## 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 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 . 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.

### 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**

<u>City of Camarillo</u> Kevin Kildee, Member Susan Santangelo, *Altemate* 

City of Oxnard Tim Flynn, Member Oscar Madrigal, Alternate

<u>City of Simi Valley</u> Ruth Luevanos, Member *Mike Judge, Alternate*  <u>City of Fillmore</u> Tim Holmgren, Member Alternate- To Be Named

<u>City of Port Hueneme</u> Sylvia Muñoz Schnopp, Member Will Berg, *Alternate* 

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

City of Moorpark
Janice Parvin, Member
David Pollock, Alternate

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

County of Ventura
Bob Huber, Member
John Zaragoza, Alternate

City of Ojai Ryan Blatz, Member Randy Haney, Alternate

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

### 4. EXECUTIVE DIRECTOR'S REPORT - Written Report Sent With Agenda Message

- 5. <u>AGENCY REPORTS</u> Oral Reports <u>If</u> Representatives Attend
  - A. Southern California Association of Governments
  - **B. Ventura County Transportation Commission**
  - C. League of California Cities
  - D. Other

### 6. CONSENT CALENDAR

- A. <u>Summary of June 11, 2020 Meeting p. 4 Approve Meeting Summary for the June 11, 2020. ACTION: Approve Meeting Summary as published.</u>
- B. <u>Financial Report p. 8 Approve Ventura Council of Governments Financial reports</u> for the Budget Period June 11, 2020 to September 4, 2020. **ACTION:** Approve Financial Report
- C. <u>VCOG Contractor Procurement Policy</u> 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. <u>Approval of Independent Contractor Agreement</u> 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. <u>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</u>

### 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).

### **VENTURA COUNCIL**



### **OF GOVERNMENTS**

### 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 <a href="https://us02web.zoom.us/i/83600420316?pwd=aGVQVmlhV2x4SmR4VHJmKy8ycGJ0dz09">https://us02web.zoom.us/i/83600420316?pwd=aGVQVmlhV2x4SmR4VHJmKy8ycGJ0dz09</a>

- 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 <u>pending housing element updates</u> 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, <u>please ask</u> 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 Websitewww.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 6 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.** <u>Lloyd DeLlamas- HdL Companies</u> 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. <u>Bruce Stenslie</u>, <u>President/CEO- Economic Development Collaborative-Ventura County</u> 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

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

<sup>\*</sup> Variable

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

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

### Ventura Council of Governments

### **BALANCE SHEET**

As of September 4, 2020

	TOTAL
ASSETS	
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
Total Bank Accounts	\$166,854.97
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	\$168,770.97
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$168,770.97
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Payroll Liabilities	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$0.00
Long-Term Liabilities	
Long-Term Liabilities Unearned Income	6,000.00
<del>-</del>	6,000.00 <b>\$6,000.00</b>
Unearned Income	
Unearned Income  Total Long-Term Liabilities  Total Liabilities	\$6,000.00
Unearned Income Total Long-Term Liabilities Total Liabilities Equity	\$6,000.00 \$6,000.00
Unearned Income  Total Long-Term Liabilities  Total Liabilities	\$6,000.00
Unearned Income  Total Long-Term Liabilities  Total Liabilities  Equity  Opening Balance Equity	\$6,000.00 \$6,000.00 111,291.04
Unearned Income  Total Long-Term Liabilities  Total Liabilities  Equity  Opening Balance Equity  Unrestricted Net Assets	\$6,000.00 \$6,000.00 111,291.04 -4,534.88

### Ventura Council of Governments

### PROFIT AND LOSS

July 1 - September 4, 2020

	TOTAL
Income	
Dues Assessments	64,992.00
Other Types of Income	1
Bank Interest	31.58
Total Other Types of Income	31.58
Total Income	\$65,023.58
GROSS PROFIT	\$65,023.58
Expenses	
Contract Services	
Accounting Fees	130.00
Executive Administration	8,000.00
Total Contract Services	8,130.00
Operations	
Advertising -	68.00
Website	755.00
Total Operations	823.00
Travel and Meetings	
Meals	55.77
Total Travel and Meetings	55.77
Total Expenses	\$9,008.77
NET OPERATING INCOME	\$56,014.81
NET INCOME	\$56,014.81

### 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	8,000.00	45,000.00	37,000.00
Legal Fees		100.00	100.00
Total Contract Services	8,130.00	52,900.00	44,770.00
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	The second secon	20,842.00	20,842.00
Total Expenses	\$8,885.00	\$77,942.00	\$69,057.00
NET OPERATING INCOME	\$56,107.00	\$0.00	\$ -56,107.00
NET INCOME	\$56,107.00	\$0.00	\$ -56,107.00



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.

### 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:

<u>SECTION 1:</u> 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.

Attest:

Resolution No. 2020-04 Page 2

Janice Parvin, Chair

Hugh Riley, Executive Director

### 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** 

### Recommendation:

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

### 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

# Ventura Council of Governments September 10, 2020 Transactions from June 03, 2020 to September 4, 2020 Register of Warrants

Check #	Date	Paid To	Inv. Date	Description	Am	Amount Paid
385	06/24/20	TLH Staffing Services	05/31/19	Bookkeeping Services	69	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

# September 10, 2020 Transactions from June 3, 2020 to September 4, 2020 Register of Debit Card Transactions **Ventura Council of Governments**

Amount Paid	29.38	38.62	755 00
Ā	₩	₩	<del>4</del> 5
Description	Advertising-Housing Position	Advertising-Housing Position	Annual Quickbooks Subscription &
Inv. Date	07/06/20	07/06/20	08/09/20
Paid To	Indeed, Inc.	Indeed, Inc.	Intuit-Quickbooks
Date	07/06/20	07/06/20	08/09/20
Card #	2950	2950	2950

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** 

### 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 (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

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Planning Consultant Rincon Consultants Ventura, CA	Oxnard – SB2 and LEAP grant management, zoning code updates, CEQA, Local Coastal Plan Update, consistency rezoning, affordable housing entitlements, 2021-2029 Housing Element and RHNA Wellhead Electric – Energy Facility planning and entitlements Utility-scale Solar, Batteries, and Gas-Fired Generation Census 2020 – Complete Count Committee, Gov't Subcommittee	2016 to present
Principal Planner Acting Department Director Acting Manager (3 months) Senior Planner Associate Planner City of Oxnard Oxnard, CA	Advance Planning: 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.  Current Planning: Entitlements processing, specific plan development, annexations, Zoning Code revisions, staff supervision, public workshops, Planning Commission and City Council presentations.  CEQA/NEPA compliance and documentation, CEQA thresholds, VMT/LOS-issue, addendums, exemptions, manage consultants.  Military Compatibility: Joint Land Use Plan with U.S. Navy.  Emergency Operations: NIMS training, EOC exercises.	2004 to 2016  Jeff Lambert  Community Development  Director
Adjunct Lecturer (ret.) California State University Channel Island	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 Solimar Research Group Ventura, CA	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 Department of Geography University of Southern California	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 City of Long Beach	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 School of Policy, Planning, and Development University of Southern California	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 Survey Statistician Geographer Bureau of the Census Special Asst.: Speechwriter and special projects for the Director; 1986 White House demographic briefing. Survey Statistician: SIPP, NCS, CPS, AHS; 1986 Test Census; Geographer: 1980 Census processing and geographic problem resolutions, determination of MSA/SMSA's.

1985 to 1988 1979 to 1982

### ACADEMIC

PhD Planning and Policy Analysis University of Southern California	Planning and Policy Analysis/Public Administration Dissertation on Housing Market Economics and Policy	1986
Master of Planning University of Virginia	Housing and Community Development courses included Urban Design, Law, and Growth Management	1981
BS in Geography Pennsylvania State University	Major Urban Geography Minor Landscape Architecture	1977
Fulbright Fellow Berlin and Washington, DC	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 METRANS (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:

### <u>AGREEMENT</u>

### 1.0 POSITION AND DUTIES

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 <u>Work Schedule</u>. 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 <u>VCOG Documents</u>. 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 <u>COMPENSATION</u>

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. <u>Commencement Date</u>. Contractor shall commence work with VCOG as of the Effective Date.

- 3.2. <u>Term.</u> 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 VOCG 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 <u>Indemnification by VCOG</u>. 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 <u>Indemnification by Contractor</u>. 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 <u>Insurance</u>. 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) <u>Comprehensive General Liability Insurance</u>. 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) <u>Automobile Insurance</u>. 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, nonowned, leased, and hired vehicles.
- (d) <u>Errors and Omissions</u>. 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:

To Contractor:

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

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 Contractor shall promptly inform VCOG of any contract, and public sector ethics laws. 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 oncall 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 <u>Partial Invalidity</u>. 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 <u>Dispute Resolution</u>. 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 <u>Compliance with Laws</u>. 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 <u>Amendments</u>. 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 <u>Attorneys' Fees</u>. 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 <u>Headings</u>. 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 <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by this reference.
- 7.15 <u>Gender and Number</u>. 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.

"VCC	G"
	ra Council of Governments, a ornia Joint Powers Authority
By:	Janice Parvin, Chair of the Council
"CON	TRACTOR"
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);
- 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;
- 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;

### VENTURA COUNCIL



### OF GOVERNMENTS

ITEM 7A

### **MEMORANDUM**

TO:

Council Members and Alternates

FROM:

Hugh Riley, Executive Director

SUBJECT:

California Lutheran University (CLU) Proposal for Community

Benefit Grant - V.C. Family Justice Center Evaluation Study

DATE:

September 10, 2020

### Recommendation:

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.

NOTE: The VCOG Admin Committee Reviewed the Proposed Community Benefit Project on September 4, 2020 and is recommending approval.

### 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 and Research Grant Agreement provide the evaluation plan, research team, budget, and timeline. Dr. Molly George, Associate Professor, Criminology & Criminal Justice, California Lutheran University, and members her research associates will be available to the Council to discuss the proposal and answer questions.

ATTACHMENTS: CLU Proposal

**Research Grant Agreement** 

### **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 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

Associate Professor

Molly George

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, <sup>1</sup> 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. <sup>2</sup> The Department of Justice has identified FJCs as a "best practice" in the field of domestic violence intervention and prevention services. <sup>3</sup>

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

<sup>&</sup>lt;sup>1</sup> "Family violence" is used to refer to domestic violence, as well as child/elder/dependent adult abuse.

<sup>&</sup>lt;sup>2</sup> Gwinn, C., & Strack, G., 2010.

<sup>&</sup>lt;sup>3</sup> 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. 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. Crimes against the elderly and dependent adults may also rise, while remaining hidden, due to isolation and family stress.

Sexual violence is also anticpated 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. Further, the social and economic disruptions of COVID-19 pandemic will exacerbate human trafficking and contribute to a rise in the the physical and sexual exploitation of migrants and minors in particular.

<sup>&</sup>lt;sup>4</sup> See Leslie & Wilson, 2020 and Piquero et al., 2020.

<sup>&</sup>lt;sup>5</sup> National Society for the Prevention of Cruelty to Children, 2020 cited in Usher et al., 2020.

<sup>&</sup>lt;sup>6</sup> RAINN, 2020.

<sup>&</sup>lt;sup>7</sup> 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.<sup>8</sup> 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.<sup>9</sup>

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 (FJCs), 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.

<sup>&</sup>lt;sup>8</sup> Gonzalez et. al., 2020.

<sup>&</sup>lt;sup>9</sup> Mauseth et al., 2020.

Evaluation		Data Collection
Domain	Research Questions	Sources
	What reasons do victims seek services at the VCFJC?	
	Types and # of services received?	
	How has the COVID-19 pandemic affected clients'	➤Secondary data
	victimization and ability to seek support?	analysis of VCFJC
Client level	Clients' overall experiences with the VCFJC?	records &
	How have clients' situations, safety, and well being been	➤Surveys with
	affected by participation in VCFJC services?	Victims
	How is the COVID-19 pandemic affecting victims' lives in	]
	the short-term and long-term?	
	Demographics of clients served? Number and type of services provided?	➤Secondary data
	Experiences/perceptions of VCFJC staff regarding	analysis of VCFJC
Program	program operations?	records &
Level	Collaboration & data sharing between agencies? What	Surveys of
Lever	works well and what challenges exist?	VCFJC Staff and
	Staff's perceptions of the effectiveness of services?	Agency partners
	How has COVID-19 affected the short-term and long-term	Agency partiters
	needs/operations of the VCFJC?	
	How many clients reported their case to police? # of	
	protective orders filed?	
	How many cases resulted in arrest? Referred for	➤Secondary data
Criminal	prosecution? Number of cases prosecuted?	analysis of VCFJC
Justice	How many clients/victims participate in their cases vs do	records and
Outcomes	not participate or recant?	Criminal Justice
	How many cases were resolved by sentencing? How many cases were dismissed?	data
	Was there a significant difference in cases that occured	
Control of the	after the COVID-19 pandemic?	
3548375374755374553		
	Number of DV-related calls for service in the county? # of	
	DV-related homicides in the county?	
	Number of child/elderly/dependent adult abuse cases	. 0
Community	reported in the county?	➤Secondary data
	Number of sexual assault cases reported in the county?	analysis of Criminal
Level	Number of human trafficking cases reportedin the	Justice and
	county?	Community data
	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.

# RESEARCH AGREEMENT NO.

#### BY AND BETWEEN

#### AND

#### THE CALIFORNIA LUTHERAN UNIVERSITY

This research agreement ("Agreement") is entered into and effective as of September 10, 2020, by and between the Ventura Council of Governments, a Joint Powers Authority, (Tax ID # 68-0588838) having its principal place of business at 33 East High Street, Suite 200, Moorpark, CA 93021, ("Sponsor") and California Lutheran University (CLU or University).

#### RECITALS

WHEREAS, Sponsor wishes to have certain research performed in accordance with the scope of work outlined in this Agreement; and

WHEREAS, the performance of such research is consistent, compatible and beneficial to the academic role and mission of University as an institution of higher education; and

WHEREAS, University is qualified to provide such research required under this Agreement.

#### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and undertakings herein set forth, the parties agree as follows:

- 1. Scope of Work. Subject to receipt of Compensation as provided for in Section 3 below, the University agrees to perform for Sponsor certain research described in the Scope of Work set forth in Appendix A (Research), which is attached hereto and incorporated herein by this reference.
- 2. <u>Period of Performance</u>. The Project period under this Agreement is intended to commence on September 10, 2020 and continue until August 2021. The Budget Period shall commence on September 10, 2020 and continue until June 30, 2021 (Initial Term). This Agreement may be extended for additional periods of performance beyond the Initial Term, upon written approval by Sponsor and University.
- 3. Compensation and Payment.
  - 3.1 <u>Compensation</u>. Sponsor shall pay to the University a total of Eight Thousand U.S. Dollars (\$8,000.00) ("Compensation") for performance of the Research under this Agreement.
  - 3.2 Payment.

3.2.1 For Research that is performed on a fixed price or fixed fee for service basis, Sponsor shall pay the Compensation in four payments. The first payment shall equal thirty percent (30%) of the total Compensation and shall be due upon execution of this Agreement, after receipt of an invoice. The second payment shall equal thirty percent (30%) of the total Compensation and shall be due within 30 days, after receipt of an invoice. The third payment shall equal thirty percent (30%) of the total Compensation and shall be due within 30 days, after receipt of an invoice. The final payment shall equal the remaining ten percent (10%) of the total Compensation and shall be due after completion of the Research and receipt of an invoice.

Invoices shall be delivered to:

Ventura Council of Governments
P.O. Box 157
Moorpark, CA 93020

Compensation checks shall be payable to "California Lutheran University" and shall be delivered to:

California Lutheran University Accounts Receivable 60 West Olsen Road #1465 Thousand Oaks, CA 91360

## 4. Technical Supervision

- 4.1. <u>Supervision by Sponsor</u>. The person with primary responsibility for supervision of the performance of the Research on behalf of Sponsor shall be Hugh Riley, Executive Director, or such other person as may be designated by Sponsor, who shall have primary responsibility for technical supervision of the Project.
- 4.2. <u>Supervision by University</u>. The person with primary responsibility for supervision of the performance of the Research on behalf of University shall be Dr. Molly George. No other person shall replace or substitute for him/her in the supervisory responsibilities hereunder without the prior written approval of University, which may be granted or withheld at University's sole discretion.
- 5. <u>Reporting Requirements</u>. University shall provide written reports to Sponsor on the progress of the performance of Research as outlined or required in the Scope of Work. A final written report shall be furnished to Sponsor upon completion of the Research within 60 days of the last day of the project period and after the final payment has been received.
- 6. <u>Equipment</u>. All equipment, instruments and materials purchased or used by University in connection with performance of the Research shall at all times remain under the sole control and ownership of University.

#### 7. Publication and Confidentiality.

7.1. <u>Publication</u>. In furtherance of University's role as a public institution of higher education, it is necessary that significant results of Research activities be reasonably available for publication by the University, and Sponsor acknowledges that University may publish the results of Research conducted in connection with this Agreement.

Notwithstanding the foregoing, University agrees that it shall not publish the results of Research conducted in connection with this Agreement, without the prior written consent of Sponsor, until the expiration of six (6) months following the first to occur of either the termination of this Agreement or submission of the final written report required under Section 5 hereof. In the event University wishes to publish Research results prior to the expiration of the above described six (6) month period, University shall first provide to Sponsor written notice of University's intent to publish and a draft of such publication. Sponsor shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by Sponsor to contain confidential or patentable material owned by Sponsor, or to request a delay in submission of the draft for publication pending Sponsor's application for patent protection. In either event, University shall have no obligation to delay publication of the draft for longer than six (6) months following delivery of University's notice to Sponsor of intent to publish. If University does not receive Sponsor's written response to the notice of intent to publish within the thirty (30) day period, then Sponsor shall be deemed to have consented to such publication. Information supplied to University by Sponsor and identified by Sponsor as proprietary information shall not be included in any material published by University without prior written consent of Sponsor.

### 8. Indemnification.

Sponsor shall indemnify, defend and hold harmless University, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages that may result from the negligent acts or omissions of Sponsor, its officers, agents or employees in connection with this Agreement.

- 9. <u>Compliance With Laws</u>. In performance of the Research, Sponsor and the University shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders.
- 10. Patents and Inventions. The University shall own all right, title and interest in all inventions and improvements conceived or reduced to practice by University or University personnel in the performance of the Research (hereinafter collectively "Invention") and may, at its election, file all patent applications relating thereto. In consideration of Sponsor's support of University in performance of the Research and subject to receipt as provided for under Section 3 of this Agreement, University hereby grants to Sponsor an option for an exclusive license to said Invention, which shall expire six (6) months after University has provided written notice to Sponsor of any such Invention ("Option Period"). Upon exercise of the option in writing, the parties will meet within thirty (30) days to begin negotiating the terms of the license. The parties agree to negotiate in good faith. In the event a license is not executed within six (6) months from the exercise of the option, or the option is not exercised within the Option Period the University shall be free to license the Invention to others at the University's sole discretion with no further obligation to the Sponsor. In the event the University shall abandon its rights to any such

Invention prior to exercise of said option, University shall assign to Sponsor all of the University's rights, title and interest therein.

- 11. <u>Relationship of Parties</u>. In assuming and performing the obligations of this Agreement, University and Sponsor are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other. Neither party shall use the name or any trademark of the other party in any advertising, sales promotion or other publicity matter without the prior written approval of the other party.
- 12. <u>Termination</u>. This Agreement may be terminated by either party at any time and from time to time, by giving written notice thereof to the other party. Such termination shall be effective thirty (30) days after receipt of such notice. Termination shall not relieve either party of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind any payments made prior to the time of such termination.
- 13. <u>Uncontrollable Forces</u>. Neither Sponsor nor University shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Sponsor or University under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

# 14. Miscellaneous.

- 14.1. <u>Assignment</u>. Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written consent of the other party.
- 14.2. <u>Entire Agreement</u>. This Agreement, with its attachments, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by written instrument executed by both parties.
- 14.3. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
- 14.4. <u>Notices</u>. Except as provided in Section 3 hereof regarding payment of invoices, any notice or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of delivery if delivered by courier, express mail service or first-class mail, registered or certified, return receipt requested.
- 14.5. Order of Precedence. In the event of any conflict, inconsistency or discrepancy amount, the Agreement and any other documents listed below shall be resolved by giving precedence in the following order.

- (a) This Agreement including the Exhibits hereto
- (b) Purchase Order issued by Sponsor. In the event a purchase order is issued under this Agreement and such purchase order contains standardized terms and conditions, the terms and conditions of this Agreement shall supersede and replace all such purchase order standardized terms and conditions.
- 14.6. Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without application of any principles of choice of laws. Disputes that cannot be resolved by Sponsor and University shall be determined by a court of competent jurisdiction in the State of California.
- 14.7. Nonwaiver. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.8. <u>Use of Name</u>. Sponsor may not use the name of University in any news release or advertising or any publications directed to the general public without written approval of University.
- 14.9. <u>Insurance</u>. Both parties to this Agreement shall maintain insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.
- 14.10 Export Control. In the event that a party under this Agreement intends to provide information, equipment or materials restricted under applicable export control law or regulations (including but not limited to Export Administration Regulations and International Traffic in Arms Regulations, to Institution during the course of any activity under this Agreement, the party must first notify Institution of its intention to provide this data at least 30 days in advance of actually providing this information, equipment or materials, and indicate to whom at Institution the information, equipment or materials is being provided, along with specific reference to the applicable regulatory sections. Institution will then determine whether it will accept such information, equipment or materials or decline. In addition, each party's performance of any activity under this Agreement is subject to compliance with all U.S. export control and Office of Foreign Assets Controls (OFAC) regulations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

VENTU	RA COUNCIL OF GOVERNMENTS "Sponsor"	CALIFORNIA LUTHERAN UNIVERSI "University"						
Ву:	Signature	Ву:	Tom March Signature					
Name:	Janice Parvin	Name:	Thomas Marsh					
Title:	Chair	Title:	Controller, California Lutheran University					
Date:		Date:	09/04/20					

# APPENDIX A SCOPE OF WORK

# 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.

<b>Evaluation Domain</b>	Research Questions	Data Collection Sources				
	What reasons do victims seek services at the VCFJC? Types and # of services received?					
	How has the COVID-19 pandemic affected clients' victimization and ability to seek support?	> Cocondon, data analysis of				
Client level	Clients' overall experiences with the VCFJC?	➤Secondary data analysis of VCFJC records & ➤Surveys				
	How have clients' situations, safety, and well being been affected by participation in VCFJC services?	with Victims				
	How is the COVID-19 pandemic affecting victims' lives in the short-term and long-term?					
	Demographics of clients served? Number and type of services provided?					
	Experiences/perceptions of VCFJC staff regarding program operations?	➤Secondary data analysis of VCFJC records & ➤Surveys of				
Program Level	Collaboration & data sharing between agencies? What works well and what challenges exist?	VCFJC Staff and Agency partners				
	Staff's perceptions of the effectiveness of					

	services?	
	How has COVID-19 affected the short-term and long-term needs/operations of the VCFJC?	
	[1] 《是否性文学》[1] 如何多个类型[	
	How many clients reported their case to police? # of protective orders filed?	
	How many cases resulted in arrest? Referred for prosecution? Number of cases prosecuted?	
Criminal Justice	How many clients/victims participate in their cases vs do not participate or recant?	➤ Secondary data analysis of VCFJC records and Criminal
Outcomes	How many cases were resolved by sentencing? How many cases were dismissed?	Justice data
	Was there a significant difference in cases that occured after the COVID-19 pandemic?	
	Number of DV-related calls for service in the county? # of DV-related homicides in the county?	
Community	Number of child/elderly/dependent adult abuse cases reported in the county?	➤Secondary data analysis of
Level	Number of sexual assault cases reported in the county?	Criminal Justice and Community data
	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. She will be spending approximately 120 hours on the project at \$13/hr.

#### **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

# APPENDIX B RESEARCH AGREEMENT BUDGET Budget

CLU Employee, Dr. Molly George	\$2,500	
CLU Employee, Dr. Jamshid Damoole	\$1,500	
Proj Coord (Sdt EE)	\$1,690	(60 hrs. x \$13/hr.) + (65 hrs. x \$14/hr.)
Fringe	\$351	
Non CLU EE (Dr. Leslie Abell)	\$1,500	
Disseminations Costs	\$459	
	\$8,000	

# VENTURA COUNCIL OF GOVERNMENTS



ITEM 7B

#### **MEMORANDUM**

TO:

**Council Members and Alternates** 

FROM:

Hugh Riley, Executive Director

SUBJECT:

Regional Early Action Program (REAP) Partnership Project

**Application** 

DATE:

September 10, 2020

#### **RECOMMENDATION:**

Review Proposed REAP Project Application, Budget and Time Schedule and Authorize Submittal of REAP- Sub-regional Partnership Application to the Southern California Association of Governments (SCAG).

NOTE: The VCOG Admin Committee Reviewed the Proposed REAP Sub-regional Partnership Application on September 4, 2020 and is recommending approval.

#### 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 State Law, 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 ("6<sup>th</sup> 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. VCOG's REAP Application would be submitted on or before the September 17 deadline with a grant agreement presented to the Council on November 12, 2020.

#### **MEMBER AGENCY COORDINATION**

Since June, VCOG Staff has developed the proposed VCOG REAP Projects with considerable input from the VCOG Administrative Committee, 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 23<sup>rd</sup> discussions with SCAG sub-regional REAP staff;
- July 23<sup>rd</sup> discussion with several city managers;
- July 23<sup>rd</sup> 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 24<sup>th</sup> 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) proposed to initiate four projects to implement the SCAG-administered Regional Early Action Planning (REAP) grant program for the 11 Ventura County jurisdictions based on the following assumptions:

- 1. The SCAG Regional Council approved REAP Guidelines on September 3, 2020 and will reimburse expenses between September 3, 2020 and the effective date of a SCAG-VCOG REAP grant contract "... specifically associated with program development, such as preparation of the program application, development of guidelines and other related documents, and development of scopes of work and contracts" (Guidelines, pg. 13).
- 2. VCOG will submit the REAP application to SCAG no later than the September 30, 2020 due date and enter into the contract approval process expected to take about a month.
- 3. The REAP grant proposal is based on \$432,000, but may be changed by SCAG, administrative costs are limited to five percent, and \$30,000 is initially designated as a contingency that may be later allocated to one or more Projects with SCAG approval.
- 4. An approved REAP scope of work may be amended and REAP funds re-allocated between Tasks with SCAG approval.

#### EXECUTIVE - REAP APPLICATION AND OVERSITE

The REAP budget includes \$7,990 for the Executive Director to execute the initial and subsequent SCAG contracts, prepare and file the REAP grant application, and authorize subsequent grant reports. In order to prepare the REAP grant proposal, the Executive Director will contact the 11 VCOG jurisdictions to ascertain the status of their respective 2021-2029 Housing Element updates, key housing production issues, and what REAP-funded services they are likely to utilize.

#### **DELIVERABLES**

- 1. REAP application and related documents, subsequent amendments as needed.
- 2. 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 4, 2020 to end of grant.

## **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 that support accelerating housing production. The product would be a flexible PPT file, allowing city 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 city housing element websites. The third product would be in-person presentations by the VCOG Housing Specialist as invited by VCOG member agencies.

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

Create a short history of Ventura County's housing development relative to population growth relative to the: 1) unique regional planning context in Ventura County, and 2) periodic housing market 'crashes' such as the 2008-2012 Great Recession that explain why there is a housing crisis and the need for accelerating housing production. 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, RTP/SCS, and AFH)

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 consistency with the SCAG 20145 RTP/SCS the addition of the Assessment of Fair Housing are new to this housing element cycle.

# TASK C: Ventura County Planning Context

Summarize VCOG member RHNA allocations (drafts, then final). Relate Ventura County-regional planning (Guidelines for Orderly Development, SOAR, and environmental issues). Explain how this RHNA cycle is focused on both making up for housing not created during the Great Recession as well as housing for projected growth, hence the need to accelerate housing production within the Ventura County planning context.

#### 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, the need to affirmatively accelerate housing production with the County planning context, 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

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, HCD certification, and Programs

#### **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 HCD requirements and consistency with the SCAG 2045 RTP/SCS, 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, and in implementing programs that affirmatively accelerate housing production.

#### **DELIVERABLES**

- 1. Running list of Q&A on dedicated VCOG webpage.
- 2. Answers, corrections, and comments returned to VCOG member staff.
- CEQA scoping memoranda.

TIMEFRAME – September 3, 2020 through October 15, 2021 (Housing Elements), June 1, 2021 to end of grant (program implementation assistance)

#### **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 <u>Impediments to Fair Housing Report</u> 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 (SB 743) 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.

<u>TASK B:</u> 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.

<u>TASK D</u>: Evaluate cumulative VMT impacts of all housing sites in coordination with VCTC modeling and compliance with SB 743.

#### **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. Coordinate and participate with HCD/Placeworks ADU technical assistance programs.

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 to affirmatively accelerate ADU housing production.

#### **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.)

ASSUMED TOTAL REAP BUDGET \$432,000	Hours		utive ector	Р	ousing rogram pecialist		chnical Staff
Hourly Rate		\$	125	\$	100	\$	75
REAP Application and Oversite	12	\$	1,500	\$	4,000	\$	
Housing Element Law and Process: County-wide Outreach State Housing Crisis Declaration, Legislation, DOF, and HCD	9	\$	1,125	\$	6,000	\$ \$	-
SCAG (RHNA, RTP/SCS, and AFH) Ventura County Planning Context Presentations				\$ \$ \$	6,000 4,000 8,000	\$ \$ \$	- - -
	9	\$	1,125	\$	24,000	्य । (१) इस्ट्री	
Preparing Housing Element, Adoption, HCD Certification, and Programs	9	\$	1,125			\$	
Responding to questions, maintain Q&A list Coordinating with SCAG and HCD TA Teams QC review of jurisdiction draft housing element chapters and data				\$ \$	20,000	\$ \$	-
Evaluation of proposed sites per HCD Guidance  Consistency with State law and SCAG review				\$ \$ \$	10,000 10,000 10,000	\$ \$	9,000 9,000
Scoping for CEQA review				\$	10,000	\$	9,000
	9	\$	1,125	\$	80,000	\$	27,000
Assessment of Fair Housing and VMT	9	\$	1,125			\$	-
Review County-wide Impediments to Fair Housing Report (IFHP)				\$	8,000	\$	-
Evaluate proposed housing sites against Tax Credit Allocation Committee resource maps				\$	12,000	\$	-
Quality Control (QC) review of draft chapters and data				\$	6,000		
Evaluate cumulative VMT impacts (SB 743)				\$	6,000		
	9	\$.	1,125	\$	32,000		
Regional ADU Program: Templates, Ordinances, and Plans	9	\$	1,125				
Survey VCOG members regarding ADU activity, issues, and ypical plan corrections.				\$	20,000	\$	-
Develop a Regional ADU Program				\$	12,000	\$	-
		\$	1,125	\$	32,000	- :	

	lmin. Staff	Cc	ontractor(s)	Re	eimbursable Travel	0	ther Direct Costs		TOTAL	Begin	End
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\$	-	\$	-	\$	=	\$	-	\$	4,000	Sept 3 2022	28-Feb
\$	-	\$	4,000	\$	500	\$		\$	12,500	Nov 1 2020	Nov 1 2021
\$	3,000	\$	4,000	\$	500	\$		<u>.</u> \$	32,625		
\$	6,000							\$	7,125		
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	-	\$	-	\$	-	\$	-	\$	19,000	Sept 3 2020	Dec 31 2022
\$	-	\$	25,000	\$	- 	\$	- 20	\$	44,000	Sept 3 2020	June 30 2021
\$	6,000	\$	53,000	\$	1,000	\$	2,000	°\$	170,125		
\$	4,000							\$	5,125		
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								\$	6,000	Sept 3 2020	12/31/2021
\$	4,000	\$	10,000	\$	·	\$	_	\$	47,125		
\$	6,000							\$	7,125		
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Months			Cumulative Expended	Percent of TOTAL
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34	Application, Sumary Report	\$	8,000.00	1.9%
10		\$	12,125.00	2.8%
2	PPT presentation for public outreach	\$	18,125.00	4.2%
6	PPT in Spanish	\$	24,125.00	5.6%
6	Record of in-person presentations	\$	28,125.00	6.5%
12	Report of Housing Element plans	\$	40,625.00	9.4%
		2-0 )		
10			·	-
22	Downton One LATAC A Pro- W. L. W.	\$	47,750.00	11.1%
22 22	Running Q and A FAQ on line. Website	\$	72,750.00	16.8%
16	Running Q and A FAQ on line. Website Comments on drafts. FAQ on website	\$ \$	92,750.00 102,750.00	21.5%
16	Site evaluation reports, FAQ on website		•	23.8%
16	Checklist 'report card', FAQ on website	\$ \$	147,750.00 166,750.00	34.2%
9	CEQA Scoping report, FAQ on website	۶ \$	210,750.00	38.6% 48.8%
		V.	# 15 15 15 15 15 15 15 15 15 15 15 15 15	10.0%
		[#-15.		
		\$	215,875.00	50.0%
12	Report on IFHP sections that may be used in			
12	Housing Element AFH sections.	\$	223,875.00	51.8%
12				
12	Template AFH section for Housing Elements	\$	235,875.00	54.6%
12	Draft cumulative AFH impact report and maps			
12	of housing sites. Draft cumulative impact VMT metrics suitable	\$	251,875.00	58.3%
	for CEQA review.	\$	257,875.00	59.7%
			-	
		\$	265,000.00	61.3%
24	Poport of ADII issues and recommendations	<u>ب</u>	385 000 00	66.004
	Report of ADU issues and recommedations Regional Fostering ADU Development	\$	285,000.00	66.0%
24	program, template documents, ordinances,			
24	and ADU plans	\$	402,000.00	93.1%
	and the plants	7	-102,000.00	33.170
	CONTINGENCY / FUTURE ALLOCATION	S	30,000.0	
		- :		

# VENTURA COUNCIL OF GOVERNMENTS



ITEM 7C

#### **MEMORANDUM**

TO:

**Council Members and Alternates** 

FROM:

Hugh Riley, Executive Director

SUBJECT:

Fiscal Year 2020/2021 Budget Amendment

DATE:

September 10, 2020

#### Recommendation:

Review and Approve proposed Amendments to the VCOG Operating Budget for F.Y. 2020-2021 and Adopt Resolution No. 2020-05.

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

#### 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 Operating Budget.

#### These include:

#### INCOME:

- CLU Community Benefit Research Grant Supplemental Appropriation
- REAP Phase 1-Project Funds -- SCAG Grant for FY 20/21 estimated at \$178,255
- 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 Subsequent Amendments	\$ 4,750 \$ 3,250	\$ 4,750			

# 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	\$ 4,500	<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	<b>\$</b> 10,000	\$ 5,000
TOTAL PROJECT COSTS	\$ 47,125	\$ 26,125

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

BUDGET	Total Costs (2020-2023)		Costs 2020 to June 2021)	
Director & Administration Housing Specialist Other Direct Costs TOTAL PROJECT COSTS	\$ 5,125 \$ 32,000 \$ 107,000 \$ 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

- Legal Expense- increased slightly in the event a review of certain contracts is necessary.
- 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:

<u>SECTION 1:</u> On June 11, 202018, the Governing Body adopted a budget for Fiscal Year 2020-2021 to fund VCOG operations for the fiscal year.

<u>SECTION 2:</u> 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.

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

Janice Parvin, Chair	 <u> </u>	
Attest:		

Hugh Riley, Executive Director

PASSED AND ADOPTED this 10<sup>th</sup> day of September 2020.

#### **ATTACHMENT A**

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

	Fiscal 2020/2		Fiscal Year 2020/2021
Budget Item	Appro	ved Budget*	Amended Budget
Income Annual Dinner Sponsorships Annual Dinner Tickets Dues Assessments Sub Total Income Other Types of Income Bank Interest	12,000 500 64,992 <b>77,492</b>	Decrease by 12,000  Decrease by 430	-0- 500 <u>64,992</u> <b>65,492</b>
Research Grant Appropriation SCAG- REAP Contract Total-Other Types of Income Total Income	-0- -0- <u>450</u> 77,942	Increase by 8,000	8,000 178,255** 186,275 251,767
Unearned Income Liability Total Income and Unearned Income	•		<u>6,000</u> _ 257,767
Expenses Contract Services Accounting Services Audit Executive Administration REAP Project Costs Director and Administration Housing Specialist Other Costs SUBTOTAL REAP COSTS Research Grant-CLU Legal Fees Total Contract Services  Miscellaneous Expense	2,550 5,250 45,000 -0- -0- -0- -0- 100 <b>52,900</b>	Add Add Add Add Add Increase by 270	2,550 5,250 45,000 16,375 88,600 73,280 178,255** 8,000 370 239,425
Operations Printing and Copying Supplies Website & Programs Total Operations	1,000 400 <u>1,000</u> 2,400	Increase by 500 Increase by 200 Increase by 500	1,500 600 <u>1,500</u> 3,600
Other Types of Expenses Insurance-Liability, D and O Total-Other Types of Expenses	<u>1,800</u> 1,800		<u>1.800</u> 1,800
Travel and Meetings Annual Dinner Conference and Meetings Travel Total- Travel and Meetings	15,000 4,842 1,000 20,842	Decrease by 7,500  Decrease by 400	7,500 4,842 <u>600</u> <u>12,942</u>
Total Expenditures	77,942		257,767

<sup>\*</sup> Budget as Approved June 9, 2020\*\* Assuming SCAG-REAP Grant Approval