



**VENTURA COUNCIL
OF GOVERNMENTS**

AGENDA

The meeting will be via Zoom Webinar

Thursday, March 11, 2021, 5:00 p.m.

PUBLIC ACCESS LINK

<https://us02web.zoom.us/j/84032874543?pwd=N3ZYcGRXNjJGOWxIU3pITlpvb2xUUT09>

Meeting ID: 840 3287 4543 Password:387077

Dial-in # 1-669-900-6833

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, Tuesday, November 10, 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, members of the public that have registered to participate may comment on any item not appearing on the agenda. Individual Board Members may briefly respond to Public Comments or ask questions for clarification.

MEMBERS

City of Camarillo

Kevin Kildee, Member
Tony Trembley, Alternate

City of Fillmore

Mark Austin, Member
Diane McCall, Alternate

City of Moorpark

Janice Parvin, Member
Chris Enegren, Alternate

City of Ojai

Randy Haney, Member
Betsy Stix, Alternate

City of Oxnard

Bert Perello, Member
Oscar Madrigal, Alternate

City of Port Hueneme

Steven Gama, Member
Misty Perez, Alternate

City of San Buenaventura

Mike Johnson, Member
Doug Halter, Alternate

City of Santa Paula

Jenny Crosswhite, Member
Andy Sobel, Alternate

City of Simi Valley

Ruth Luevanos, Member
Mike Judge, Alternate

City of Thousand Oaks

Al Adam, Member
Bob Engler, Alternate

County of Ventura

Bob Huber, Member
None Appointed

4. **EXECUTIVE DIRECTOR'S REPORT** – (Attached)
5. **AGENCY REPORTS** – Oral Reports If Representatives Attend
 - A. **Southern California Association of Governments**
 - B. **Ventura County Transportation Commission**
 - C. **League of California Cities**
 - D. **Other**
6. **CONSENT CALENDAR- ROLL CALL VOTE REQUIRED**
 - A. **Summary of January 14, 2021 Meeting** p. 4 – Approve Meeting Summary for the January 14, 2020. **Action:** Approve Meeting Summary as published.
 - B. **Financial Report** p. 10 - Approve Ventura Council of Governments Financial reports for the Budget Period January 8, 2021 to March 5 2021. **Action:** Approve Financial Report
 - C. **Register of Warrants & Debit Card Transactions** p. 16 - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from January 8, 2021 to March 5, 2021. **Action:** Approve Register of Warrants and Debit Card Transactions.
 - D. **VCOG Procurement Policy** p. 19 – VCOG Resolution No. 2021-02 -Approving Procurement Policy governing purchase of materials, supplies, contract services, and equipment. **Action:** Adopt Resolution No. 2021-02
 - E.* **2021 VCOG Legislative Program** p. 29 - Review and discuss proposed VCOG Legislative Program. **Action:** Approve the final Legislative Program for 2021
 - F.* **2021 VCOG Program of Priorities** p. 36- Review and discuss proposed changes to the Draft 2021 VCOG Program of Priorities as recommended by the Administrative Committee discuss additional recommended changes by members or staff if any. **Action:** Approve the final Program of Priorities for 2021
 - G. **REAP Program Memorandum of Understanding (MOU)** p. 40 – This MOU sets out the terms and conditions for the REAP Funding for VCOG from HCD-SCAG for approximately \$432,000 for projects design to accelerate housing production within the VCOG Jurisdiction. **Action:** Approve MOU # and Authorize Chair to sign subject to final language approval by the Executive Director.

**If there are additional changes to these documents suggested by members, that member should request the Chair to pull the item from the Consent Calendar for discussion prior to any action on Item 6.*

7. **PRESENTATION ITEMS**

- A. **Appointment of 2021 VCOG Administrative Committee** p. 85 - Upon recommendation of the Chair, approve the appointment of Al Adam, City of Thousand Oaks and Randy Haney, City of Ojai as At-Large Members of the VCOG Administrative Committee **Action:** Approve Chair's recommendation.
- B. **Five-Year Review Report of Ventura County's Countywide Integrated Waste Management Plan** p. 87- Bruce Belluschi, Manager, Integrated Waste Management Division, will present the County's Five-Year Review Report and discuss the timeline for the final review of the report. **Action:** Receive Report

- C. **Information Presentation from the Social Justice Fund for Ventura County p. 91**
A representative from the Social Justice Fund for Ventura County will provide an informational presentation about the SJFVC's Vision, Mission and Approach.
Action: Receive Presentation and Discuss.

9. **BOARD MEMBER COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**
Any Board Member 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.

10. **ADJOURNMENT: 6:30 PM – Next Meeting- May 13, 2021 – 5:00 PM**

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

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



MEETING SUMMARY

ITEM 6A

January 14, 2021

5:00 p.m.

VIA ZOOM Webinar

1. CALL TO ORDER & FLAG SALUTE – The meeting was called to Order at 5:10 PM by Chair Parvin. The Flag Salute was led by Chair Parvin.

2. ROLL CALL

Present:

Janice Parvin, Chair, City of Moorpark
Jenny Crosswhite, Chair-Elect, City of Santa Paula
Al Adam, City of Thousand Oaks
Kevin Kildee, City of Camarillo
Randy Haney, City of Ojai
Steven Gama, City of Port Hueneme
Lorrie Brown, City of San Buenaventura
Ruth Luevanos, City of Simi Valley
Bob Huber, Supervisor, County of Ventura

Absent: Mark Austin, City of Fillmore; Bert Perello, City of Oxnard.

Staff:

Hugh Riley, Executive Director
Dr. Chris Williamson, AICP, Housing Programs Specialist

Guests:

Geneva Monteleone, Field Representative for U.S. Senator Dianne Feinstein
Jeanette Sanchez, District Director for Assembly Member Jacqui Irwin
Jeremy Wolf, District Director for Senator Henry Stern
Chris Enegren, Mayor Pro Tem, City of Moorpark
Amanda Fagan, Director of Planning and Policy, V.C.T.C.
Rachel Wagner, Regional Affairs Officer, SCAG
Dave Mullinax, Regional Public Affairs Manager, League of California Cities
Jason Rhine, Assistant Legislative Director, League of California Cities

3. PUBLIC COMMENT –

NOTE: The Public was able to access the meeting by advising VCOG Staff in advance
<https://us02web.zoom.us/j/85926179357?pwd=TVhIZG84aURkY0N4eUhnQktNM1A4dz09>

Chris Enegren, Mayor Pro Tem for the City of Moorpark, presented a letter to Governor Newsome requesting a scientific analysis that would justify prohibiting outdoor dining at area restaurants and requested that VCOG send the letter to the Governor.

Chair Parvin asked that the request be added to the meeting agenda as an emergency. **MOTION** by Parvin to add the request by Enegren to the meeting agenda as an emergency due to the eminent closure of many area restaurants because of the restriction. **SECONDED** by Huber. 4

Roll Call Vote: Ayes: 7 Nos. 2: The Motion Carried.

The Council held a discussion of the pros and cons of sending the letter. All members commented that they recognized and sympathized with area restaurants and other small businesses that are suffering from the operating restrictions imposed by the Governor. Some commented that the cities and businesses deserved an explanation. Others stated that it was unlikely such a letter would gain other than the common response and now might not be a good time to be on the wrong side of the Governor as attempts to form a separate region including Ventura, Santa Barbara and San Luis Obispo Counties were getting under way. **MOTION** Adam to decline to send the letter requested by Enegren. **SECONDED** by Haney.
Roll Call Vote: Ayes: 6 Nos. 2: The Motion Carried.

As an alternative to be considered, Member Adam suggested and **MOVED** that staff prepare a letter to the Governor requesting more financial assistance for distressed small businesses. The motion was **SECONDED** by Member Luevanos. Discussion on the motion ensued and Riley suggested that the Council consider requested a future Agenda Item exploring state and federal funding opportunities for small businesses. Riley advised that there were numerous programs available and becoming available in the near future from the state budget and the federal CARES Act initiatives by the incoming Biden Administration and the Economic Development Collaborative of Ventura County was an excellent source of information and direct assistance to business for accessing these programs.

Member Adam withdrew his previous motion and a **MOTION** was made by Adam to direct VCOG Staff to plan a future Agenda topic to discuss how VCOG could help facilitate the delivery of direct financial assistance for local small businesses. **SECONDED** by Luevanos.
Roll Call Vote: Ayes: 9 Nos. 0: The Motion Carried.

SEATING OF 2021 VCOG CHAIR AND ELECTION OF CHAIR-ELECT

Riley explained the past practice of the Chair-elect succession to the position of Chair. Member Crosswhite, having been elected Chair-elect at the January 9, 2020 VCOG Meeting should now assume the position of Chair and preside over the remainder of the meeting. Riley then reported that the VCOG Admin Committee meeting as the COG Nominating Committee met on October 15, 2020 and nominated Camarillo City Council Member Kevin Kildee for the office of Chair-elect for 2021. Chair Crosswhite, following established procedure, asked for nominations for Chair-elect from the Council. Riley advised that self-Nominations were allowed.

Member Haney suggested that a more equitable procedure would be to call for nominations from the Council with no recommendation from the nominating committee.

Member Luevanos nominated Lorrie Brown, City of Ventura, for the position of Chair-elect for 2021. Brown respectfully declined the nomination stating that she would not be appointed to represent the City of Ventura for the coming year.

Member Luevanos nominated member Haney for the position of Chair-elect for 2021. Member Haney accepted the nomination.

There were no further nominations offered/ Riley explained that the VCOG procedure allowed for a voice or show of hands for each nominee in the order of their nomination and that any member may request a secret ballot. He further explained that the first nomination to receive a majority vote of the members present is the Chair-elect.

Chair Crosswhite for a vote on the nomination of Member Kildee as Chair-elect for 2021.
Roll Call Vote: Ayes: 6 Nos. 3: Kildee was elected Chair-elect for 2021.

4. **EXECUTIVE DIRECTOR'S REPORT** – Referring to the Report included in the Member's Agenda Material, Riley reported on the following:

- **2021 Legislative Update** – Below are some bills of note:
AB 15 (Chiu) Tenant Stabilization Act of 2021
AB 71 (Luz, Rivas) Statewide Homelessness Solutions Program
SB 5 (Atkins) Housing Bond
SB 6 (Caballero) Local Planning. Housing in Commercial Zones
SB 9 (Atkins) Duplexes and Lot Splits
SB 10 (Wiener) Planning and Zoning. Increased Density
SB 15 (Portantino) Rezoning of Idle Sites
SB 55 (Stern) Very High Fire Severity Zones and State Responsibility Area
SCA 2 (Allen) Public Housing Projects

As the 2021 Legislative Session moves along, more information and analysis will be provided.

- **Governor Releases \$227 billion Budget Plan-** Governor Newsom released new budget as predicted \$54.3 billion shortfall disappears. The budget includes five funding priorities: \$2 billion for reopening schools, boosting Corona Virus vaccine spending; \$735 million in small business grants and fee waivers; \$2.4 billion to provide cash payments to roughly 4 million people. Dave Mullinax will provide more details during his report on January 14.
- **VCOG Administrative Committee-**The Committee met on November 19, 2020 via ZOOM Conference Call. The Committee received a Financial Report from Executive Director Riley, reviewed the final Draft of the 2021 VCOG Strategic Plan, and authorized staff to submit VCOG's Application for Regional Early Action Program Funds from SCAG.
- **SCAG Regional Council Elections** – The deadline for submittal of requests for candidacy to serve as Representatives to SCAG's Regional Council for Districts 45 and 47 was January 12, 2021. I will provide a status report on January 14 as to Council members from cities in these Districts that have declared their interest and candidacy.
- **SCAG Approves VCOG's REAP Program** – SCAG has formally approved VCOG has formally approved VCOG's Application for a Sub-regional Partnership Grant. VCOG will receive \$431,573 from the Regional Early Action Program (REAP) to fund projects designed to accelerate housing production, implement the 6th Cycle of the Regional Housing Needs Assessment (RHNA), and align sub-regional partner goals with SCAG's Connect SoCal – 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy.

These funds are available pursuant to the State REAP Program enacted by the State of California 2019-2020 Budget Act.

- **2021 VCOG Meeting Schedule** – The Administrative Committee is recommending the attached VCOG Meeting Schedule for 2021. The Schedule follows past practice for meeting intervals. The November 2021 Meeting would have fallen on the 11th- Veteran's Day so the Committee is recommending a change to November 4, 2021. Meetings will continue to be via ZOOM Conference Call or Webinar until further notice.
- **Mandatory Ethics Training** – Members are required to complete a minimum of two (2) hours of AB 134 Training within one year of being appointed, and every two years thereafter. This training is typically made available by your individual agencies. Please check with your City Manager.

- **Notice of County-wide Integrated Waste Management Plan- 5-Year Review Report** – VCOG has received notice of the CIWMP Report as required of the county by the State of California every five years. A copy of the draft report will be sent to VCOG, as well as staff for each Ventura County city, in February in preparation for a requested presentation by County staff at VCOG's March 11 meeting.

- **Council Reorganization-Filling Vacancies-** Reminder to Members/Alternates – The Elections will bring Council Committee and Commission in January. Please ask your City Clerks to advise VCOG of the names and e-mails for any Council Members appointed to serve as members or alternates on the VCOG Council. This will assist staff in ensuring that all members are fully informed and receive agendas and reports.

6. **AGENCY REPORTS – Oral Reports** – Representatives from partner agencies provided reports:

- Rachel Wagner, Regional Affairs Officer, SCAG- Reported on SCAG's Regional Data Platform (RDP) a tool we launched to assist jurisdictions with data sharing and tools for General Plan Updates along with Local Information Services Team (LIST) which provides direct assistance to cities through data, applications, model policies and best practices. Sustainable Communities Program Housing & Development application extension to Jan. 25th. Agencies can apply for funds to assist with Housing Updates and other resources.

- Amanda Fagan, Director of Planning and Policy, V.C.T.C- Reported on VCTC's Unmet Transit Needs virtual hearing on January 21st at 12:00 p.m. or to submit an online survey to share ideas for improving bus and dial-a-ride service in Ventura County. the County Freight Corridors Study to encourage safe and efficient freight transportation throughout Ventura County and beyond. An online survey, virtual public workshops and other opportunities to provide feedback are forthcoming beginning in February. VCTC has also begun the process of updating the countywide Comprehensive Transportation Plan. A Request for Proposals for consultant support to prepare the CTP Update was released last Friday, with proposals due on February 5th. This two-year community-based planning process will inform long-range transportation decisions into the future. Finally, she announced that VCTC, in partnership with Caltrans and California Highway Patrol, will be launching Ventura County's first Freeway Service Patrol (FSP) program in February. Freeway Service Patrol is a fleet of roaming tow trucks ready to assist disabled vehicles on portions of Ventura County highways. Services are provided at no cost to motorists, and the program is funded through grants from Caltrans and through a \$1 annual fee per vehicle registered in the County.

- Dave Mullinax, Regional Public Affairs Manager, League of California Cities – Reported on the Governors recently released record-breaking \$227.2 billion proposal for the 2021-22 fiscal year. The proposal prioritizes funding to support COVID-19 recovery efforts, but lacks significant fiscal support for cities. The Legislature and the Governor will work over the next several months to adopt a final budget by the June 30th constitutional deadline, however the Governor has asked the Legislature to take "early action" on roughly \$5 billion in relief to low income families, school reopening, and grants for businesses impacted by the pandemic. He also reminded members of the LOCC Channel Counties Division Virtual Meeting on January 21, 2021 from 3:00 PM to 5:00 PM. The featured speaker will be Senator John Laird, 17th District. Divisions Officers will be elected and revised Bylaws approved.

7. CONSENT CALENDAR

Executive Director Riley asked that Item 7F pulled for discussion.

MOTION was made by Member Adam to approve Items A – E and Items G-I of the Consent Calendar. The Motion was **SECONDED** by Member Huber. The motion carried without opposition.

- A. **Summary of November 12, 2020 Meeting** – Approve Meeting Summary for the November 12, 2020. **Action:** Approve Meeting Summary as published.
- B. **Financial Report p. 10** - Approve Ventura Council of Governments Financial reports for the Budget Period November 12, 2020 to January 8, 2021. **Action:** Approve Financial Report
- C. **Register of Warrants & Debit Card Transactions** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from November 12, 2020 to January 8, 2021. **Action:** Approve Register of Warrants and Debit Card Transactions.
- D. **2021 VCOG Legislative Program** - Review of Legislative Program for 2021 and refer to Legislative Committee for Recommendations. **Action:** Refer Draft 2021 VCOG Legislative Program to the Administrative Committee for Recommended Changes.
- E. **2021 VCOG Program of Priorities** - Review of Program of Priorities for 2021 and refer to Administrative Committee for Recommendations. **Action:** Refer Draft 2021 VCOG Program of Priorities to the Administrative Committee for Recommended Changes.
- G. **Budget Amendment For REAP Program Expenses for F.Y. 2020-2021** – Amendment to VCOG 2020-2021 Operating Budget adjusting Expense Items for Various Project Expenses with the same overall project budget Total of \$199,360. **Action:** Adopt VCOG Resolution No. 2001-01 Amending the 2020-2021 VCOG Operating Budget.
- H. **2021 VCOG Strategic Plan Update** - Consideration of an updated 2021 VCOG Strategic Plan. **Action:** Approve 2021 VCOG Strategic Plan
- I. **Adoption of 2021 VCOG Schedule of Meetings** - Adopt Schedule of VCOG Meetings for the Council and Admin Committee. **Action:** Approve Staff Recommendation.

Pulled Consent Item:

- F. **Appointments to SCAG Policy Committees** - Confirm appointments to SCAG Policy Committees. **Action:** Approve Staff Recommendation. Riley reported as a result of the Notice of Call for Candidates issued on November 16, 2020, VCOG had received only one Declaration of Candidacy from District 45- Laurie Hernandez, Council Member from the City of Port Hueneme; and only one Declaration of Candidacy from District 47- Lorrie Brown, City Council Member from the City of Ventura. Riley stated that, based on SCAG procedures and past practice, unless there are two or more candidates from each District, there is no need for an election and the candidates may be declared elected by acclamation. Riley asked that the Council's action on this Item include that declaration, electing Hernandez and Brown to their respective District Positions on the SCAG Regional Council and allowing them to begin their service now during a very busy and important time.

MOTION was made by Member Adam to approve the Consent Calendar Item F with change recommended by Riley to declare Hernandez and Brown elected by acclamation. The Motion was **SECOND** by Member Huber. The Motion carried without opposition.

8. PRESENTATION ITEMS

- A. **Appointment of 2021 VCOG Administrative Committee** - Upon recommendation of the Chair, approve the appointment of Al Adam, City of Thousand Oaks as At-Large Member of the Administrative Committee and defer appointment of second At-Large Member to the 8

March 11, 2021 Council Meeting. Riley outlined the Bylaws Provisions for the formation of the VCOG Administrative Committee (Admin Committee).

The Bylaws state that the Administrative Committee shall be composed of the Chair, the Chair-elect, and the Immediate Past Chair of the Governing Body and two (2) At-Large Members. The Administrative Committee would also include the Chair of any other Standing Committee established by the Governing Body but as VCOG presently has no other Standing Committees, this does not apply. The bylaws further provide that the Chair may recommend additional members (At-large Members) for appointment to the Administrative Committee with the approval of the Council.

Referencing previous comments from new members about fairness and opportunity for consideration, Chair Crosswhite Appointed Chair, the Chair-elect Kildee, and the Immediate Past Chair Parvin to serve as the Administrative Committee and deferred the appointment of new At-large members to the March 11 Council Meeting. Member Adam will continue to serve until permanent At-large appointments are made.

- B. Memorandum of Agreement between VCOG and VCTC** Review and Approve a Memorandum of Agreement (MOA) with the Ventura County Transportation Commission for the VCOG Regional Early Action Planning Project No. 5, "Vehicle Miles Traveled Adaptive Mitigation Program" Chris Williamson gave a brief overview of the REAP grant and MOA with VCTC for development of a Vehicle Miles Travelled (VMT) Adaptive Management Mitigation Program. The total grant is approximately \$430K. One of five projects is a partnership with VCTC. Riley reported that VCTC's legal Council had requested changes to the MOA to specify the types of VCTC Activity eligible for reimbursement with REAP Funds. He asked that the Council Action be subject to final language approval by the Executive Director.

MOTION by Member Haney to approve the MOA subject to final language approval by the Executive Director. **SECONDED** by Member Huber. The Motion passed unanimously.

- C. Housing Accountability Act Compliance – "Cities Can't Just Keep Saying No to Housing Development Projects Their Constituents Don't Support"**- Jason Rhine, Assistant Legislative Director, League of California Cities provided a Presentation on the California Housing Accountability Act. The Slide presentation will be made available to members upon request to Riley.

Councilmember Parvin asked whether transportation is considered an adverse impact under the Housing Accountability Act (HAA). Rhine replied that no, transportation is not considered a specific adverse impact under HAA, as traffic impacts can be mitigated.


- 8. BOARD MEMBER COMMENTS & REQUESTS FOR FUTURE AGENDA ITEMS –**
- Councilmember Luevanos requested a presentation on VMT on a future agenda.
 - Councilmember Haney recommended adding water, public health, and cannabis (how and where grown) to the VCOG Issues & Priorities list.
- 9. ADJOURNMENT –** Chair Cross adjourned the meeting at 7:25 p.m. to March 11, 2021.



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 6B

MEMORANDUM

TO: Council Members and Alternates
FROM: Hugh R. Riley, Executive Director 
SUBJECT: Financial Report
DATE: March 11, 2021

Recommendation:

Receive and file Financial Report for Period ending March 5, 2021

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period to March 5, 2021

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	\$ 3.14	0.03%*	\$47,085.49
Bank of A	CD-91000164558339	7/8/21	\$ 6.01**	0.05%	\$20,367.44

* Variable

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

The 2020-2021 F.Y. Budget was approved by the Council on June 11, 2020 and amended on September 10, 2020, November 12, 2020, and January 14, 2021. These Amendments were primarily due to the pending REAP Grant. The Financial Report for this period reflects all expenditures including REAP Activity which included preparation of the Program Application, MOU and outreach surveys to member agency staffs for further input and project ideas.

ATTACHMENTS: Balance Sheet – As of March 5, 2021
Profit and Loss – July 1, 2020 to March 5, 2021
Budget vs. Actual - July 1, 2020 to March 5, 2021

Ventura Council of Governments

Balance Sheet
As of March 5, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5797	-905.00
BofA - 9045	64,936.13
BofA CD - 8339	20,331.60
BofA MM - 2635	47,085.49
Total Bank Accounts	\$131,448.22
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$131,448.22
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$131,448.22
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	
Unearned Income	6,000.00
Total Long-Term Liabilities	\$6,000.00
Total Liabilities	\$6,000.00
Equity	
Opening Balance Equity	111,291.04
Unrestricted Net Assets	-4,534.88
Net Income	18,692.06
Total Equity	\$125,448.22
TOTAL LIABILITIES AND EQUITY	\$131,448.22

Ventura Council of Governments

Profit and Loss

July 1, 2020 - March 5, 2021

	TOTAL
Income	
Dues Assessments	64,992.00
Other Types of Income	
Bank Interest	33.92
Total Other Types of Income	33.92
Total Income	\$65,025.92
GROSS PROFIT	\$65,025.92
Expenses	
Contract Services	
Accounting Fees	827.50
Executive Administration	27,500.00
Total Contract Services	28,327.50
Operations	
Advertising	68.00
Printing and Copying	123.89
Website	755.00
Total Operations	946.89
Other Types of Expenses	
Insurance - Liability, D and O	1,868.94
Total Other Types of Expenses	1,868.94
REAP Project Costs	
Administration (Pre-Application)	1,440.00
Project - 1 - TASK A	12,794.76
Project 2 - TASK A	300.00
Project 3 - TASK A	200.00
Project 4 - TASK A	200.00
Project 5 - TASK A	200.00
Total REAP Project Costs	15,134.76
Travel and Meetings	
Meals	55.77
Total Travel and Meetings	55.77
Total Expenses	\$46,333.86
NET OPERATING INCOME	\$18,692.06
NET INCOME	\$18,692.06

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 Tickets		500.00	500.00
Dues Assessments	64,992.00	64,992.00	0.00
Investments			
Interest-Savings, Short-term CD		20.00	20.00
Total Investments		20.00	20.00
REAP Income		199,360.00	199,360.00
Research Grant Appropriation		8,000.00	8,000.00
Total Income	\$64,992.00	\$272,872.00	\$207,880.00
GROSS PROFIT	\$64,992.00	\$272,872.00	\$207,880.00
Expenses			
Contract Services			
Accounting Fees	827.50	2,550.00	1,722.50
Audit		5,250.00	5,250.00
Executive Administration	27,500.00	45,000.00	17,500.00
Legal Fees		370.00	370.00
Research Grant - CLU		8,000.00	8,000.00
Total Contract Services	28,327.50	61,170.00	32,842.50
Operations			
Printing and Copying	123.89	1,500.00	1,376.11
Supplies		600.00	600.00
Website	755.00	1,500.00	745.00
Total Operations	878.89	3,600.00	2,721.11
Other Types of Expenses			
Insurance - Liability, D and O	1,868.94	1,800.00	-68.94
Total Other Types of Expenses	1,868.94	1,800.00	-68.94
REAP Project Costs			
Project - 1 - TASK A	12,794.76	12,892.00	97.24
Project 1 - TASK B		13,000.00	13,000.00
Project 1 - TASK C		9,968.00	9,968.00
Project 2 - TASK A	300.00	9,500.00	9,200.00
Project 2 - TASK B		10,000.00	10,000.00
Project 3 - TASK A	200.00	19,500.00	19,300.00
Project 4 - TASK A	200.00	29,250.00	29,050.00
Project 4 - TASK B		29,250.00	29,250.00
Project 4 - TASK D		29,000.00	29,000.00
Project 5 - TASK A	200.00	5,000.00	4,800.00
Project 5 - TASK B		32,000.00	32,000.00
Total REAP Project Costs	13,694.76	199,360.00	185,665.24
Travel and Meetings			
Annual Dinner		7,500.00	7,500.00

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
Conference and Meetings		4,842.00	4,842.00
Travel		600.00	600.00
Total Travel and Meetings		12,942.00	12,942.00
Total Expenses	\$44,770.09	\$278,872.00	\$234,101.91
NET OPERATING INCOME	\$20,221.91	\$ -6,000.00	\$ -26,221.91
NET INCOME	\$20,221.91	\$ -6,000.00	\$ -26,221.91



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 6C.

MEMORANDUM

TO: Council Members and Alternates
FROM: Hugh Riley, Executive Director 
SUBJECT: Register of Warrants and Debt Card Transactions
DATE: March 11, 2020

Recommendation:

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from January 8, 2021 to March 1, 2021

Discussion:

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period January 8, 2021 to March 1, 2021

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

ATTACHMENTS: Warrant and Debit Card Registers

Register of Warrants
Ventura Council of Governments
March 11, 2021
Transactions from February 1 to March 1, 2021

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
414	02/01/21	Hugh Riley, Pro. Management, LLC	2/01/20	REAP Application & Oversight	\$ 125.00
415	02/01/21	Hugh Riley, Pro. Management, LLC	2/01/21	Contract Administration- ED	\$ 3,437.50
416	02/02/21	Chris Williamson	2/01/21	REAP Application & Oversight	\$ 375.00
417	02/06/21	VC Digital	1/31/21	Printing and Copying	\$ 41.84
418	02/08/21	Caroline Carter	2/08/21	Accounting Services-REAP	\$ 65.00
419	02/08/21	Caroline Carter	2/08/21	Accounting Services- General	\$ 193.75
420	03/01/21	Chris Williamson	3/01/21	REAP Application & Oversight	\$ 1,300.00
421	03/01/21	Hugh Riley, Pro. Management, LLC	3/01/20	REAP Application & Oversight	\$ 500.00
422	03/01/21	Hugh Riley, Pro. Management, LLC	3/01/21	Contract Administration- ED	\$ 4,187.50

**Register of Debit Card Transactions
Ventura Council of Governments**

March 11, 2021

Transactions from January 8, 2021 to March 1, 2021

<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
---------------	-------------	----------------	------------------	--------------------	--------------------

NONE



ITEM 6D.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh R. Riley, Executive Director

A handwritten signature in black ink, appearing to read 'Hugh R. Riley', written over the name in the 'FROM' field.

SUBJECT: VCOG Procurement Policy

DATE: March 11, 2021

Recommendation:

Adopt VCOG Resolution No. 2021-02 Approving proposed VCOG Procurement Policy.

Discussion:

On September 10, 2020, the Council adopted VCOG Resolution No. 2020-04, a Contractor Procurement Policy for the REAP Projects applicable to the expenditure of grant funds provided by REAP. The Policy provided 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.

During the development of the Memorandum of Understanding with SCAG for REAP Funding, certain additional and more specific procurement standards were included, necessitating a more comprehensive procurement policy.

The proposed VCOG Procurement Policy attached as part of VCOG Resolution No. 2021-02, has been modelled after several samples provided by other COGs and meets the requirements generally accepted by the State of California and SCAG.

The Policy provides:

- A. The VCOG Purchasing Manager (Executive Director) shall have the direction and authority to purchase or lease materials, supplies, services, and equipment without prior authorization of the VCOG Board of Directors (Board) if the total (not annual) cost is \$25,000 or less from one vendor.
- B. All other purchases shall require Board authorization unless the Board has specifically authorized the ED to execute procurements of specified amounts for specified services. Amendments to contracts approved by the Board, or

- C. Purchasing Procedures; Thresholds. Except as provided in Sections 3.4 and 3.5, the Purchasing Manager shall make purchases or enter into leases and contracts in accordance with the following requirements:
1. \$500 or less: Purchases shall not require competitive bidding but may be made following the receipt of at least one price quote or proposal.
 2. \$501 – \$25,000: Purchases shall be made following the receipt of at least three written price quotes or proposals, which may be solicited using any means reasonably calculated to obtain a combination of the lowest price and highest quality of goods or services available. Such solicitations do not need to be published in a newspaper and may be made by posting a notice in a public location, including a website, or by mail, fax, or email. The Purchasing Manager shall keep a record of all such solicitations and the price quotes or proposals submitted in response thereto.
- D. 3. \$25,001 or more: Purchases shall be made following the posting of a written Request for Proposal (RFP) solicitation. Such written solicitations and offers or responses thereto may be in any reasonable form, as may be determined by the Purchasing Manager, but should generally follow the practices of local government. Such written solicitations shall be posted in at least one publicly accessible location likely to reach the intended service provider, supplier, or vendor.
- E. All contracts shall include general provisions contained in VCOG Standard Agreements for Independent Contractor Services.
- F. All contracts shall conform to VCOG Fiscal Policies and laws of the State of California.
- G. 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.

ATTACHMENTS: VCOG Resolution No. 2021- 02

**VENTURA COUNCIL OF GOVERNMENTS RESOLUTION
NO. 2021-02**

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

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

SECTION 1: The VCOG Governing Body finds it necessary and appropriate to adopt a policy governing the procurement of materials, supplies, equipment, and contract services.

SECTION 2: The Governing Body agrees that the Attached VCOG Procurement Policy shall govern the future purchase or lease materials, supplies, equipment, and contract services by and on behalf of VCOG:

PASSED AND ADOPTED this 11th day of March, 2021.

Jenny Crosswhite, Chair

Attest:

Hugh Riley, Executive Director

PROCUREMENT POLICY

SECTION 1: PURPOSE

1.0 This Procurement Policy (Policy) sets forth the rules and procedures for VCOG's procurement activities. As a recipient of federal and state funds, VCOG has the responsibility to ensure that its procurement process complies with all applicable federal, state, and VCOG legal requirements, is based on sound business practices, is transparently conducted in a manner that ethically serves the best interest of VCOG, VCOG member jurisdictions, and the public, and ensures fair and open competition.

SECTION 2: PURCHASING AUTHORITY

2.0 Project Manager. The Executive Director (ED) of VCOG is hereby designated as its Project Manager.

2.1 Project Manager Authority. The Project Manager is authorized to purchase or lease materials, supplies, services, and equipment without prior authorization of the VCOG Board of Directors (Board) if the total (not annual) cost is \$25,000 or less from one vendor. All other purchases shall require Board authorization unless the Board has specifically authorized the ED to execute procurements of specified amounts for specified services. Amendments to contracts approved by the Board, or amendments to contracts approved by the Project Manager which will result in a total contract sum of more than \$25,000, shall be approved by the Board.

SECTION 3: PURCHASES USING STATE OR FEDERAL FUNDS

3.0 Notwithstanding any other provision of this Policy, if a purchase is funded in whole or in part by state or federal grant funds and the grant requires VCOG to use specific purchasing procedures that are inconsistent with the requirements of this Policy, then VCOG shall follow the grant requirements. VCOG's general counsel shall be consulted regarding contract requirements for purchases with state or federal funds. If there is a Memorandum of Agreement/Understanding (MOA/U) between VCOG and the grant administrator, the MOA/U terms shall supersede this policy.

SECTION 4: COMPETITIVE PURCHASING PROCEDURES

4.0 Estimates. Prior to making a purchase, the Project Manager shall make a good faith estimate of the amount of the purchase, using available information regarding market rates, in order to determine the appropriate purchasing procedure. However, inaccurate estimates shall not invalidate any procurement procedure or purchase, provided that all estimates shall be made in good faith and prices shall not be intentionally underestimated, nor shall purchases be split or separated into smaller orders, in order to avoid more formal procurement procedures. A memorandum for the record shall be prepared for all procurements over \$500 that explains how the Project Manager determined each procurement procedure, or series of similar procurements.

The table below summarizes how the appropriate purchasing procedure shall be determined:

Amount of Purchase	Required Approvals	Required Solicitation	Required Documentation
(\$500 or Less)	Executive Director	<ul style="list-style-type: none"> ● Price must be considered reasonable based on current market ● Purchase can be made from a contractor successfully used in the past, with reasonable pricing ● As much as possible, micro-purchases will be rotated among qualified suppliers, provided pricing is comparable 	<ul style="list-style-type: none"> ● Receipt or invoice approved by individual(s) in Required Approvals column
(\$501 to \$25,000)	Executive Director	<ul style="list-style-type: none"> ● 3 quotes or proposals (catalogue, Internet, written, etc.) from at least 3 firms and/or sole-proprietors; email or letter proposals acceptable 	<ul style="list-style-type: none"> ● Documentation of quotes obtained ● Procurement documentation (proposals, evaluations, record of negotiation). ● Executed contract ● Correspondence
(\$25,001 or more)	Executive Director	<ul style="list-style-type: none"> ● Competitive Request for Proposals or Sealed Bid Method of Procurement ● Or select a contractor from pre-qualified contractor bench ● Scope of work ● Evaluation Criteria 	<ul style="list-style-type: none"> ● Copy of RFB or RFP ● Procurement documentation (proposals, evaluations, record of negotiation). ● Executed contract ● Correspondence ● Proposal scoring grids, including who participated in the scoring ● Signed conflict of interest forms for VCOG scorers ● Proposal and contract of winning bidder/proposer

4.1 Purchasing Procedures; Thresholds. Except as provided in Sections 4.5, 4.6, and 4.7, the Project Manager shall make purchases or enter into leases and contracts in accordance with the following requirements:

- | | |
|-------------------|---|
| \$500 or less: | Purchases shall not require competitive bidding but may be made following the receipt of at least one price quote or proposal. |
| \$501 – \$25,000: | Purchases shall be made following the receipt of at least three written price quotes or proposals, which may be solicited using any means reasonably calculated to obtain a combination of the lowest price and highest quality of goods or services available. Such solicitations do not need to be published in a newspaper and may be made by posting a notice in a public location, including a website, or by mail, fax, or email. The Purchasing Manager shall keep a record of all such solicitations and the price quotes or proposals submitted in response thereto. |
| \$25,001 or more: | Purchases shall be made following the posting of a written Request for Proposal (RFP) solicitation. Such written solicitations and offers or responses thereto will conform with Section 4.2 below. |

4.2 Formal Procurement Procedures. For procurements \$25,001 or more, the following formal procedures shall be followed:

A. To help ensure full and open competition, solicitations for goods and services, requests for proposals (RFPs), and invitation for bid (IFBs or sealed bids) will provide for all of the following:

- (i) A clear and accurate description of the technical requirements for the material, product, or service to be procured. Descriptions will not contain features which unduly restrict competition in accordance with 2 CFR Part 200.319(c)(1).
- (ii) Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- (iii) Requirements which the offeror must fulfill and all other factors to be used in evaluating bids or proposals in accordance with 2 CFR Part 200.319(c)(2).
- (iv) Description may also include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible to avoid impeding competition in accordance with 2 CFR Part 200.319(c)(1).

B. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met will be clearly stated in accordance with 2 CFR Part 200.319(c)(1).

- (i) Required delivery or performance dates/schedules.
- (ii) Clear indications of the quantity or quantities requested and unit(s) of measure, if applicable.
- (iii) A description of the format, if any, in which the requested information, proposals, or bids must be submitted, including the name of the person to whom it should be sent.
- (iv) The date by which information, proposals, or bids are due.

C. Public Notice and Solicitation Period. Public notice of formal solicitations shall be issued not less than ten (10) County of Ventura working days prior to the opening. A notice shall be posted in a public forum. The public notice must specify the place where solicitation documents may be obtained, if a fee applies, and the time and place for submission of solicitation responses.

D. Specifications/Scopes of Work. Specifications and scopes of work shall permit free and full competition to the maximum extent possible under the attendant circumstances. The Purchasing Department shall make the final determination of the acceptability of specifications and scope of work requirements to be included in any solicitation. Solicitation documents must identify all criteria which will be considered in an award recommendation.

4.3 Evaluation and Award of Contract.

A. Rejection of Bids. VCOG may reject all bids in its sole discretion.

B. No Bids Received. If no bids are received, VCOG may make the purchase by any reasonable and available means, notwithstanding the other requirements of this Policy, unless otherwise directed due to funding source.

C. Less than Three Bids Received. If less than three bids are received, the Project Manager shall consider re-noticing the RFP, or award based on the proposals that were received. If the Project Manager elects not to re-notice the RFP, the action must be documented in the file with the reasoning for the decision.

C. Lowest Responsive and Responsible Bidder. If a contract is awarded, it shall be awarded to the lowest responsive and responsible bidder, except that the award of contracts for professional services shall be based on the criteria specified in Section 4.4. Notice of intent to award may be made available in a public forum and may include the date of the award, the successful vendor name, and the contract amount.

- (i) A responsive bidder is a bidder whose bid or proposal conforms to the specifications in the solicitation. Vendors shall respond in the manner set forth in the solicitation. Late responses to solicitations shall not be accepted.
- (ii) A responsible bidder is a bidder capable of performing the services or providing the supplies or equipment in a professional manner as reasonably determined by the Project Manager. In determining

whether a bidder is responsible, consideration may be given to the following factors:

- (a) Quality of the items or services offered;
- (b) Ability, capacity, and skill of the bidder or vendor to perform the contract or provide the services;
- (c) Ability, capacity, and skill of the bidder or vendor to perform the contract or provide the service promptly, within the time specified, and without delay or interference;
- (d) Character, integrity, reputation, judgment, training, experience, and efficiency of the bidder;
- (e) Ability to meet the requested schedule of deliverables;
- (f) Sufficiency of the bidder's financial resources; and
- (g) Ability of the bidder to provide such future service as may be needed; and
- (h) Absence of an undisclosed and/or unexplained conflict, or apparent conflict, of interest with a VCOG member agency and/or Board member.

D. Contract Clauses. Any consultant contract will contain any required flow down clauses pursuant to the funding source.

E. Insurance Requirements. Certificates of insurance will be required by the successful contractor to confirm that the insurance policies required by the contract have been obtained. These certificates of insurance or other documentation of insurance are required from the contractor following award of the contract but no later than contractor's site mobilization. No work will be authorized until the required insurance documentation is received by VCOG staff.

F. Conflict of Interest. VCOG Staff shall not participate directly or indirectly in a procurement when the staff person knows that: (1) the staff person or any member of the employee's immediate family (immediate family member is defined as a parent; sibling; child by blood, adoption, or marriage; spouse; grandparent or grandchild) has a personal financial interest pertaining to the procurement; (2) a business or organization in which the employee, or any member of the employee's immediate family, has a personal financial interest pertaining to the procurement; or (3) any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction involved and notify his/her immediate supervisor and Purchasing of the conflict.

G. Debarment. Contractors/vendors and subcontractors must not be debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, Executive Order 12549, and Public Contract Code (PCC) Section 6109. (The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise

excluded list of vendors located at www.sam.gov.) Contract and/or Purchase Order will be terminated upon verification that vendor is on the excluded list of vendors.

H. Protests. Bidders may not protest the contents of the specifications of the bid. Any participating vendor may file a protest of a contract award or proposed contract award. The protest or appeal must be made in writing within ten (10) days of award notification and contain at least the following information:

- The name, address and telephone number of the protester;
- The signature of the protester;
- The bid number and date of bid closing; and
- A statement of the legal and/or factual grounds on which the protest or appeal is based, including copies of information relevant to the bid.

I. Resolution of Protests. The Executive Director will investigate the grounds stated within the protest and respond within ten (10) calendar days. The Executive Director's decision shall stand.

4.4 Procurement Files. VCOG will maintain records sufficient to detail the history of procurement, including, but not limited to:

- (i) Rationale for the method of procurement;
- (ii) Selection of contract type;
- (iii) Basis for contractor selection or rejection;
- (iv) Record of contract or price negotiation;
- (v) The basis for the contract price; and
- (vi) Documentation of no conflict of interest for evaluator(s).

VCOG will make all procurement files available for inspection upon request by a federal, state, or pass-through awarding agency.

4.5 Professional Services. Selection of persons or firms to provide professional services shall be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The price for the services shall be reasonable and competitive but VCOG is not required to award the contract to the lowest bidder. Evaluation criteria and relative weight shall be included in any solicitation or RFP.

4.6 Public Works Projects. Although VCOG does not anticipate procurement for public works projects, such a procurement shall be solicited and awarded in accordance with applicable state or federal laws. VCOG's general counsel shall be consulted regarding contract requirements for public works projects.

4.7 Exceptions to Competitive Bidding. The procedures in this Section 3 shall not apply to purchases or contracts that satisfy one or more of the following criteria:

A. No competitive advantage; sole source. Purchases for which no competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. However, sole source purchasing shall only be permitted for purchases of up to \$25,000. For purchases totaling more than \$25,000, the Project Manager shall use the competitive bidding procedures described in this Section.

B. Cooperative purchasing. Purchases made through a cooperative purchasing agreement.

C. "Piggyback" Purchasing. Purchases where the vendor was awarded a bid by another public agency, said agency used purchasing procedures substantially similar to those that VCOG would have been required to use, and the vendor offers the same price(s) to VCOG that it offered to the other agency.

D. Emergency purchases. Purchases made when there is an emergency, as determined by the Executive Director, threatening life, health, or safety, and services and/or goods must be procured immediately to prevent loss. Emergency purchases in excess of \$500 must be presented at the next regular Board meeting for ratification by the Board.

E. Bidding Impractical. Purchases for which bidding would be impractical, inefficient, or otherwise not in the best interest of VCOG, as determined by a Board resolution stating the basis for such determination.

F. Amendments and Extensions. Amendments to existing contracts, including amendments that extend the term of the contract or increase the compensation due under the contract.

G. Existing Contracts. Contracts in place as of the date this Policy is adopted.

4.8 Price Discrepancy. Should a discrepancy exist in prices, the bid price shown for the unit price or lump sum item shall take precedence over the bid price shown for the total.

4.9 Security. All bidders must supply such bidders' security, payment bonds, and/or performance bonds as are required by law or as are determined to be appropriate by the Project Manager.

SECTION 5: DISPOSITION OF VCOG PROPERTY

5.0 Except as hereinafter provided, upon a finding by the Board of Directors that property belonging to VCOG is no longer required for VCOG purposes, the Project Manager shall proceed to dispose of the property as authorized by the Board.

5.1 With respect to any item of equipment and supplies determined by the Project Manager to have a current value of \$2,500 or less, the Project Manager is authorized to determine whether or not such item of equipment is surplus to VCOG needs and thereupon may dispose of it in such manner and for such consideration as will best serve the interests of VCOG without expressed consent of the Board of Directors. Such disposal, and the reasons therefore, shall promptly be reported to the Board of Directors, unless the amount or value received is \$500 or less.




**VENTURA COUNCIL
OF GOVERNMENTS**

MEMORANDUM

Item 6E.

TO: Council Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: 2021 VCOG Legislative Program

DATE: March 11, 2021

Recommendation:

Review and Approve VCOG Legislative Program for 2021.

Discussion:

This report transmits the Final Ventura Council of Governments (VCOG) Legislative Program for 2021. The Legislative Program has been reviewed by the Administrative Committee at their meeting on January 28, 2021 and the Committee's recommended changes have incorporated into the final document.

The working document was sent to VCOG Council and Alternates as well as support staff for further review and suggested changes on February 2, 2021. (See Attachment 1). As of Friday, March 5, 2021, staff has received no additional comments or suggestions from the Council or support staff.

- ATTACHMENT:**
1. Transmittal of Working Draft VCOG Legislative Program and Program of Priorities to VCOG Council, Alternates and Support Staff
 2. VCOG 2021 Legislative Program

ATTACHMENT 1

WORKING DRAFT- VCOG 2021 Program of Priorities and Legislative Program

Hugh Riley <ridgeriley@msn.com>

Tue 2/2/2021 12:46 PM

To: Randy Haney <randy@haneylandscape.com>; Al Adam <albertcadam@gmail.com>; Diane McCall <dmccall@ci.fillmore.ca.us>; jcrosswhite@spcity.org <jcrosswhite@spcity.org>; Kevin Kildee <kevinkildee@gmail.com>; Susan Santangelo <Susansantangelo415@gmail.com>; Bob Huber <bob.huber@ventura.org>; Oscar Madrigal <oscar.madrigal@oxnard.org>; Cheryl Heitmann <cheitmann@ci.ventura.ca.us>; Janice Parvin <moorparkparvin@gmail.com>; Ruth Luevanos <ruevanos@simivalley.org>; Mike Johnson <mike.johnson@cityofventura.ca.gov>; Doug Halter <dhalter@cityofventura.ca.gov>; Misty Perez <mistyalyce@gmail.com>; Gama, Steven A. <sgama@ci.port-hueneme.ca.us>; betstix@gmail.com <betstix@gmail.com>; Chris Enegren <cenegren@moorparkca.gov>; Mark Austin <maustin@ci.fillmore.ca.us>; Bert Perello <bert.perello@oxnard.org>

Cc: Mina Layba <mlayba@toaks.org>; Brian Chong <bchong@moorparkca.gov>; Roger Pichardo <rpichardo@cityofcamarillo.org>; Chris Williamson <cbwplans@gmail.com>

Bcc: Hugh Riley <ridgeriley@msn.com>

 2 attachments (121 KB)

DRAFT VCOG Legislative Program - 2021.docx; DRAFT VCOG Program of Priorities- 2021.docx;

Dear VCOG Council Members, Alternates and Support Staff,

At the January 14, 2021 VCOG Council Meeting the Council referred the DRAFT- VCOG 2021 Program of Priorities and Legislative Program documents to the VCOG Administrative Committee for review and recommendations for changes. The Administrative Committee met on January 28, 2021 to review and discuss the program documents.

Changes to the documents recommended by the Committee are shown in legislative format on the attached. These changes will be presented to the Council at the March 11, 2021 Meeting.

Please review the documents and be prepared to suggest any additional changes you would like the Council to consider during the March 11 Meeting. If you have recommendations for changes to either document you should ask that the item be pulled from the Consent Calendar for discussion.

Please note that these documents combined, together with the VCOG 2021 Strategic Plan, will serve as a guide for VCOG activity and staff efforts during 2021.

Hugh

Hugh Riley
Executive Director
Ventura Council of Governments
(805) 217-9448
ridgeriley@msn.com
www.venturacog.org



**VENTURA COUNCIL OF GOVERNMENTS
2021 LEGISLATIVE PROGRAM**

PURPOSE

The purpose of the Ventura Council of Governments (VCOG) Legislative Program is to protect and promote the regional interests of the governmental entities within Ventura County on priority issues and matters that may impact those entities. In this vein, VCOG's legislative efforts are intended to support the fiscal stability of local government, and to provide for and preserve local control of governance and service delivery. The annual adoption of a Legislative Platform will guide the VCOG Board (Board) and staff in evaluating and taking appropriate action upon legislative proposals introduced at the state and federal levels. The goals of VCOG's Legislative Program are to:

- Advocate the region's legislative interests at the state and federal levels;
- Inform legislators and the VCOG Board regarding key issues and legislation that could have potential impacts on the region;
- Participate with other Councils of Government, the Southern California Association of Governments (SCAG), the League of California Cities, the California State Association of Counties (CSAC), National League of Cities (NLC), Ventura County Transportation Commission (VCTC), and other regional agencies on legislative issues of importance to the region;
- Seek support and assistance for regional projects, services and programs that enhance public services.

PROCESS

The VCOG Legislative Committee, comprised of staff from the ten cities, County, and the League of California Cities representative, shall review the status of legislative proposals and make recommendations to the VCOG Board consistent with the annually adopted Legislative Platform. In addition to the direction provided in the Platform, the Committee will consider positions established by the League of California Cities, California State Association of Counties, National League of Cities, and Southern California Association of Governments. VCOG will not address matters that are not pertinent to the region's local government services, such as partisan, socially divisive, or international issues.

When timely action is needed before the VCOG Board is able to convene to authorize a position, staff is authorized to prepare position letters for the Chair's signature, provided such position is consistent with the VCOG Legislative Platform or positions established by the League of California Cities, California State Association of Counties, National League of Cities or the Southern California Association of Governments. Should any of these positions be in conflict, no action will be taken without specific Board direction.

Should the Chair not be available to sign a position letter, the Vice Chair shall be authorized to sign the letter in lieu of the Chair. If neither the Chair nor Vice Chair is available, the Executive Director shall be authorized to sign in lieu.

All members of VCOG shall receive copies of position letters prepared on behalf of VCOG.

PRIORITIES

The primary priority areas for VCOG's 2020 Legislative Program include:

- Land Use and Environment
- Housing and Blight
- Economic Development
- Public Infrastructure
- Solid Waste Management
- Public Safety
- Resources Management
- Local Governance Sustainability
- Public Health

LEGISLATIVE PLATFORM

A. LAND USE AND ENVIRONMENT

- Support legislation to extend CEQA streamlining provisions for land use projects that are consistent with the SCAG Sustainable Communities Strategy.
- Support use of cap-and-trade revenues and other funding sources for local planning activities to implement the regional Sustainable Communities Strategy.
- Seek to ensure any future funding for SB 375 implementation includes funding for local initiatives.
- Support legislation that streamlines the environmental review process for mixed-use infill development without compromising environmental quality standards.
- Support legislation and/or funding for remediation of superfund sites.

B. HOUSING AND BLIGHT

- Support amending state policies to give jurisdictions flexibility to provide affordable housing appropriate for their communities and their region, and remove disincentives and regulatory obstacles.

- Support legislation that provides funding opportunities for affordable housing projects and services.
- Support legislation that addresses occupancy levels and strengthens cities' abilities to reduce overcrowding in residential housing.
- Support permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building, and safety standards.
- Support legislation that defines an equitable process to determine a fair share of new housing needed to respond to growth trends in the region.
- Oppose legislation or regulations that threaten or usurp local control of land use decision-making.
- Support legislation that provides funding for implementing programs to prevent and address homelessness.

C. ECONOMIC DEVELOPMENT

- Support the creation where appropriate of economic development programs.
- Support the retention of Naval Base Ventura County.
- Support legislation and programs to encourage job attraction and retention, and to promote a healthy business climate for Ventura County.
- Support legislation related to internet sales to insure fair share disbursement of sales tax as opposed to the current structure.
- Support the enactment and expansion of tax increment financing authority for economic development, infrastructure, and community revitalization.

D. PUBLIC INFRASTRUCTURE

- Support legislation to provide stable, adequate, and long-term funding for public infrastructure needs including but not limited to transportation alternatives, streets and roads maintenance, water and wastewater systems.
- Support legislation to mitigate and prevent public safety power shutoffs.

- Support legislative efforts of the Ventura County Transportation Commission, SCAG, Caltrans, and other appropriate agencies to protect transportation funds from being diverted to other purposes.
- Support efforts to develop a county-wide fiber optic broadband network.
- Support efforts of the League of California Cities, California State Association of Counties, Association of California Water Agencies, and California Association of Sanitation Agencies to establish an optional funding system for local agencies to finance storm water management, flood control, sewer and water supply projects, set rates to encourage conservation, and reduce water and sewer bills for low income customers.

E. SOLID WASTE MANAGEMENT

- Support legislation pertaining to VCOG's responsibility for approval of the regional solid waste plan.
- Support legislation that promotes long-term, cost beneficial recycling and conversion technologies.
- Support extended producer responsibility (EPR) legislation that encourages manufacturers to design environmentally friendly products.
- Oppose legislation that would restrict or limit local government's ability to franchise refuse and recycling collection services, to direct municipal or county solid waste flow (flow control), to contractually require haulers to guarantee achievement of AB 939 goals, or to local government's ability to protect landfill capacity.

F. PUBLIC SAFETY

- Support legislative efforts that strengthen local law enforcement's ability to prevent and reduce crime.
- Support funding opportunities for local law enforcement activities and emergency preparedness.
- Support increased local authority and resources to address impacts of early prisoner release policies and criminal recidivism.
- Support legislation that provides funding and resources to local governments to prevent wildfires, mudslides, and other disasters..

G. RESOURCES MANAGEMENT

- Support and encourage regulations and procedures that promote common sense implementation of State and Federal water quality control laws, and ensure State and Federal agencies work in collaboration to enable compliance with these laws.

- Support legislation to increase the availability and viability of energy efficiency and renewable energy options for public agencies, residential, and commercial customers.
- Support programs to ensure provision of a safe and reliable water supply.
- Oppose legislation that imposes new regulatory burdens on municipal utility systems without providing funding and/or consideration of the feasibility of monitoring and mitigating such requirements.

H. LOCAL GOVERNANCE SUSTAINABILITY

- Support legislation that protects local control and ensures equitable, dependable and predictable funding for vital community services.

I. PUBLIC HEALTH

- Support legislation that protects public health and preserves quality of life.
- Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.




**VENTURA COUNCIL
OF GOVERNMENTS**

MEMORANDUM

Item 6F.

TO: Council Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Review and Approve – VCOG 2020 Program of Priorities

DATE: March 11, 2021

This report transmits the Final Ventura Council of Governments (VCOG) Program of Priorities for 2021. The Program has been reviewed by the Administrative Committee at their meeting on January 28, 2021 and the Committee's recommended changes have incorporated into the final document.

The working document was sent to VCOG Council and Alternates as well as support staff for further review and suggested changes on February 2, 2021. (See Attachment 1). As of Friday, March 5, 2021, staff has received no additional comments or suggestions from the Council or support staff.

ATTACHMENT:

1. Transmittal of Working Draft VCOG Legislative Program and Program of Priorities to VCOG Council, Alternates and Support Staff
2. VCOG 2021 Program of Priorities

ATTACHMENT 1

WORKING DRAFT- VCOG 2021 Program of Priorities and Legislative Program

Hugh Riley <ridgeriley@msn.com>

Tue 2/2/2021 12:46 PM

To: Randy Haney <randy@haneylandscape.com>; Al Adam <albertcadam@gmail.com>; Diane McCall <dmccall@ci.fillmore.ca.us>; jcrosswhite@spcity.org <jcrosswhite@spcity.org>; Kevin Kildee <kevinkildee@gmail.com>; Susan Santangelo <Susansantangelo415@gmail.com>; Bob Huber <bob.huber@ventura.org>; Oscar Madrigal <oscar.madrigal@oxnard.org>; Cheryl Heitmann <cheitmann@ci.ventura.ca.us>; Janice Parvin <moorparkparvin@gmail.com>; Ruth Luevanos <rluevanos@simivalley.org>; Mike Johnson <mike.johnson@cityofventura.ca.gov>; Doug Halter <dhalter@cityofventura.ca.gov>; Misty Perez <mistyalyce@gmail.com>; Gama, Steven A. <sgama@ci.port-hueneme.ca.us>; betsystix@gmail.com <betsystix@gmail.com>; Chris Enegren <cenegren@moorparkca.gov>; Mark Austin <maustin@ci.fillmore.ca.us>; Bert Perello <bert.perello@oxnard.org>

Cc: Mina Layba <mlayba@toaks.org>; Brian Chong <bchong@moorparkca.gov>; Roger Pichardo <rpichardo@cityofcamarillo.org>; Chris Williamson <cbwplans@gmail.com>

Bcc: Hugh Riley <ridgeriley@msn.com>

 2 attachments (121 KB)

DRAFT VCOG Legislative Program - 2021.docx; DRAFT VCOG Program of Priorities- 2021.docx;

Dear VCOG Council Members, Alternates and Support Staff,

At the January 14, 2021 VCOG Council Meeting the Council referred the DRAFT- VCOG 2021 Program of Priorities and Legislative Program documents to the VCOG Administrative Committee for review and recommendations for changes. The Administrative Committee met on January 28, 2021 to review and discuss the program documents.

Changes to the documents recommended by the Committee are shown in legislative format on the attached. These changes will be presented to the Council at the March 11, 2021 Meeting.

Please review the documents and be prepared to suggest any additional changes you would like the Council to consider during the March 11 Meeting. If you have recommendations for changes to either document you should ask that the item be pulled from the Consent Calendar for discussion.

Please note that these documents combined, together with the VCOG 2021 Strategic Plan, will serve as a guide for VCOG activity and staff efforts during 2021.

Hugh

Hugh Riley
Executive Director
Ventura Council of Governments
(805) 217-9448
ridgeriley@msn.com
www.venturacog.org



VCOG 2021 PROGRAM OF PRIORITIES

2016-2040 Sustainable Communities Strategy

Collaboration with Regional Partners

Countywide High Speed Internet Access i.e. 5G, Fiber and Broadband)

Economic Development

- COVID-19 Recovery
- Business retention/attraction issues
- Local preference in contracting and purchasing
- Sales tax measures

Fiscalization of Land Use

Homelessness

Housing Issues

- Addressing Substandard Housing
- Second Dwelling Units

Infrastructure Funding Issues

Legislative Priorities of:

- Land Use and Environment
- Housing and Blight
- Economic Development
- Public Infrastructure
- Solid Waste Management
- Public Safety
- Resources Management/Water Supply Reliability
- Local Governance Sustainability

Municipal Utilities Districts for Water and Wastewater

Public Safety Power Shutoff mitigation and prevention

Solid Waste Management

- Landfill Capacity and Emerging Waste-to-Energy Technology

- Continue to Serve as Ventura County's Solid Waste Local Task Force pursuant to Requirements of AB 939

Sustainable Groundwater Management Act (SGMA) Implementation


Technology Trends in Transportation

- Emerging Trends i.e. self-driving cars, drones, scooters and bicycles.

ITEM 6G

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: REAP Program Memorandum of Understanding (MOU)

DATE: March 11, 2021

Recommendation:

Approve MOU No. M-018-21 and Authorize Chair to sign subject to final language approval by the Executive Director

Discussion:

This Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG) and VCOG sets out the terms and conditions for the REAP Funding for VCOG from HCD/SCAG for approximately \$43 2,000 for projects design to accelerate housing production within the VCOG Jurisdiction. The final grant amount will be finalized after the RHNA Appeal Process has concluded, however VCOG's Grant will not be reduced.

On December 2, 2020 VCOG received official notice that the final REAP Funding Application submitted in November 2020 had been approved. The SCAG Award Letter is attached. Since then, Staff has been working with SCAG Staff to develop an MOU to govern the administration of the grant funding and establish requirements for procurement of consultant services, invoicing, reporting, records management and other requirements.

The Table Below shows the proposed Phase 1 and 2 Funding Allocations:

Proj. No.	Project/Activity Name	Phase 1 funding	Phase 2 funding	Total Project Funding
1	REAP Application, Management, and Executive Outreach, and Admin for all Projects NTE 5%	\$35,860	\$27,950	\$63,810
2	Localized Content for Documents, Presentations, and Public Information Programs	\$19,500	\$0	\$19,500
3	Regional Model Inclusionary Ordinance	\$19,500	\$0	\$19,500
4	Regional ADU Program for Pre-Fabricated and Garage Conversion ADUs	\$87,500	\$62,100	\$149,600
5	Regional CEQA Streamlining Vehicle Miles Traveled (VMT) Adaptive Management and Mitigation Program	\$37,000	\$142,590	\$179,590
		\$199,360	\$232,640	
	Total Approved Funding Amount	\$432,000		

Funds for Phase 2 will only be made available to VCOG upon execution of a signed agreement between the Department and SCAG for the Full REAP Funding Amount. This is expected in the next few months. Phase 1 Funding \$199,360 has been included in VCOG's current 2020-2021 Operating Budget

The HCD REAP Program is intended to help accelerate housing production by completion of regionally oriented projects that help jurisdictions adopt their respective **2021-2029 Housing Elements** and subsequently implement their programs. REAP grants are regionally administered by SCAG and awarded only to SCAG's recognized subregional partners such as VCOG, which represents Ventura County and its 10 incorporated cities.

The Projects included in VCOG's REAP Program are generally described as follows:

PROJECT 1: REAP Application, Management, and Executive Outreach

- REAP Application and MOU, Projects Administration and Management
- Networking with Ventura County and its 10 cities

PROJECT 2: Localized Content for Documents, Presentations, and Public Information Programs

- State-level: Identify and describe recent Housing Element Legislation, highlights changes from prior housing elements, and summarize HCD Guidelines
- SCAG: Identify and describe Ventura County-specific SCAG RTP/SCS Programs and Priorities, list Final RHNA Allocations to the County and each city
- This "high-level" RHNA background is designed for use by VCOG jurisdictions in their respective 2021-2029 housing elements, CEQA reviews, public presentations, and outreach media in early and mid-2021
- Incorporates SOAR, Greenbelts, Guidelines for Orderly Development, and other Ventura-specific context

PROJECT 3: Regional Inclusionary Ordinance

- VCOG housing specialist and a local affordable housing attorney Barbara Macri-Ortiz would collect local and best-practices inclusionary ordinances
- Complete a template zoning code-formatted ordinance with optional sections and standards to be made available to any jurisdiction for optional use

PROJECT 4: Regional ADU Program for Prefabricated and Garage Conversion ADU's

- RFP-selection of an architectural firm and manufacturer to develop a prefabricated stand-alone modular ADU best suited to the VCOG region, and
- Develop a garage-conversion ADU plan with options.
- Prepare "Regional ADU Encourage Program"
- Submit ADU plans to VCOG jurisdictions for plan check and modify for as many corrections as possible
- Create public ADU-website to select ADU plan and options by jurisdiction, generate accurate cost estimate, and generate permit submittal plans

PROJECT 5: Regional CEQA Streamlining VMT Adaptive Management and Mitigation Program

- Joint project with the Ventura County Transportation Commission (VCTC) consistent with VMT modeling and regional transportation plans and projects
- RFP-selected consultants develop measurable VMT-reduction mitigations for optional use in CEQA reviews
- Intended for 2021-2029 Housing Elements and subsequent implementing general and specific plan amendments; re-zonings; zoning code and development standards updates, and individual housing projects that are not exempt from CEQA

ATTACHMENTS: SCAG Award Letter
VCOG – REAP MOU No. M-018-21



December 14, 2020

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

SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

Subject: Regional Early Action Planning (REAP) Grant Subregional Partnership Program
Award

Dear Mr. Riley:

REGIONAL COUNCIL OFFICERS

President
Rex Richardson, Long Beach

First Vice President
Clint Lorimore, Eastvale

Second Vice President
Jan C. Harnik, Riverside County
Transportation Commission

Immediate Past President
Bill Jahn, Big Bear Lake

COMMITTEE CHAIRS

Executive/Administration
Rex Richardson, Long Beach

Community, Economic &
Human Development
Jorge Marquez, Covina

Energy & Environment
David Pollock, Moorpark

Transportation
Cheryl Viegas-Walker, El Centro

SCAG is pleased to inform you the applications submitted by Ventura Council of Governments for the REAP Grant Subregional Partnership Program on November 13, 2020 and December 2, 2020 have been approved. The proposed projects meet the Program objectives to accelerate housing production, implement the 6th Cycle RHNA, and align subregional partner goals with SCAG's Connect SoCal--the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy. As you are aware, SCAG's Subregional Partnership Program was developed pursuant to the State REAP program enacted by the State of California 2019-2020 Budget Act.

The final amount of funds available for project funding for your subregion will be based on the final adopted Regional Housing Needs Assessment (RHNA) plan, which is scheduled for adoption in early 2021. Based on the current estimate, Ventura Council of Governments is eligible to receive up to \$431,573 for the authorized planning projects. The final amount will be amended after the adoption of the final RHNA Allocation Plan by the SCAG Regional Council.

Based on your indication the Council of Governments will procure and manage the projects. We will forward a Memorandum of Understanding (MOU) with the financial invoicing, performance reporting, and other legal requirements for subrecipients of the program. SCAG staff will contact you shortly to initiate the process to review and prepare the MOU and finalize the Scope of Work (SOW) for the authorized projects. The MOU will have the effective date for reimbursable program development work, which is subject to the execution of an MOU between SCAG and Ventura Council of Governments.

Congratulations on your successful application. If you have any questions, please contact Ma'Ayn Johnson, Housing Program Manager, at johnson@scag.ca.gov. SCAG looks forward to working with you on accelerating housing production and implementing the 6th cycle RHNA throughout the region.

Sincerely,

Sarah Jepson
Director of Planning

COVER PAGE
MEMORANDUM OF UNDERSTANDING
No. M-018-21

SCAG Overall Work Program (OWP) No: 300-4872Y0.03

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

CFDA Number and Name: N/A

Federal Award Identification Number (FAIN) No: N/A

Federal Award Date: N/A

Total Amount of the Federal Award: N/A

Federal Award Project Description: N/A

Federal Awarding Official: N/A

Sub-Recipient Name: Ventura Council of Governments

Sub-Recipient's DUNS No: N/A

Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$432,000

Total Amount of the Sub-Award: \$200,000

Subaward Period of Performance Start Date: Effective date of this MOU

Subaward Period of Performance End Date: June 30, 2023

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

**MEMORANDUM OF UNDERSTANDING
No. M-018-21**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND VENTURA COUNCIL OF GOVERNMENTS
FOR THE VCOG REGIONAL EARLY ACTION PROGRAM**

(SCAG Project/OWP No. 300-4872Y0.03)

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** (“SCAG”) and the Ventura Council of Governments (**VCOG**) (“Sub-Recipient”), for VCOG Regional Early Acton Program, subsequently herein referred to as “Project.” SCAG and the Sub-Recipient are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) is authorized to provide up to \$47,471,023 (the “Full Funding Amount”) to SCAG under the Regional Early Action Planning Grant Program (the “REAP Program”), the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, based on SCAG’s Regional Council action at its March 5, 2020 meeting, of the authorized Full Funding Amount, approximately up to \$23 million will be allocated to fund subregional partnership projects for planning activities that will accelerate housing production and facilitate compliance in implementing the Sixth Cycle of Regional Housing Needs Allocation (“RHNA”) (the “Subregional Partnership Program), and the funding amount available for each subregional partner will be based on the final Sixth Cycle of RHNA allocation;

WHEREAS, the Department approved SCAG’s application for a Request for Advance Allocation on April 14, 2020, to receive \$11,867,755 (up to 25% of the Full Funding Amount allocated) and a Request for Allocation for the remaining funding is expected to be authorized in 2021;

WHEREAS, on September 3, 2020, SCAG’s Regional Council approved Subregional Partnership Program Guidelines (the “Guidelines”) and authorized SCAG’s Executive Director or his designee to enter into agreements with the designated subregional partner under the REAP Program;

WHEREAS, the Sub-Recipient, as the designated subregional partner, developed and submitted their proposals consistent with the Subregional Partnership Program Guidelines (“Project”) and SCAG reviewed and approved the Project;

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in activities and projects that will require certain technical, professional, or support services from time to time related to its work regarding the Subregional Partnership Program;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties, which includes SCAG to provide funding for the Project;

WHEREAS, the Sub-Recipient will hire a Consultant (“Consultant”) to perform the services required for the Project as described in the REAP Subregional Partnership Program application (“Scope of Work”);

WHEREAS, consistent with the funding schedule in the Subregional Partnership Program Guidelines, SCAG shall contribute a maximum, not to exceed full suballocation amount of FOUR HUNDRED THIRTY-TWO THOUSAND Dollars (\$432,000) of state funds for the Project (“Grant Funds”). Phase 1 funding in a not to exceed amount of TWO HUNDRED THOUSAND Dollars (\$200,000) of state funds shall be available to the Sub-Recipient subject to the provisions of this Agreement upon the Effective Date of this MOU. Funds related to approved Phase 2 project components in a not to exceed amount of TWO HUNDRED THIRTY-TWO THOUSAND Dollars (\$232,000) will only be made available to the Sub-Recipient upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, costs incurred by Sub-Recipient for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG;

WHEREAS, the Sub-Recipient’s designated project manager, in coordination with SCAG’s designated project manager, will ensure the Scope of Work is performed by the Consultant;

WHEREAS, subject to the conditions described in the Subregional Partnership Program Guidelines, reimbursable activities by the Sub-Recipient and Consultant will begin on September 3, 2020 and shall be completed by June 30, 2023;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the Sub-Recipient related to the Project described herein; and

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. MOU Contents

This MOU is comprised of these terms and conditions and any attached Exhibits and may be amended only by written agreement between SCAG and the Sub-Recipient. The Recitals to this Agreement are also incorporated herein by this reference.

2. Scope of Work

- a. The Sub-Recipient and Consultant procured by the Sub-Recipient in accordance with applicable procurement requirements and policies, shall perform the Scope of Work, in accordance with applicable State requirements, including but not limited to the requirements set forth in Sections 7, 8, 9, 14, 15, 16, 17, 18, 19 and 20 of this MOU.
- b. SCAG shall only be obligated to make payments to the Sub-Recipient from REAP Program funding that SCAG actually receives and only for work performed as part of the Scope of Work regarding the Project, up to the maximum amount of FOUR HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$431,000). SCAG intends to use state funds to meet its funding obligations described herein.
- c. The Sub-Recipient shall use the Grant Funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the Subregional Partnership Program application and any subsequent applications.
- d. If the Sub-Recipient is able to contract for services at a lower cost than outlined in their Subregional Partnership Program application and approved Scope of Work budget, the remaining funds may be used to fund other REAP programs by SCAG. The Sub-Recipient shall have the opportunity to submit a revised Scope of Work Approval form detailing a proposed use for the remaining funds within 30 days of execution of the contract creating the cost savings. The proposed use is subject to approval by the SCAG Project Manager, and must be proposed to fund meaningful work which adheres to the guidelines.
- e. The approved Scope of Work shall be documented using the Scope of Work Approval Form, attached hereto as "Exhibit A" and incorporated herein by this reference and subsequently herein referred to "Approval Form." The completed Approval Form must be signed and agreed upon by Subrecipient Project Manager and SCAG Project Manager, prior to the performance of the Scope of Work. The completed Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The completed Approval Form may be amended subject to approval by SCAG. No alteration or deviation of the Scope of Work shall be valid unless the completed Approval Form is amended and properly signed and agreed upon by both Parties.
- f. The Sub-Recipient has had their procurement process reviewed by SCAG, and is hereby required pursuant to this Agreement to procure all services in the Scope of Work on a "monitored" basis, subject to provisions outlined in the "Monitored Sub-Recipient Requirements", attached hereto as "Exhibit B" and incorporated herein by this reference and subsequently herein referred to "Monitored Requirements." If the Sub-Recipient can satisfy the requirements to be considered for "unmonitored" procurements, this MOU may be amended to remove the Monitored Requirements.
- g. The Sub-Recipient hereby verifies that it procured or shall procure the Consultant to perform the Scope of Work through a fair and competitive process consistent with the Sub-Recipient's procurement procedures, as long as those procedures comply with all laws, rules, regulations and ordinances governing Sub-Recipient's procurement, and all applicable provisions of California state law. The following guidelines further describe procurement requirements applicable to this funding:
 - i. Any sole source purchase must be preapproved by SCAG and HCD as compliant with REAP requirements;

- ii. The maximum allowed cost for procurements made as a “micropurchase” or “small purchase”, which is not subject to a competitive process is \$5,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower;
 - iii. The maximum allowed cost for procurements made through an informal process, which requires a minimum of three written or verbal quotes or proposals documented in the procurement file, is \$50,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower;
 - iv. Any contract or purchase over the amount of \$50,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower, must be procured using a formal method (RFP, RFQ, etc.) in accord with the Sub-Recipient’s adopted procurement policy; and
 - v. The Sub-Recipient shall consult with SCAG Project Manager in development of an RFP (or any solicitation) and obtain SCAG Project Manager’s approval on the final RFP (or solicitation) prior to its issuance. The Sub-Recipient shall provide SCAG with a copy of its Notice to Proceed issued to the Consultant, along with a copy of the Consultant contract within seven (7) days of its issuance. When requested, the Sub-Recipient shall also provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within seven (7) days of the request.
-
- h. Subject to the execution of a valid, enforceable contract between the Sub-Recipient and Consultant, the Sub-Recipient shall be responsible for managing the Consultant in performing the Scope of Work. Each Party’s Project Manager shall review and approve Consultant’s invoices.
 - i. The Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant’s deliverables consistent with the Scope of Work; provided, however, that prior to approving a deliverable from the Consultant, the Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager. In the event that the Sub-Recipient or its Consultant proposes an amendment to the Consultant’s contract which changes the terms of Consultant’s contract with the Sub-Recipient, including but not limited to, increases the value of the contract amount and/or modifies the Scope of Work, the Sub-Recipient shall consult with SCAG’s Project Manager in writing and obtain SCAG Project Manager’s approval on the final amendment and provide SCAG with a copy of any such executed amendment.
 - j. The Sub-Recipient shall provide SCAG with quarterly reports and a final report as specified in Section 6 of this MOU, which shall include an accounting of Grant Fund expenditures. The Sub-Recipient shall retain a copy of payment records, invoices, receipts, and any other documentation requested by SCAG for all Grant Fund expenditures.
 - k. The Sub-Recipient agrees that SCAG, or its authorized representative(s), shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material shall be kept and maintained by the Sub-Recipient and shall be made available to SCAG during the term of this Agreement unless SCAG's advance written permission is given to dispose of any such material.

3. Term

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2023, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

4. Program Management

- a. All work under this MOU shall be coordinated with SCAG and the Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Ma'Ayn Johnson
Housing Program Manager
(213) 236-1975
johnson@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.

- c. For purposes of this MOU, the Sub-Recipient designates the following individual as its Project Manager:

Hugh Riley
Executive Director
(805) 217-9448
ridgeriley@msn.com

The Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Project is funded wholly with state REAP Program funds, in an amount not to exceed FOUR HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$431,000). Dollars (\$431,000). SCAG shall not be obligated to make payments for any Project costs that exceed FOUR HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$431,000). Funds related to any approved Phase 2 project components will only be made available to the Sub-Recipient upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, Sub-Recipient agrees and acknowledges that any costs it incurs for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG, notwithstanding the amounts identified in this Agreement. SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to the REAP Program.
- b. SCAG reserves the right, in its sole discretion, to discontinue funding the Program and terminate the contract as described in Section 21 of this MOU.

- c. Any costs for which the Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, the Department or other State authorities to be ineligible or otherwise unallowable, are to be repaid by the Sub-Recipient within thirty (30) calendar days of the Sub-Recipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Such repayment shall include interest, penalties or related fees, as determined by the Department or other State authorities. Should the Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Sub-Recipient.

6. Invoices and Progress Reports

- a. SCAG's contribution to the Project shall be made to the Sub-Recipient as provided in this Section 6 in relation to the Sub-Recipient's and Consultant's performance of the services made pursuant to the Scope of Work. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).
- b. Not less frequently than once in every month, the Sub-Recipient shall submit an invoice to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as "Exhibit C." SCAG agrees to advance the Sub-Recipient for Staff charges and Consultant charges identified and described on such invoices, subject to the provisions of this Agreement relating to SCAG's audit and inspection rights and further conditioned on Sub-Recipient not being in uncured default as to any of Sub-Recipient's material obligations contained in this Agreement. The Invoice Report shall include a narrative description of the progress towards completion of tasks related to the Project and copies of approved Staff charges and Consultant invoices. After receipt of the Invoice Report, SCAG shall review the invoices for compliance and consistency with this Agreement and, if SCAG determines in its reasonable discretion that such invoice is compliant and consistent with this Agreement, then SCAG shall issue funds to the Sub-Recipient to pay the approved invoices. The Sub-Recipient is required to issue payments on the submitted invoices no later than ten (10) days from the receipt of funding from SCAG and submit a proof of the payments to SCAG.
- c. The Invoice Report shall include the following information:
 - 1) Names of Sub-Recipient and Consultant personnel performing work
 - 2) Dates and times of Project work
 - 3) Location of Project work
 - 4) Itemized costs, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each such employee, including complete timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG; contractor or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 - 5) The Sub-Recipient shall submit narrative reports indicating percentage of completion with each set of invoices to allow the SCAG's Project Manager to determine if the Sub-Recipient is performing to expectations, is on schedule, is within funding limitations, as well as to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

- d. Incomplete or inaccurate invoices shall be returned to the Sub-Recipient unapproved for correction.
- e. All direct and Consultant costs billed must be specifically identified and supported with original or printed electronic receipts, invoices, or statements. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to the Sub-Recipient, its sub-recipient, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see website for summary of travel reimbursement rules.
- f. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), the Sub-Recipient shall submit a Quarterly Report using the Sub-Recipient Report Template provided by SCAG Project Manager to the Sub-Recipient Project Manager prior to the due date. A copy of the Sub-Recipient Report Template is attached hereto as "Exhibit D" and incorporated herein by this reference and subsequently herein referred to as the "Report Template". The Report Template may be modified at any time by the SCAG Project Manager, and will be provided to the Sub-Recipient Project Manager as soon as the change is in effect. The Quarterly Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant as well as progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project.
- g. By February 10 of each year following receipt of funding pursuant to this MOU, the Sub-Recipient shall submit an Annual Report using the Report Template. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant as well as progress toward completion of tasks related to the Project for the prior year and a reporting of all costs incurred regarding the Project for that period.
- h. On April 10, 2021, the Sub-Recipient Project Manager shall submit the Housing Element Progress portion of the Report Template to SCAG Project Manager. The Housing Element Progress section shall thereafter be required annually, as part of the Annual Report due on February 10 of each year.
- i. As each project is finalized, and no later than July 21, 2023, the Sub-Recipient shall submit a Close-Out Report for each project, in a format to be determined by the SCAG Project Manager. At the time of the drafting of this MOU, the Awarding Agency, State of California, Department of Housing and Community Development has not provided the requirements for the Close-Out Report due to the Department by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipients is not available at this time but will be provided to the Sub-Recipient Project Manager by SCAG Project Manager once it becomes available.
- j. On all documents submitted to SCAG for the Project, including Invoices, Quarterly Reports, Annual Reports, and Close Out Form, the Project Number (OWP No. 300-4872.03) shall be referenced from the Effective Date through June 30, 2023.

- k. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this Agreement (e.g., 7/21/21, 7/21/22, & 7/21/23). SCAG shall not be obligated to pay the Sub-Recipient for any invoice received after such date.
- l. The Sub-Recipient will require that its Consultant pay any subconsultants for satisfactorily completed work no later than ten (10) days of receipt of each payment from the Sub-Recipient. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing.

7. Accounting Records

- a. The Sub-Recipient and Consultant shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by work elements.
- b. The Sub-Recipient and Consultant shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
- c. The Sub-Recipient and Consultant shall maintain documentation of its competitive bid process consistent with the Sub-Recipient's procurement procedures, and comply with the requirements set forth in Section 2.g, all applicable laws, rules, regulations and ordinances applicable to Sub-Recipient governing procurement, and all applicable provisions of California state law, and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- d. The Sub-Recipient agrees that SCAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU.
- e. The Sub-Recipient and Consultant shall be responsible for maintaining accounting records as specified above.

8. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Grant Funds shall be expended in compliance with the terms and provisions of the Notice of Funding Opportunity (NOFA) for the REAP Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019), which includes associated forms and guidelines and this Agreement.
- b. Grant Funds shall only be used by the Sub-Recipient for project activities approved by SCAG that involve planning activities in accordance with the NOFA published by the Department.
- c. Grant Funds may not be used for administrative costs of persons employed by the Sub-Recipient for activities not directly related to eligible activities.
- d. The Sub-Recipient shall use no more than 5 percent (5%) of the total Grant Funds for administrative costs related to the Project, or a maximum of \$21,500, whichever is lower. For

purposes of this MOU, administrative costs are defined as: preparing invoices and supporting documentation; preparing quarterly, annual, and close-out progress reports; and participating in project management meetings. Additional funds may be used from other sources solely contributed by the Sub-recipient to support the Sub-recipient's administration of the Project.

- i. The Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If the Sub-Recipient is seeking reimbursement for indirect costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs means the federal agency responsible for reviewing, negotiating, and approving indirect cost allocation plans or indirect cost proposals. The Sub-Recipient must include their estimated indirect cost rate in the project application and provide a copy of the acceptance letter from their cognizant agency for the approved ICAP or ICRP for the current fiscal year. Indirect costs may be sought for reimbursement only if the Sub-Recipient has received ICAP/ICRP approval from its cognizant agency on or before the Effective Date of this MOU.
 - iii. All indirect costs may only be charged as administrative costs, and are subject to limit on administrative costs set in Section 8d.
 - iv. The Sub-Recipient must inform SCAG in writing if an ICAP/ICRP will be utilized and indirect costs charged to the administrative cost allowance on or before the Effective Date of this MOU.
- e. The Sub-Recipient shall be accountable to SCAG and the Department to ensure Consultants' performance. The agreements with the Consultants shall provide for compliance with all applicable requirements of this Agreement as determined by SCAG.
 - f. SCAG will provide reimbursement only for approved and eligible costs incurred after September 3, 2020 as described in the conditions of the Subregional Partnership Program Guidelines.
 - g. There must be a strong implementation component for the funded activity through REAP, including, where appropriate, agreement by the Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. The Sub-Recipient that does not formally request adoption of the funded activity may be subject to repayment of the Grant Funds.
 - h. In the event that it is determined, at the sole discretion of SCAG, that the Sub-Recipient is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from SCAG to stop work, the Sub-Recipient shall cease all work under the Agreement. SCAG has the sole discretion to determine that the Sub-Recipient meets the terms and conditions after a stop work order, and to deliver a written notice to the Sub-Recipient to resume work under the Agreement.

9. Electronic Version of Work Products

- a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. The Sub-Recipient shall submit one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and shall grant to the Sub-Recipient a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at the Sub-Recipient's sole risk and without liability or legal exposure to SCAG. Such written verification by SCAG shall not be unreasonably denied and shall be provided by SCAG within ten calendar days of the Sub-Recipient's request therefor.
- d. Subject to any provisions in the California Public Records Act to the contrary, all deliverables and related materials related to the Project shall be held confidential by Consultant. Nothing furnished to the Sub-Recipient or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The Sub-Recipient shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Sub-Recipient treats its confidential information, but in no case less than reasonable care.

10. MOU Changes

No alteration or deviation of the terms of this MOU shall be valid unless made in writing in the form of MOU Amendment and fully and properly executed by both parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the Request.

11. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.

To Sub-Recipient: Hugh Riley
Executive Director
Ventura Council of Governments
P.O. Box 157
Moorpark, CA 93020
(805) 217-9448
ridgeriley@msn.com

12. Insurance

The Sub-Recipient and Consultant, at their own expense, shall procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. The minimum required insurance coverage required by SCAG is set forth below unless otherwise waived by SCAG, in its sole discretion. Notwithstanding the foregoing, Sub-Recipient shall have the right, at its election but upon written notice to SCAG, to maintain all such insurance required under this Section 12 under a program of self-insurance or self-administered claims in lieu of purchasing such insurance; provided, however, that the scope and coverage limits are not less than those required below in subdivisions (a) and (b) below and provided, further, that the provisions in subdivision (c) apply to any self-insurance program. Any notice by Sub-Recipient shall detail consistency of its self-insurance program with the requirements of this Section 12.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4) Professional Liability (Errors and Omissions) insurance if appropriate to the Consultant's profession.

- b. Minimum Limits of Insurance – The Sub-Recipient, Consultant, and SCAG shall maintain limits no less than:
- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by the Sub-Recipient and Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
 - 3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
 - 4) Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this MOU.
- c. Other Insurance Provisions – Both Sub-Recipient and SCAG should comply with the other insurance provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of the Sub-Recipient or Consultant, products and completed operations of the Sub-Recipient or Consultant; premises owned, occupied or used by the Sub-Recipient; or automobiles owned leased, hired or borrowed by the Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - 2) For any claims related to this Project, the Sub-Recipient's and Consultant's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of the Sub-Recipient's and Consultant's insurance and shall not contribute with it.
 - 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - 4) The Sub-Recipient's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.

- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best’s rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – The Sub-Recipient and Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, the Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

13. Indemnification

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the Sub-Recipient undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG’s employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Sub-Recipient, employees and agents in connection with its activities in pursuing the Project or under this MOU. The Sub-Recipient further agrees to require its Consultant to provide indemnification for SCAG to the same extent as the Sub-Recipient, in the contract(s) between the Sub-Recipient and its Consultant for work related to this Agreement.

14. Records Retention and Audits

- a. The Sub-Recipient shall maintain all source documents, books and records connected with the Project and procurement of the Consultant and all work performed under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program (“OWP”), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.
- b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of the Sub-Recipient, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the Sub-Recipient upon request at no cost to the Sub-Recipient.

- c. At any time during the term of this Agreement, SCAG and the Department may perform a financial audit of any and all phases of the award. At SCAG and the Department's request, the Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. The Sub-Recipient agrees that SCAG and the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. The Sub-Recipient agrees to provide any relevant information requested.
- e. The Sub-Recipient agrees to permit SCAG and the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, program guidelines, and this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Sub-Recipient and the Consultant until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.
- g. If applicable, the Sub-Recipient agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-Recipient in compliance with Subpart F of the Office of Management and Budget's Uniform Grant Guidance, formerly referred to as Circular A-133. The Sub-Recipient is responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.
- h. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

15. General Terms and Conditions

- a. The Sub-Recipient and Consultant shall adhere to the requirements contained in the State of California General Terms and Conditions (GTC 04/2017) now incorporated by reference. Such requirements shall apply to the Sub-Recipient and the Consultant to the same extent as SCAG and may include, but are not limited to:
 - 1) Recycling Certification
 - 2) Non-Discrimination Clause
 - 3) Anti-Trust Claims
 - 4) Child Support Compliance Act
 - 5) Priority Hiring Considerations
 - 6) Small Business Participation and DVBE Participation

16. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any person, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- c. The Parties shall permit access by representatives of SCAG, the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department shall require to ascertain compliance with this clause. The Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Parties shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this MOU.
- d. The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.
- e. In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.
- f. If required by Department, additional or alternate sanctions for noncompliance may be imposed.

17. Conflict of Interest

The Parties shall comply with federal and state conflict of interest laws, regulations and policies as well as all applicable federal and state laws, regulations and policies in connection with its activities pursuant to this Agreement.

18. Independent Contractor

The Sub-Recipient and its Consultant(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

19. Disputes

- a. In the event of a dispute among the Parties concerning a question of fact arising under this Agreement that is not disposed of by agreement, which involves a decision by the Department's Housing Policy Development Manager (or the Manager's designee) who may consider any written or verbal evidence submitted by SCAG, the decisions of the Department shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g). SCAG shall include in such submittal to the Department any written or verbal evidence submitted to SCAG by the Parties, at the discretion of SCAG, as part of this process. Neither the pendency of a dispute nor its consideration by the Department will excuse the Parties from full and timely performance in accordance with the terms of this agreement.
- b. For other disputes and except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:
- c. A meeting shall be held promptly between the Parties that will be attended by the Sub-Recipient's Project Manager and SCAG's Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.
- d. If the Parties are unsuccessful in resolving the dispute under (c) above, they may:
 - 1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
 - 2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.
- e. If any Party should bring a legal action against the other to enforce the terms of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

20. Noncompliance

In addition to such other remedies as provided by law, in the event of nonperformance or noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated pursuant to Section 21.

21. Termination of MOU

- a. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be provided to SCAG and the Sub-Recipient shall be paid for all services performed by Consultant and accepted by the Sub-Recipient through the effective date of termination, provided the required consultation between the Sub-Recipient and SCAG has been undertaken in accordance with Section 2(f) of this MOU. Any Party terminating this MOU before

the effective date of termination shall be responsible for any actual, incurred termination costs incurred by the Consultant as a result of such termination notice.

- b. Termination for Cause (Sub-Recipient Default). If through any cause, the Sub-Recipient shall fail to timely and adequately fulfill its obligations under this MOU, or if the Sub-Recipient violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the Sub-Recipient of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the Sub-Recipient to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.
- c. Termination for Cause (SCAG Default). If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, the Sub-Recipient shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. The Sub-Recipient shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that the Sub-Recipient invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the Sub-Recipient at its option.

22. Non-Assignment

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable.
- b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

23. Release of Information

The Sub-Recipient shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as required by law (including, without limitation, pursuant to the California Public Records Act) and with prior written notice to SCAG.

24. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and the Sub-Recipient. This Agreement shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

25. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

26. Survival

The following sections survive expiration or termination of this MOU:

Section 9 (Electronic Version of Work Products)
Section 13 (Indemnification)
Section 19 (Disputes)
Section 23 (Release of Information)

27. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

28. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

29. Standard of Care

The Parties and Consultant shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

30. Force Majeure

Neither the Sub-Recipient, SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Sub-Recipient, SCAG or Consultant, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

31. Execution of MOU or Amendment

This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

32. Effective Date

This MOU shall be effective as of the last date in which the document is executed by both Parties.

33. Entire MOU

This MOU, including the attached Exhibits A, B C, and D represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

34. Authority

The Sub-recipient warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake administration of the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Sub-recipient's governing body, authorizing receipt of SCAG Grant Funds, and directing and designating the authorized representative(s) of the Sub-recipient to act in connection with the Project specified and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-00x-21**

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By: _____ Date _____
Cindy Giraldo
Chief Financial Officer

APPROVED AS TO FORM: -

By: _____ Date _____
Michael R.W. Houston
Chief Counsel

Ventura Council of Governments ("Sub-recipient")

By: _____ Date _____
Jenny Crosswhite
Chair

APPROVED AS TO FORM:

By: _____
Hugh Riley
Executive Director

Exhibit A Scope of Work Approval Form



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Summary

Subregional Partner: _____

- Original Scope of Work Approval Add or Remove Project Manager
 Revision Requested to Projects (Please check all that apply)
 Revise/Delete a Previously Approved Project or Task Change Funding Allocation Between Projects
 Add a New Project Project/Task Date Change ~~Change~~ in Deliverable
 RHNA Adjusted Allocation Initiated by SCAG

Other (Please describe)

SCAG Approval Date: _____

Revision Request Date: _____

Approved Summary of Projects and Activities (application approved on XX,XX,XXX)

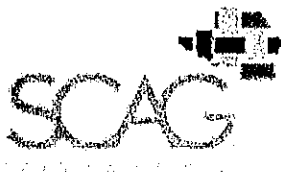
	Project/Activity Name	Phase 1 funding	Phase 2 funding	Total Project Funding
1				
2				
3				
4				
5				
6				
7				
	Phase Total			
	Total Approved Funding Amount			

Please check the box below if you are intending to use funding for administrative costs. If you do not elect to utilize the 5% admin allowance, the award amount will not be affected, but all funds must be used for program activities. This decision can not be changed later, so please choose carefully.

- A portion of the requested funding amount above will be applied as "administrative costs", which can be up to 5% of the total project funding.

If you checked the box above, please indicate if you plan to utilize:

- The entire 5% allowable under the grant terms.
- A different percentage: Click or tap here to enter text.
- A specific dollar amount: Click or tap here to enter text.



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Summary

Approved Summary of Projects and Activities (Revision) *If a revision is requested, please also update the appropriate individual project outline(s) on the following pages. If a new project is being requested, please fill out a new project outline using the template on the last three pages of this form.*

	Project/Activity Name and requested change	Total Amount
1		
2		
3		
4		
5		
6		
7		
	Total Approved Funding Amount	

Approval Requested By:
 SUBRECIPIENT PROJECT MANAGER
 Name and Title

Approved By:
 SCAG PROJECT MANAGER
 Ma'Ayn Johnson, Housing Programs Manager

 Signature Date

 Signature Date

Note to Subrecipient(s):

If the approved Scope of Work includes the adoption or amendment of ordinances or any other support activities, those activities, e.g., ADU ordinances, must support the creation of additional housing and be in compliance with applicable current State and Federal laws and statutes. If the project is found to be non-compliant with any current laws or statutes, reimbursement will be denied, and any funds previously disbursed may be subject to repayment by the Subrecipient. If the Subrecipient is unclear as to the legality of their proposed ordinance or amendment, the SCAG Project Manager can offer technical assistance. The California Department of Housing and Community Development has a website for current ADU law and resources for agencies at <https://www.hcd.ca.gov/policy-research/accessorydwellingunits.shtml>.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Metrics

Project Metrics

Each REAP project requires a metric to qualitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP SRP quarterly progress reporting form for your subregion. *Please select all metrics that will apply to your approved projects:*

1. Accessory dwelling unit projects
 - Number of ordinances updated or adopted resulting from the project
 - Range of weeks (or other time period) saved to approve permits from streamlined process (compared to baseline/current conditions)
 - Units permitted under project implementation/affordable units permitted under project implementation
 - Number of pre-approved plans designed and approved
 - Other: (please specify)
2. Outreach/public engagement projects
 - Number of events/meetings
 - Number of participants
 - Number of elected official/decisionmaker participants
 - Number of website hits
 - Number of video hits
 - Number of tool users or downloads
 - Other: (please specify)
3. GIS-related projects
 - Increase in total residential capacity and/or affordable residential capacity (compared to baseline/current capacity)
 - Other: (please specify)
4. AFFH-related projects
 - Number of adopted/implemented programs that increase access to fair housing
 - Other: (please specify)
5. Housing trust fund projects
 - Number of loan documents generated
 - Number of additional identified funding sources and amounts
 - Grants applied for and awarded if successful
 - Other: (please specify)
6. Plans and/or policies for implementation that are not related to ADUs (e.g., zoning ordinance updates, streamlined permitting processes, adoption of zoning strategies, etc.)
 - Additional unit capacity resulting from drafting or adopting plan (compared to baseline/current conditions)
 - Range of weeks (or other time period) saved to approve permits from streamlined process (compared to baseline/current conditions)
 - Other: (please specify)



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Metrics

Use the space below to indicate any metrics not listed above that will be used to measure progress on your project(s), and indicate the project number(s) measured by the metric(s).

Other projects (please specify metrics)

Click or tap here to enter text.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Detail

SCAG will provide enough copies of the following two pages for each approved project.

1	Project Name
<input type="checkbox"/> Metrics for this project have been selected in the "Project Metrics" portion of this form.	
<i>Please consult with the SCAG Project Manager if you need assistance in determining appropriate metrics for this project.</i>	
Brief Description of Project: <i>As provided in initial approved application</i>	
Alignment with SCAG Connect SoCal regional priorities: <i>As provided in initial approved application</i>	



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form – Housing Element Progress

Housing element progress

Subregional partners must demonstrate jurisdictional progress toward housing element preparation before projects and activities that are not directly related to housing element preparation can be funded. In the section below, please list the jurisdictions your subregional area covers, planned SB 2 and LEAP activities (if any), and housing element progress. If a LEAP grant has not yet been awarded, please also indicate in the table. The rubric below can be used to indicate housing element progress: Use additional space or add additional lines, if needed.

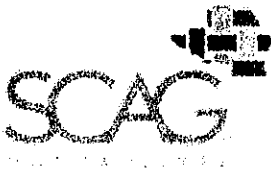
- A. *The jurisdiction has either consultant or dedicated staff resources for their housing element updates, with all updates underway; no additional REAP support is proposed.*
- B. *The jurisdiction has either consultant or dedicated staff resources for their housing element updates. A REAP support project for housing element updates is proposed by our subregion.*
- C. *The jurisdiction has neither consultant nor dedicated staff resources for their housing element updates. A REAP support project for housing element updates by our subregion is NOT proposed. This jurisdiction will need technical assistance resources for their housing element update.*
- D. *Our subregion is unaware of the status of housing element updates for this jurisdiction*

Jurisdiction	SB 2 or LEAP (Local Early Action Program) Tasks re: Housing Element	Housing element progress (A, B, C, or D.)



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form

1	Project Name	Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Phase 1 or 2	Begin date	End date	Deliverable
		<i>As provided in initial approved application</i>						
		Total projected cost						



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form

Please provide more information about the new requested project. Use additional pages if needed, and copy the template if more than one new project is being requested.

New Project Name:	
Estimated cost	
Expected start date	
Expected end date	
Does this project require the procurement of at least one consultant?	<input type="checkbox"/> no <input type="checkbox"/> yes _____ total number of consultant firms expected for projects
Agency expected to procure consultant	<input type="checkbox"/> subregional partner <input type="checkbox"/> SCAG <input type="checkbox"/> Other, please specify:
Agency expected to administer or implement project or activity*	<input type="checkbox"/> subregional partner <input type="checkbox"/> SCAG <input type="checkbox"/> Other, please specify:
Which agency will be directly paying consultant invoices?	<input type="checkbox"/> subregional partner (SCAG will reimburse the subregional partner) <input type="checkbox"/> SCAG
Does this project require adoption or approval by a local decision-making body for implementation?	<input type="checkbox"/> no <input type="checkbox"/> yes If yes, please specify the expected adoption/approval date:

**The implementing agency cannot have any unresolved audit findings from prior government contracts and cannot be party to pending land use, housing, or environmental litigation which could impact the proposed activities.*



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form

Please provide more details about the project or activity, including:

- Brief description of project key deliverables and tasks, proposed performance indicators
- Nexus to housing production and why the task necessary for the adoption or implementation of the listed eligible activities for any tasks that are considered indirect to housing production (e.g., EIRs or General Plan amendments)
- Expected outcome of project or activity (i.e., plans for adoption or implementation)
- Related tasks that will be funded from other funding sources besides REAP (e.g., LEAP, SB 2) and the amount
- You may add additional space, as needed

Alignment with SCAG Connect SoCal regional priorities (refer to Program Guidelines and attachment)
Please describe below how the project or activity aligns and advances Connect SoCal and Housing Program regional priorities and framework. You may add additional space, as needed.

Exhibit B

Monitored Sub-Recipient Requirements

SUB-RECIPIENT REQUIREMENTS FOR UNMONITORED AND MONITORED PROCUREMENT

Sub-Recipient Name			
Contact Name			
Email		Phone	
Program Title	Subregional Partnership Program	OWP Project/ Task No.	300.4872Y0.03
Project Title			
Grant Source	REAP AB101	Grant Amount	
<p>Are you requesting to conduct your own procurement process?</p> <p><input type="checkbox"/> No – sub-recipient requests SCAG to conduct procurement on their behalf. Skip Section 1 and 2 and sign form below.</p> <p><input checked="" type="checkbox"/> Yes – complete Section 1a or 1b and sign form below.</p>			

SECTION 1.	For SCAG Use Only: documentation of SCAG approval required
<input checked="" type="checkbox"/> a. Sub-recipient is requesting SCAG authorization to conduct its own unmonitored procurement. Sub-recipient must provide a copy of its procurement policies and procedures and submit a past grant procurement. SCAG will review the procurement policies and procedures to ensure adequate procedures are in place to conduct a fair and competitive procurement, subject to the terms and conditions in the MOU.	<input checked="" type="checkbox"/> Approved by Contracts Manager, or designee
<input checked="" type="checkbox"/> b. Sub-recipient is requesting SCAG authorization to conduct its own procurement subject to the requirements set forth in Section 2a. Monitored Procurement Tasks.	<input checked="" type="checkbox"/> Approved by Contracts Manager, or designee

SECTION 2a. MONITORED PROCUREMENT TASKS: Sub-recipient required to obtain noted approvals for each procurement task prior to advancing to the next task.	
FOR PROCUREMENTS \$5,000 OR LESS: While not subject to formal or informal procurement requirements, sub-recipient should ensure that goods and services are procured at a fair and reasonable price.	
	For SCAG Use Only: documentation of SCAG approval required
FOR PROCUREMENTS \$5,001 TO \$25,000, MINIMUM REQUIREMENTS:	
1. Obtain a minimum of three (3) offers selecting the highest ranked offeror or lowest bid.	<input checked="" type="checkbox"/> Approved by Project Manager
FOR PROCUREMENTS \$25,001 OR GREATER, MINIMUM REQUIREMENTS:	
1. Scope of Work and Cost Estimate (prior to issuing the solicitation)	<input checked="" type="checkbox"/> Approved by Project Manager
2. Rationale for procurement method <u>and</u> contract type	<input checked="" type="checkbox"/> Approved by Contracts Manager, or designee
3. Solicitation (RFP or Bid) must include: <ul style="list-style-type: none"> • Evaluation criteria with cost criteria, using less than 30% cost criteria requires written justification to be approved by Contracts Manager • Protest language 	<input checked="" type="checkbox"/> Approved by Project Manager <input checked="" type="checkbox"/> Approved by Contracts Manager, or designee
4. Public advertisement of the solicitation for a minimum of 10 working days	<input checked="" type="checkbox"/> Approved by Project Manager
5. Minimum of three (3) offers were received on time, evaluated and scored independently prior to evaluation committee discussion (any late submissions must be rejected); if less than 3 bids received, written justification for proposed course of action.	<input checked="" type="checkbox"/> Approved by Project Manager <input checked="" type="checkbox"/> Approved by Contracts Manager, or designee, if less than 3 bids received
6. Evaluator's signed Conflict of Interest Forms (solicitation reviewer has no conflict of interest); Authorize the evaluation committee to meet.	<input checked="" type="checkbox"/> Approved by Project Manager
7. Review scoring for potential anomalies	<input checked="" type="checkbox"/> Approved by Contracts Manager, or designee
8. Summary of cost or price analysis and negotiation record (documentation of how the price was determined to be fair and reasonable and any negotiation if final price is different than offer)	<input checked="" type="checkbox"/> Approved by Contracts Manager, or designee
9. Evidence the State of California's Debarment website was checked to ensure selected firm has not been debarred https://www.dir.ca.gov/dise/debar.html and Insurance Verification	<input checked="" type="checkbox"/> Approved by Project Manager

REV 02/2018

10. Notice of Intent to Award (notification of the final selection to all offerors via letter or posting)	<input checked="" type="checkbox"/> Approved by Project Manager
11. Protest and Resolution (if any, SCAG will determine final resolution)	<input checked="" type="checkbox"/> Approved by Contracts Manager, or designee
12. Contract contains all required flow-down clauses, invoice report requirements/checklist appropriate for contract type (prior to contract execution)	<input checked="" type="checkbox"/> Approved by Project Manager (flow-down clauses) <input checked="" type="checkbox"/> Approved by Accounting Manager (invoice report requirements)
13. Procurement Summary (documenting the basis for selecting or rejecting an offer, basis for the contract price... Board minutes typically suffice)	<input checked="" type="checkbox"/> Approved by Contracts Manager, or designee
14. Evidence of Contract Approval (approver has no conflict of interest)	<input checked="" type="checkbox"/> Approved by Project Manager

By signing below, the authorized representative of the Sub-Recipient agrees to provide the required documentation to SCAG, and if approved as a Sub-Recipient it will comply with all program requirements noted in the MOU and Section 2a above, as applicable.


Signature _____ Date _____
 Name: _____
 Title: _____

For SCAG Use Only	
Contracts Manager Approval _____	Date _____
Name _____	
<input checked="" type="checkbox"/> Monitored Sub-Recipient	
<input type="checkbox"/> Unmonitored Sub-Recipient	
<input type="checkbox"/> SCAG to complete procurement on behalf of sub-recipient	
Project Manager Approval _____	Date _____
Name _____	

Exhibit C Invoice Report Format

Use Agency Letterhead							
SAMPLE				INVOICE			
Email Invoice to: accountspayable@scag.ca.gov Cindy Giraklo Chief Financial Officer Southern California Association of Governments 900 White Blvd., Ste 1700 Los Angeles, CA 90017				Date: _____ Invoice #: _____ Invoice Period: _____ MOU #: _____ OWP #: _____ Project Title: _____			
Cost Categories	Hourly Rate	Hours	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance
Tasks (labor only)							
Task 1				\$0.00	\$0.00	\$0.00	\$0.00
Task 2				\$0.00	\$0.00	\$0.00	\$0.00
Task 3				\$0.00	\$0.00	\$0.00	\$0.00
Task 4				\$0.00	\$0.00	\$0.00	\$0.00
Task 5				\$0.00	\$0.00	\$0.00	\$0.00
Task 6				\$0.00	\$0.00	\$0.00	\$0.00
Task 7				\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Tasks			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Overhead & Fringe (if applicable)							
Overhead	0.00%			\$0.00	\$0.00	\$0.00	\$0.00
Fringe	0.00%			\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Overhead & Fringe:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Fee (if applicable)							
Fixed Fee	0.00%			\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Fixed Fee:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs (ODCs)							
Travel				\$0.00	\$0.00	\$0.00	\$0.00
Printing - Directly Chargeable only				\$0.00	\$0.00	\$0.00	\$0.00
Other				\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - ODCs:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant/Subconsultant							
Consultant 1				\$0.00	\$0.00	\$0.00	\$0.00
Consultant 2				\$0.00	\$0.00	\$0.00	\$0.00
Consultant 3				\$0.00	\$0.00	\$0.00	\$0.00
Consultant 4				\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Consultant/Subconsultant:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please send check to: CITY OF TBD Address City/State/ZIP							
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.							
Signature of an Authorized Official				Title			
Full Name of An Official who is authorized to legally bind the Organization				Date			

Exhibit D Report Template



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Subrecipient: _____ Date Submitted: _____

Reporting Period Please check the appropriate reporting period.

Quarterly Report
 Annual Report
 Final Report
 Jan-Mar
 2021
 2022
 2023
 Apr-Jun
 Jul-Sep
 Oct-Dec

Current Approved Summary of Projects and Activities Per Scope of Work Dated XX-XX-XXXX

Project/Activity Name	Total Project Funding	Expenditures This Period	Expenditures to Date	Balance to be Spent by 6/30/23	Uses LEAP or SB2 Funding
1					None
2					Choose an item.
3					Choose an item.
4					Choose an item.
5					Choose an item.
6					Choose an item.
7					None
Total Approved Funding Amount					

Report Submitted By: _____
 SUBRECIPIENT PROJECT MANAGER
 Name and Title

Signature _____ Date _____

Report Reviewed and Accepted By: _____
 SCAG PROJECT MANAGER
 Ma'Ayn Johnson, Housing Program Manager

Signature _____ Date _____
 Report Received by SCAG Date: _____

1



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Project/Activity Task Tracker Required for Quarterly and Annual Reports

1

Please write a brief description of progress for each task/subtask. Narrative reporting on overall project will be reported in the Project Progress Narrative section of this form. Indicate if the task is complete, and the date the deliverable was completed. Please attach any and all deliverables to this report.

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
1.						Click or tap to enter a date.
Description of progress:						
2.						Click or tap to enter a date.
Description of progress:						
3.						Click or tap to enter a date.
Description of progress:						
4.						Click or tap to enter a date.
Description of progress:						
5.						Click or tap to enter a date.

2



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
Description of progress:						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached						
6.						Click or tap to enter a date.
Description of progress:						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached						
7.						Click or tap to enter a date.
Description of progress:						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached						
8.						Click or tap to enter a date.
Description of progress:						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached						
9.						Click or tap to enter a date.
Description of progress:						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached						
10. Administrative	Staff					
Total projected cost						



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Project Metrics Required for Quarterly and Annual Reports

Below are the metrics for this project as approved in consultation with SCAG Project Manager. Please provide the data for the applicable reporting period. Add as many lines as necessary, and you may include other metrics that are also applicable, as appropriate.

Metric	Baseline	As of 3/31/21	As of 6/30/21	As of 9/30/21	As of 12/31/21	As of 3/31/22	As of 6/30/22	As of 9/30/22	As of 12/31/22	As of 3/31/23	As of 6/30/23	Change
Other Quantitative Metrics: (optional)												
Other Qualitative Metrics: (optional)												



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Sub-Recipient Reporting Form

Project Progress Narrative Required for Quarterly and Annual Reports

Project: _____

Please describe in narrative format the progress for this project during the reporting period. Include any actions taken to further project tasks and indicate if the project is proceeding according to the timeline in the Scope of Work Approval Form. List any challenges to progress that occurred during the reporting period and plans to address those challenges. If project was completed during this reporting period, please indicate the date completed, and include any outstanding deliverables with your report.

Project Complete Date Completed: Click or tap to enter a date.

Briefly describe the status of the project as of the end of the reporting period:

List actions taken to further project tasks:

Identify any delays to project schedule and plans to address the delays. (If none, please indicate N/A):

List any other challenges to progress during this reporting period. (If none, please indicate N/A):

Identify any needs for additional technical assistance from SCAG. (If none, please indicate N/A):



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Subrecipient Reporting Form

Housing Element Progress Required by April 10, 2021 and thereafter on Annual Reports Only

In the section below, please list the jurisdictions your subregional area covers and housing element progress. The rubric below can be used to indicate housing element progress: Use additional space or add additional lines, if needed.


- A. Work on housing element update has not been initiated*
- B. Draft housing element update is underway/proceeding, but not yet submitted to HCD*
- C. Draft housing element update has been submitted to HCD; HCD review is pending or has been received/*
- D. Revised Draft housing element update pursuant to Initial HCD review is proceeding*
- E. Revised Draft housing element update has been submitted to HCD, HCD review is pending or has been received*
- F. Housing element update has been Adopted and submitted to HCD, certification pending*
- G. Adopted housing element being revised pursuant to HCD review noncompliance findings*
- H. Housing element update has been adopted, submitted to HCD, found in compliance with State law, and is being implemented*

Jurisdiction	Housing element progress as reported in application	Housing element progress (A-F) April 2021	Housing element progress (A-F) February 2022	Housing element progress (A-F) February 2023	Housing element progress (A-F) June 2023
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.



Item 7A

MEMORANDUM

TO: Council Members and Alternates
FROM: Hugh Riley, Executive Director 
SUBJECT: Appointment of 2021 VCOG Administrative Committee
DATE: March 11, 2021

Recommendation:

Upon recommendation of the Chair, approve the appointment of At-Large Members to the VCOG Administrative Committee for 2021

Discussion:

The Bylaws of the Ventura Council of Governments establish an Administrative Committee as a Standing Committee of the governing body. The primary responsibilities of the Administrative Committee are to establish the agendas for the VCOG Council Meetings, handle routine legislative and administrative matters, and oversee the activities of the Executive Director.

The bylaws state that the Administrative Committee shall be composed of the Chair, the Chair-elect, and the Immediate Past Chair of the Governing Body and two (2) At-Large Members. The Administrative Committee would also include the Chair of any other Standing Committee established by the Governing Body but as VCOG presently has no other Standing Committees, this does not apply. The bylaws further provide that the Chair may recommend additional members for appointment to the Administrative Committee with the approval of the Council.

Members of the 2020 Administrative Committee were:

Janice Parvin – City of Moorpark – Chair
Jenny Crosswhite – City of Santa Paula – Chair-Elect
Al Adam – City of Thousand Oaks – Immediate Past Chair
Kevin Kildee – City of Camarillo At-Large Member
Tim Holmgren – City of Fillmore – At-Large Member

The Administrative Committee generally meets in Camarillo within a few weeks following or ahead of the regular VCOG Council meeting, usually in the afternoon on a Thursday. If live meetings resume during the year they will be held in the Admin or Central Conference Room of the Camarillo City hall.

Schedule of Meetings for the Committee for 2021 is:

Thursdays from 2:00 p.m. to 4:00 p.m. on:

March 25, 2021
May 27, 2021
June 24, 2021
July 22, 2021
October 7, 2021
November 18, 2021


Upon recommendation of the Chair, the VCOG Council is requested to approve the appointment Randy Haney, City of Ojai and Al Adam, City of Thousand Oaks as At-Large Members to serve on the VCOG Administrative Committee for 2021.



Item 7B.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Five-Year Review Report of Ventura County's Countywide Integrated Waste Management Plan

DATE: March 11, 2021

Recommendation:

Receive Presentation Ventura County Integrated Waste Management Division and File

Background:

Since the dissolution of the Ventura County Waste Management Commission (VCWC) in 1995, VCOG has served as the County's solid waste Local Task Force (LTF), pursuant to the statutes of AB 939 (1989). The Integrated Waste Management Division of the County Public Works Water and Sanitation Department has since served as staff to VCOG for solid waste related matters.

Bruce Belluschi, Manager of the Division, will present the County's Five-Year Review Report and discuss the timeline for the final review of the report. Mr. Belluschi's Review Report is Attached.

Attachment: Report



ATTACHMENT

county of ventura

Jeff Pratt
Agency Director

Central Services
Joan Araujo, Director

Engineering Services
Christopher Cooper, Director

Transportation
David Fleisch, Director

Water & Sanitation
Joseph Pope, Director

Watershed Protection
Glenn Shephard, Director

January 7, 2021

Ventura Council of Governments
33 East High Street, Ste. 200
Moorpark, CA 93021

**SUBJECT: VENTURA COUNTY'S FIVE YEAR REVIEW REPORT OF
COUNTYWIDE INTEGRATED WASTE MANAGEMENT PLAN**

RECOMMENDATION:

Receive and File

DISCUSSION:

Public Resources Code (PRC) Sections 41770 and 41822, and Title 14, California Code of Regulations (CCR) Section 18788, require each of California's Countywide Integrated Waste Management Plans (CIWMP), and the elements thereof, to be reviewed every five (5) years.

Following the State-mandated schedule for these reviews, Ventura County's CIWMP was most recently reviewed by the Ventura Council of Governments (VCOG) prior to a 2016 deadline. At that time, following the unanimous consensus of city and County staff as well as the recommendation of the local liaison from the California Department of Resources Recycling and Recovery (CalRecycle), VCOG found the CIWMP to be adequate. For the 2021 review, County staff believes the CIWMP remains adequate and requires no revisions. Accordingly, the County of Ventura's Integrated Waste Management (IWM) shall begin the formal review process by soliciting input from cities to ensure the County may rely upon annual reports to CalRecycle to update our CIWMP, rather than revising or amending the various CIWMP elements through this five year review report process.

BACKGROUND:

Since dissolution of the Ventura County Waste Commission (VCWC) in 1995, VCOG has served as Ventura County's solid waste Local Task Force (LTF), pursuant to the statutes of AB 939 (1989), while Integrated Waste Management, a division within the County's Public Work's Water and Sanitation, has served as staff to VCOG for solid waste related matters. If the County of Ventura, considering the advice of VCOG, determines any of the five CIWMP elements is inadequate, the County will notify CalRecycle and revise the appropriate element(s). The specific elements within the CIWMP are: Source Reduction and Recycling



Element; Household Hazardous Waste Element; Non-Disposal Facility Element; Countywide Siting Element; and Countywide Summary Plan. While every city and County update their own specific elements through annual reports to CalRecycle, only Counties have responsibility for the latter two elements.

As detailed in the attached timeline, IWM plans to complete a draft Five Year Review Report, obtain input on this draft from each Ventura County city's staff, and present this draft for comment at your Council's upcoming March meeting. IWM will then report back to VCOG with a request for your Council's comments on a final draft at your Council's May meeting.

If you have questions, please contact me directly at 805-658-4311.

Sincerely,



Bruce Belluschi
Manager

Cc: Jeff Pratt, Director, Public Works
Joe Pope, Director, Water and Sanitation
Mike Kumazawa, Analyst, CEO

Att: Timeline and Task List for Five Year Review of CIWMP

Proposed Timeline for Countywide Integrated Waste Management Plan (CIWMP) Five-Year Review Report

Task	Responsibility	Date	Note
Inform VCOG of proposed timeline and CIWMP review report process	Hugh Riley, VCOG Admin., County (Bruce)	Jan.	Send memo. Respond to any questions.
Write first draft of Five Year Review Report, using state-provided data	IWMD	Feb.	Use CalRecycle template; provide to VCOG and city staff prior to March VCOG meeting, to seek input
Cities comment on draft report	Cities/LTF; Bruce "attend"	Mar. 11	Attend 3/11 VCOG meeting; receive any comments from cities, LTF (LTF members likely relying on city staff)
Write second draft of Five Year Review Report and submit to LTF	IWMD	April	Second draft will incorporate any city/LTF inputs from first draft (if needed)
Obtain written input from LTF on CIWMP documents, if any, requiring revision	Hugh Riley, VCOG Admin., Bruce "attend"	May 13	<u>May 13, 2021 VCOG meeting</u> : Title 14, CCR section 18788 requires a county's local task force to provide written comments to the county and to CalRecycle on areas of the waste management plan that need revision, if any, prior to the five-year anniversary date of CalRecycle approval of the plan, but no later than 45 days prior to the anniversary date.
Provide prepared letter to VCOG for signing by Chair	County (Bruce)	May 14	Email letter to VCOG, requesting signature from VCOG Chair; receive signed letter back
County determines if CIWMP documents are adequate	IWMD informs BOS	June 15	"Receive and file" document
Transmittal of report and LTF findings to CalRecycle & back to LTF	County (Bruce)	June 15	Within 45 days of LTF comments
CalRecycle approves or disapproves County's findings	CalRecycle	Sept. 15	Within 90 days of receiving transmittal
CalRecycle accepts Five Year Review Report as final	CalRecycle	NLT Oct. 15	www.calrecycle.ca.gov/LGCentral/Library/Policy/5YrReview/RevisDueDate.htm

Public Resources Code (PRC) Section 41770 provides that each CIWMP shall be reviewed, revised, if necessary, and submitted to CalRecycle every five years. Additionally, PRC section 41822 requires review of the CIWMP at least once every five years to correct any deficiencies in the individual planning documents, comply with the source reduction and recycling requirements established under PRC section 41780, and revise the documents, as necessary. The Five-Year CIWMP review process and report content requirements are further clarified in Title 14, CCR Section 18788.

The above timeline is based on guidance from the following two portions of the CalRecycle website:

5-year C/RA-IWMP Review Report Guidelines:


<http://www.calrecycle.ca.gov/LGCentral/Library/Policy/5YrReview/>



Item 7C.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Information Presentation from the Social Justice Fund for Ventura County

DATE: March 11, 2021

Recommendation:

Receive Presentation from the Social Justice Fund for Ventura County.

Discussion:

Representative from the Social Justice Fund for Ventura County led by Martita Martinez-Bravo, PsyD., Executive Director, will provide an informational presentation about the SJFVC's Vision, Mission and Approach. Dr. Martinez-Bravo is a first-generation college graduate from a Mexican-American family. She resides in Camarillo with her husband and her three children. She is a civil rights leader and an active social justice advocate in Ventura County.

The Social Justice Fund for Ventura County (SJFVC) creates lasting change through funding new solutions to combat historical inequities and systemic oppression. The SJFVC promotes fairness, equity, and human dignity by empowering the voices of the community.

The SJFVC envisions a world where each person can live a dignified life, within an inclusive community, where they are safe, healthy, and able to achieve their full potential by having equitable access to justice, resources, and opportunities. Throughout their 17 year history, the SJFVC is often the first funder for new ideas, organizations, and emerging leaders as they become new voices for change in Ventura County.

The three pillars of the SJFVC which promote actionable change include: education, convening, and grant-making. At the inception of the pandemic, the SJFVC created an emergency fund and efficiently provided grants to several local non-profit organizations, who were urgently meeting the needs of the community. As of 2020, the SJFVC successfully launched a Social Justice Fellowship program and they have funded a total of five social justice projects in Ventura County. These fellowships fund emerging leaders who have concrete ideas to combat issues such as systemic racism, socio-economic inequities, immigration reform or the education gap in Ventura County.