Legal Fees		100.00	100.00
<b>Total Contract Services</b>	<b>8,130.00</b>	<b>52,900.00</b>	<b>44,770.00</b>
<b>Operations</b>			
Printing and Copying		1,000.00	1,000.00
Supplies		400.00	400.00
Website	755.00	1,000.00	245.00
<b>Total Operations</b>	<b>755.00</b>	<b>2,400.00</b>	<b>1,645.00</b>
<b>Other Types of Expenses</b>			
Insurance - Liability, D and O		1,800.00	1,800.00
<b>Total Other Types of Expenses</b>		<b>1,800.00</b>	<b>1,800.00</b>
<b>Travel and Meetings</b>			
Annual Dinner		15,000.00	15,000.00
Conference and Meetings		4,842.00	4,842.00
Travel		1,000.00	1,000.00
<b>Total Travel and Meetings</b>		<b>20,842.00</b>	<b>20,842.00</b>
<b>Total Expenses</b>	<b>\$8,885.00</b>	<b>\$77,942.00</b>	<b>\$69,057.00</b>
<b>NET OPERATING INCOME</b>	<b>\$56,107.00</b>	<b>\$0.00</b>	<b>\$ -56,107.00</b>
<b>NET INCOME</b>	<b>\$56,107.00</b>	<b>\$0.00</b>	<b>\$ -56,107.00</b>




**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 6C.**

**MEMORANDUM**

**TO:** Council Members and Alternates

**FROM:** Hugh R. Riley, Executive Director 

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

**DATE:** September 10, 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.

*NOTE: The VCOG Admin Committee Reviewed the Proposed Policy on September 4, 2020 and is recommending approval.*

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**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 provided REAP Funds are available. 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 provided REAP Funds are available.
- 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 10<sup>th</sup> day of September 2020.

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Janice Parvin, Chair

Attest:

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Hugh Riley, Executive Director



**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 6D**

**MEMORANDUM**

**TO:** Council Members and Alternates  
**FROM:** Hugh Riley, Executive Director   
**SUBJECT:** Register of Warrants and Debt Card Transactions  
**DATE:** September 10, 2020

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**Recommendation:**

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from June 11, 2020 to September 4, 2020

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**Discussion:**

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period June 11, 2020 to September 4, 2020.

It is prepared in addition to the Financial Report so that the Council may be fully informed as to the expenditure of funds for services and other costs to the organization.

**ATTACHMENTS:** Warrant and Debit Card Registers



**Register of Warrants  
Ventura Council of Governments  
September 10, 2020**

Transactions from June 03, 2020 to September 4, 2020

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
385	06/24/20	TLH Staffing Services	05/31/19	Bookkeeping Services	\$ 110.00
386	07/01/20	Hugh Riley, Pro. Management, LLC	07/01/20	Executive Administration- June.	\$ 6,312.50
387	07/23/20	PostNet CA 110	04/01/20	Printing and Copying	\$ 73.10
388	08/02/20	Hugh Riley, Pro. Management, LLC	08/01/20	Executive Administration- July	\$ 4,812.50
389	08/04/20	Caroline Carter	08/01/20	Bookkeeping Services – July	\$ 130.00
390	08/05/20	Hugh Riley, Pro. Management, LLC	08/05/20	Expense Reimbursement-Meals	\$ 55.77
391	09/02/20	Hugh Riley, Pro. Management, LLC	09/01/20	Executive Administration- Aug.	\$ 3,187.50

**Register of Debit Card Transactions  
Ventura Council of Governments  
September 10, 2020**

Transactions from June 3, 2020 to September 4, 2020

<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
2950	07/06/20	Indeed, Inc.	07/06/20	Advertising-Housing Position	\$ 29.38
2950	07/06/20	Indeed, Inc.	07/06/20	Advertising-Housing Position	\$ 38.62
2950	08/09/20	Intuit-Quickbooks	08/09/20	Annual Quickbooks Subscription	\$ 755.00




**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 6E**

**MEMORANDUM**

**TO:** Council Members and Alternates

**FROM:** Hugh Riley, Executive Director 

**SUBJECT:** Approval of Independent Contractor Agreement with Chris Williamson, PhD, AICP for Housing Programs Specialist Services

**DATE:** September 10, 2020

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**Recommendation:**

It is recommended that the Council review and approve the Independent Contractor Agreement for Housing Programs Specialist for REAP Projects subject to final language approval by the Executive Director. The VCOG Administrative Committee reviewed the Agreement at their meeting on September 4 and is recommending approval.

**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.

As an independent contractor, Dr. Williamson receives no benefits and will be responsible for any taxes as required by law. The contract term is recommended to commence upon Board approval and continue through June 30, 2023.

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](mailto: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

<p><b>Planning Consultant</b> <i>Rincon Consultants Ventura, CA</i></p>	<p><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</p>	<p>2016 to present</p>
<p><b>Principal Planner</b> <i>Acting Department Director Acting Manager (3 months) Senior Planner Associate Planner</i></p> <p><i>City of Oxnard Oxnard, CA</i></p>	<p><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.</p> <p><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.</p>	<p>2004 to 2016</p> <p>Jeff Lambert Community Development Director</p>
<p><b>Adjunct Lecturer (ret.)</b> <i>California State University Channel Island</i></p>	<p>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.</p>	<p>Sean Anderson Department Chair Env Sci &amp; Res Mngmt 2009 to present</p>
<p><b>Vice President for Research</b> <i>Solimar Research Group Ventura, CA</i></p>	<p>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.</p>	<p>2001 to 2004 William Fulton President <a href="http://www.solimar.org">www.solimar.org</a></p>
<p><b>Research Associate Professor of Geography</b> <i>Department of Geography University of Southern California</i></p>	<p>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.</p>	<p>1998 to 2004</p>
<p><b>Associate Planner</b> <i>City of Long Beach</i></p>	<p>Current planning staff in full-service city of about 500,000. Planning GIS applications and managed city demographics.</p>	<p>1992-1995</p>
<p><b>Adjunct Associate Professor Asst. Dean, Academic Affairs Asst. Dean, Student Affairs</b> <i>School of Policy, Planning, and Development University of Southern California</i></p>	<p>Course planning, instructor selection, class scheduling; curriculum development, documentation, &amp; approvals; supervise graduate and undergraduate advisors &amp; 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)</p>	<p>1988 to 1998</p> <p>Dean Edward Blakely</p>

<b>Special Asst. to the Director</b>	Special Asst.: Speechwriter and special projects for the Director; 1986	
<b>Survey Statistician</b>	White House demographic briefing. Survey Statistician: SIPP, NCS,	1985 to 1988
<b>Geographer</b>	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

<b>PhD Planning and Policy Analysis</b> <i>University of Southern California</i>	Planning and Policy Analysis/Public Administration Dissertation on Housing Market Economics and Policy	1986
<b>Master of Planning</b> <i>University of Virginia</i>	Housing and Community Development courses included Urban Design, Law, and Growth Management	1981
<b>BS in Geography</b> <i>Pennsylvania State University</i>	Major Urban Geography Minor Landscape Architecture	1977
<b>Fulbright Fellow</b> <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
<b>Director, Central Coast Section</b> <b>American Planning Association</b>	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 10th 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 VCGO 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 (\$100.00hour) 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.