



**VENTURA COUNCIL
OF GOVERNMENTS**

**Thursday, September 14, 2023, 4:00 p.m.
601 Carmen Dr., Camarillo, CA
City Council Chambers
AGENDA**

In compliance with the Americans 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 meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting

**AGENDA REPORTS AND OTHER DISCLOSABLE PUBLIC RECORDS RELATED TO OPEN SESSION
AGENDA ITEMS ARE AVAILABLE ON THE VCOG WEBSITE UNDER AGENDA AND MINUTES AT
WWW.VENTURACOG.ORG.**

1. CALL TO ORDER AND FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENT

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

4. EXECUTIVE DIRECTOR'S REPORT – The Report will be distributed at the meeting

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. County of Ventura -Legislative Analyst
- E. Other

MEMBERS

City of Camarillo
Kevin Kildee, IP Chair
M. Martinez-Bravo, Alternate

City of Fillmore
Carrie Broggie
Albert Mendez, Alternate

City of Moorpark
Chris Enegren, Member
Dan Groff, Alternate

City of Ojai
Leslie Rule, 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, Chair-Elect
Bill McReynolds, Alternate

City of Santa Paula
Jenny Crosswhite,
Carlos Juarez, Alternate

City of Simi Valley
Elaine Litster, Chair
Mike Judge, Alternate

City of Thousand Oaks
Kevin McNamee, Member
Bob Engler, Alternate

County of Ventura
Janice Parvin, Member
Jeff Gorell, Alternate

6. CONSENT CALENDAR

- A. **Summary of July 13, 2023 Meeting p. 3** – Approve Meeting Summary for the July 13, 2023 VCOG Meeting. **Action:** Approve Meeting Summary as published.
- B. **Financial Report p. 8** Approve Ventura Council of Governments Financial Report for the Budget Period from July 1, 2023 to September 8, 2023. **Action:** Approve Financial Report
- C. **Register of Warrants & Debit Card Transactions p. 12** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from July 7 to September 8, 2023. **Action:** Approve Register of Warrants and Debit Card Transactions.
- D. **Change of Location for VCOG Council Meetings for November 2023 and for the Full Year 2024. P. 15** Approve VCOG Council Meeting Location change from Camarillo City Hall to The John Spoor Broome Library, One University Drive, Camarillo, CA 93012 for the November 2023 and 2024 Meetings until further notice. **Action:** Approve Staff Recommendation.

7. PRESENTATION ITEMS

- A. **Presentation by Ventura County District Attorney Erik Nasarenko p. 17** - Receive Report from District Attorney Erik Nasarenko on critical issues facing Ventura County including Fentanyl Danger, Human Trafficking, and the Family Justice Center. **Action:** Approve Staff Recommendation
- B. **Update report from the Broadband Team on the Project Status and Authorization of Execution of Agreement between VCOG and EDCVC for LATA Grant Administration P. 19** - **Action:** Receive Report from Broadband Team on status of VCOG Broadband Project. Authorize Executive Director to Execute VCOG-EDCVC Agreement Subject to final Language Approval by the VCOG Administrative Committee and the Executive Director.

8. BOARD MEMBER COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Any Council Member present may propose items for placement on a future agenda. Members should limit their proposed topics to issues that conform to VCOG's adopted Program of Priorities. Members may discuss whether the item should be placed on a future agenda and the description of the agenda item.

9. ADJOURNMENT: Next Meeting- November 9, 2023 at John Spoor Broome Library, CSUCI Campus

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).



ITEM 6A.

MEETING SUMMARY

**601 Carmen Dr.
Camarillo, CA 93012
July 13, 2023**

1. CALL TO ORDER & FLAG SALUTE – The meeting was called to Order at 4:02 PM by Chair Litster. The Flag Salute was led by Mina Layba.

1. ROLL CALL:

Present:

Elaine Litster, Chair, City of Simi Valley
Mike Johnson, Chair-Elect, City of San Buenaventura
Kevin Kildee, Immediate Past Chair, City of Camarillo (Late Arrival)
Jenny Crosswhite, City of Santa Paula
Janice Parvin, County of Ventura
Leslie Rule, City of Ojai (Late Arrival)
Kevin McNamee, City of Thousand Oaks (Late Arrival)
Bert Perello, City of Oxnard
Carrie Broggie, City of Fillmore

Absent: Chris Enegren, City of Moorpark, Steven Gama, City of Port Hueneme,

Staff Present:

Hugh Riley, Executive Director, VCOG

Partner Agency Representatives and Agency Support Staff:

Amanda Fagan, Amanda Fagan, Director of Planning and Policy, V.C.T.C
Michelle Guzman, County of Ventura, Legislative Analyst
Mina Layba, Legislative Affairs Manager, City of Thousand Oaks;
Brian Chong, Assistant to the City Manager, City of Moorpark
Bill Simmons, Coordinator, Pacific Broadband Consortium
Bruce Stenslie, President/CEO, V.C. Economic Development Collaborative

Guests:

Michael Nigh, Executive Director, Area Housing Authority of Ventura County
Linda Fisher-Helton, Community Relations, Area Housing Authority of Ventura County

3. PUBLIC COMMENT – NONE

4. Executive Directors Report- Executive Director Riley presented his Report which had been distributed to member along with the Agenda Materials.

2023 Legislative Update – Riley reported that the “final” budget contains zero ongoing cuts to core city programs and does not redirect city funds to address the budget deficit. This could change later this year if revenues continue to decline. If the state’s economic conditions change too much, Gov. Gavin Newsom will delay one-time spending commitments, kicking off a mid-year budget revision.

The legislative attempt to restore \$1.1 billion in public transportation funding made it into the final budget. That brings the total commitment to \$5.1 billion over four years but with the caveat of new accountability measures. That funding will get major transit agencies through the next few years. There were also some modest restorations to first-time homebuyer and foreclosure prevention programs. That brings the total statement investment in affordable housing and homelessness to \$3.2 billion

The final budget also includes approximately \$35 million to backfill certain local governments for insufficient Educational Revenue Augmentation Fund amounts. The Governor's proposed budget failed to include those funds — the first time since 2004. This would have created significant general purpose revenue reductions. Legislators restored the funding at Cal Cities' urging

Lawmakers have chosen to prioritize short-term fixes over long-term, sustainable solutions. Virtually everyone, including legislators, agree that a crisis this historic needs a historic amount of funding. But when push comes to shove, lawmakers turn their back on the state's most vulnerable residents.

Riley continued with the status of SB 4 and SB423 as they are now in the Assembly Appropriations Committee. Legislators have until July 14 to get their bills through a second round of policy committee hearings.

Broadband For All- LATA Grant Application Approved - On June 29, 2023, the California Public Utilities Commission (CPUC) approved RESOLUTION T-17793 providing \$490,860 to VCOG for the formation of a Ventura County Regional Broadband Collaborative. The Grant-associated documents are itemized on the July 13, 2023 VCOG Meeting Agenda - Item 6G...

Regional Early Action Program (REAP) Update -

REAP 1.0 - SCAG has approved the amendment to VCOG's REAP 1.0 MOU which adds 5% (\$21,600) to the REAP 1.0 Grant amount and extends the project completion deadline to February 29, 2024. The additional 5% Funds will be spent primarily on Project No. 4. The MOU Amendment has been approved now that SCAG has received a final amendment to its contract with the State Housing and Community Development Department (HCD). The Amended MOU is included on the July 13, 2023 VCOG Agenda for ratification.

Ventura County REAP 2.0 Application – The County of Ventura has requested a letter of support for their Housing Infill on Public and Private Lands (HIPP) grant application to the Southern California Association of Governments for \$800,000. The County's project involves predevelopment on 6 to 8 county owned sites. The VCOG letter sent to the County was included with the Agenda Report. Following recent meetings with SCAG Staff and Ventura County Staff, SCAG has suggested that VCOG modify its REAP 2.0 Application to exclude further funding for the ADU Joint REAP 1.0 Project and direct additional funding to Ventura County Housing Trust. These changes would be reflected in VCOG's Final REAP 2.0 Project MOU and be addressed in a future budget amendment.

SCAG Update for July – The SCAG Update for July 2023 from Rachel Wagner including highlights from the most recent Regional Council Meeting is Attachment 3.

5. **AGENCY REPORTS – SCAG** – Amanda Fagan, Amanda Fagan, Director of Planning and Policy, V.C.T.C reported on various projects and programs for the VCTC:

- VCTC received several grant award announcements in the past few weeks. Grants include an approximately \$75 million Solutions for Congested Corridors Program grant from the California Transportation Commission for rail and active transportation improvements in the U.S. 101 corridor; an approximately \$15 million grant from the Port and Freight Transportation program for completion of the Rice Avenue grade crossing project; and approximately \$3.8 million total across four grant awards from the SCAG Regional Early Action Planning (REAP 2.0) County Transportation Commissions program. The REAP 2.0 awards will support an update to the Santa Paula Branch Line trail master plan and EIR update, a new community traffic calming program, paratransit integration, and countywide transit stops and stations inventory, accessibility assessment, and capital improvements grant program.
- VCTC worked with the organizers of the X-Games in Ventura, which will be held at the Ventura County Fairgrounds, to encourage use of public transit options to attend the games, including extended train and bus service to the Fairgrounds. Freeway Service Patrol coverage will also be extended to help alleviate traffic congestion and prevent secondary incidents on U.S. 101 from Johnson Drive to California Street from 11am – 7pm on Friday, Saturday, and Sunday, July 21-23.
- VCTC will host a Community Meeting regarding the Santa Paula Branch Line rail operations on August 15th from 6 – 7:30pm at the Fillmore City Hall Council Chambers.
- Metro link launched a weekend service on the Ventura County Line for Saturdays and Sundays, offering a \$10 round-trip ticket. Kids ride free!

There were no other Agency Representatives present.

CONSENT CALENDAR

- Summary of May 11, 2023 Meeting** – Approve Meeting Summary for the May 11, 2023 VCOG Meeting. **Action:** Approve Meeting Summary as published.
- Financial Report** - Approve Ventura Council of Governments Financial Report for the Budget Period from May 5, 2023 to July 7, 2023. **Action:** Approve Financial Report
- Register of Warrants & Debit Card Transactions** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from May 5, 2023 to July 7, 2023. **Action:** Approve Register of Warrants and Debit Card Transactions.
- Amendment No. 1 - VCOG REAP 1.0 Grant MOU** - Review Amended MOU with the Southern California Association of Government (SCAG) for VCOG REAP 1.0 Grant and Ratify approval. **Action:** Approve Staff Recommendation
- Amendment No. 3- VCOG Operating Budget 2022-2023** - Adopt VCOG Resolution No. 2023-03 amending the 2022-2023 VCOG Operating Budget to provide for adjustments to REAP – 1.0, and 2.0 Grants. **Action:** Adopt VCOG Resolution No. 2023-03.
- Audited Financial Statements- 2021-2022** - Receive and file Ventura Council of Governments, Audited Financial Statements for Period July 1, 2021 to June 30, 2022. **Action:** Approve Staff Recommendation.
- Consent Form Agreement for \$490,860 Grant for Non-Tribal Local Agency Technical Assistance (LATA)** - Accept Award of Grant for Non-tribal local Agency Technical Assistance (LATA) and authorize Executive Director to Execute Consent Form Agreement with the California Public Utilities Commission. **Action:** Approve Staff Recommendation

- H. **Change Location for VCOG Council Meetings for November 2023 and for the Full Year 2024.** – Approve VCOG Council Meeting Location change from Camarillo City Hall to Simi Valley, City Hall for the November 2023 and all 2024 Meetings. **Action:** Approve Staff Recommendation.

Chair Litster asked that Item 6G be removed from the Consent Calendar and be considered along with Item 7B later on the Agenda. Member Crosswhite requested that Item 6H be pulled for discussion.

A **MOTION** was made by Member Parvin to approve staff recommendations for the Consent Calendar Items A thru F. The motion was **SECONDED** by Member Crosswhite. The motion was considered with a roll call vote: Ayes- 9; Nays- 0. Motion Carried.

Consent Calendar Item 6G, Consent Form Agreement for \$490,860 Grant for Non-Tribal Local Agency Technical Assistance (LATA) and 6H, Change Location for VCOG Council Meetings for November 2023 and for the Full Year 2024 were discussed for consideration.

For Item 6H, Member Crosswhite suggested that holding future VCOG Meetings in Simi Valley would create significant travel time for members in the west county. Riley was asked if there were other possible meeting locations closer to Camarillo such as Moorpark. Riley advised that the Moorpark City Council Chambers could accommodate VCOG Meetings however the audience seating there is folding chairs. Riley offered to continue the location search until the September 14 VCOG Meeting.

A **MOTION TO TABLE** Item 6H was made by Member Crosswhite. (*A motion to Table does not require a Second and is not subject to a vote*) Item 6H was tabled until September 14, 2023.

7. **PRESENTATION ITEMS**

A. **Michael Nigh, Chief Executive Officer, Ventura County Area Housing Authority (AHA)**
Mr. Nigh presented his report on administration, programs, and current projects of the Housing Authority. Mr. Nigh gave some background, history and organization of the AHA and provided a slide presentation including"

- Applicable demographics
- The Housing Choice Voucher Program (Section 8)
- The AHA waiting list
- HUD Income Categories

He also provided information on wage requirements for eligibility the most expensive areas for these wages in California and statistics on 2023 housing costs. Mr. Nigh's presentation will be distributed to the Council following the meeting.

B. **Update report from the Broadband Team on the status of VCOG's application to the CPUC for LATA Funding.** – Bruce Stenslie reported on the status of the VCOG Application for LATA Funding from the California Public Utilities Commission. (CPUC) He advised that VCOG's LATA Grant for \$490,860 had been approved by the CPUC on June 29 and the Broadband Team would begin preparing a Joint Powers Agreement (JPA) between VCOG Members for consideration in the near future. The JPA will be responsible for creating a strategic broadband plan focused on regional collaboration among VCOG members. To support this effort, a portion of LATA funding will go towards a partnership with the Economic Development Collaborative (EDC) to⁶

manage future broadband funding and aid in the analysis, planning, and organizational development necessary to fulfill the objective of the JPA.

Coinciding with CPUC's decision on June 29 was the notification of the opening of the application window for the Federal Funding Account on June 30 for last-mile broadband infrastructure projects to connect unserved Californians with high-speed broadband services. The application window will close on September 29, 2023, at 4 p.m. A presentation updating status and next steps was also provided and discussed by the Council.

Finally, based on the recent notification of approval, it is recommended that VCOG authorize the Executive Director to sign a Consent Form Agreement with the CPUC acknowledging the Grants Administrative Requirements and prepare to provide oversight/feedback in the organization and planning to occur over the next few months.

Consent Calendar Item 6G- Continued from earlier on the Agenda.

Notice of Award and Consent Form Agreement for \$490,860 Grant for Non-Tribal Local Agency Technical Assistance (LATA) – A MOTION was made by Member Crosswhite to accept the Award of a \$490,860 Grant for Non-tribal local Agency Technical Assistance (LATA) and authorize Executive Director to Execute Consent Form Agreement with the California Public Utilities Commission. The Motion was SECONDED by Member Parvin. The motion was considered with a roll call vote: Ayes- 9; Nays- 0. Motion Carried.

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

Member Johnson reported that he had been appointed to serve on the Regional Defense Partnership- 21st Century (**RDP-21**) Board representing the City of Ventura. **RDP-21** is Ventura County's community-based organization that advocates for and supports the county's military facilities and defense contractors. Mr. Johnson suggested a future Agenda Item include a report from this organization recognizing the importance of the Naval Base Ventura County and other facilities to the county's economy.

9. ADJOURNMENT: The meeting was adjourned by Chair Litster at 5:59 PM.

Next Meeting- September 14, 2023



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 6B.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director

SUBJECT: Financial Report

DATE: September 14, 2023

Recommendation:

Receive and file Financial Report for Period July 1, 2023 to September 8, 2023

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period from July 1, 2023 to September 8, 2023

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-12/31/22	Rate	Balance
Bank of A	Maximizer 2635	N/A	\$22.94	0.04%*	\$62,701.56

* Variable

VCOG has received payment from SCAG for all VCOG-REAP-Reimbursement Invoices though June 2023. Invoice No. 29 for \$3,528.53.43 for July and No. 30 for August 2023 fo \$2,022.00 are pending. All VCOG 2023-24 Member Assessments have been received as of August 18, 2023

ATTACHMENTS: Balance Sheet – As of September 8, 2023
Budget vs. Actual Report – July 1, 2023 to September 08, 2023

Ventura Council of Governments

Balance Sheet

As of September 8, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5797	0.00
BofA - 9045	121,415.65
BofA MM - 2635	62,699.43
Total Bank Accounts	\$184,115.08
Accounts Receivable	
Accounts Receivable (A/R)	8,551.03
Total Accounts Receivable	\$8,551.03
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$192,666.11
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$192,666.11
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	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Opening Balance Equity	111,291.04
Year End Close Out Account	6,886.18
Net Income	74,488.89
Total Equity	\$192,666.11
TOTAL LIABILITIES AND EQUITY	\$192,666.11

Ventura Council of Governments

Budget vs. Actuals: FY 2023-2024 Budget (7/1/23 to 6/30/24) - FY24 P&L

July 2023 - June 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Annual Dinner Sponsorship	9,000.00	9,000.00	0.00	100.00 %
Dues Assessments	64,992.00	64,992.00	0.00	100.00 %
Investments				
Interest-Savings, Short-term CD	2.13		2.13	
Total Investments	2.13		2.13	
Other Types of Income				
Bank Interest		10.00	-10.00	
LATA Admin Costs		17,809.00	-17,809.00	
Total Other Types of Income		17,819.00	-17,819.00	
SCAG - REAP 1.0 Contract Income	84,219.50	217,076.00	-132,856.50	38.80 %
SCAG - REAP 2.0 Contract Income		419,000.00	-419,000.00	
Total Income	\$158,213.63	\$727,887.00	\$ -569,673.37	21.74 %
GROSS PROFIT	\$158,213.63	\$727,887.00	\$ -569,673.37	21.74 %
Expenses				
Contract Services				
Accounting Fees	321.76	2,500.00	-2,178.24	12.87 %
Audit	2,500.00	5,000.00	-2,500.00	50.00 %
Executive Administration	2,812.50	45,000.00	-42,187.50	6.25 %
Legal Fees		300.00	-300.00	
Total Contract Services	5,634.26	52,800.00	-47,165.74	10.67 %
Executive Administration	2,812.50		2,812.50	
Operations				
Printing and Copying	87.73	1,150.00	-1,062.27	7.63 %
Supplies		250.00	-250.00	
Website		1,000.00	-1,000.00	
Total Operations	87.73	2,400.00	-2,312.27	3.66 %
Other Types of Expenses				
Insurance - Liability, D and O		3,702.00	-3,702.00	
Total Other Types of Expenses		3,702.00	-3,702.00	
REAP 1.0 Project Costs				
Project - 1 - TASK A	1,253.00		1,253.00	
Project 1 - TASK B	312.50	19,089.00	-18,776.50	1.64 %
Project 4 - NEW TASK A	1,653.00	6,387.00	-4,734.00	25.88 %
Project 4 - TASK A (to OCCOG)	71,000.00	71,600.00	-600.00	99.16 %
Project 5 - TASK A	85.50		85.50	
Project 5 - TASK C	145.25	120,000.00	-119,854.75	0.12 %
Total REAP 1.0 Project Costs	74,449.25	217,076.00	-142,626.75	34.30 %
REAP 2.0 Preliminary Costs				
LATA VCOG Admin Costs		17,809.00	-17,809.00	
Project 1		21,000.00	-21,000.00	
Project 2		300,000.00	-300,000.00	

Ventura Council of Governments

Budget vs. Actuals: FY 2023-2024 Budget (7/1/23 to 6/30/24) - FY24 P&L

July 2023 - June 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Project 3		50,000.00	-50,000.00	
Project 4		48,000.00	-48,000.00	
REAP 2.0 Preliminary Costs	741.00		741.00	
Total REAP 2.0 Preliminary Costs	741.00	436,809.00	-436,068.00	0.17 %
Travel and Meetings				
Annual Dinner		9,000.00	-9,000.00	
Conference and Meetings		2,500.00	-2,500.00	
Travel		3,600.00	-3,600.00	
Total Travel and Meetings		15,100.00	-15,100.00	
Total Expenses	\$83,724.74	\$727,887.00	\$ -644,162.26	11.50 %
NET OPERATING INCOME	\$74,488.89	\$0.00	\$74,488.89	0.00%
NET INCOME	\$74,488.89	\$0.00	\$74,488.89	0.00%



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 6C.

MEMORANDUM

TO: Council Members and Alternates
FROM: Hugh Riley, Executive Director *Hugh Riley*
SUBJECT: Register of Warrants and Debt Card Transactions
DATE: September 14, 2023

Recommendation:

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from July 7, 2023 to September 8, 2023.

Discussion:

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period July 7, 2023 to September 8, 2023. It is prepared in addition to the Financial Report so that the Council may be fully informed as to the actual expenditure of funds for services and other costs to the organization.

ATTACHMENTS: Warrant and Debit Card Registers

Register of Warrants
Ventura Council of Governments
September 14, 2023
July 7, 2023 to September 8, 2023

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
CHECK 626 VOIDED DUE TO PRINTING ERROR					
627	07/29/23	V.C. Transportation Commission	07/26/23	Inv. #9 REAP Project No. 5	\$ 2,101.78
628	07/29/23	Dr. Chris Williamson	07/29/23	Consulting Svcs-REAP 2.0-July	\$ 256.50
629	07/29/23	Dr. Chris Williamson	07/29/23	Consulting Services-REAP 1.0	\$ 1,083.00
630	08/30/23	Caroline Carter	08/01/23	Bookkeeping Svcs.- Inv. # 444	\$ 160.88
631	08/30/23	Hugh Riley Pro. Management, LLC	08/01/23	Admin Services- Exec. Dir.-July.	\$ 2,812.50
632	08/03/23	Hugh Riley Pro. Management, LLC	08/01/23	Proj. Management-REAP- July.	\$ 343.75
633	08/16/23	V.C. Digital	07/31/23	Printing & Copying- July	\$ 87.73
634	08/28/23	Moss, Levy & Hartzheim LLP	06/30/23	2021-22 Annual Audit	\$ 2,500.00
635	08/31/23	Dr. Chris Williamson	08/31/23	Consulting Services-REAP 1.0	\$ 1,710.00
636	08/31/23	Dr. Chris Williamson	08/31/23	Consulting Svcs-REAP 2.0-Aug	\$ 484.50
637	09/06/23	Hugh Riley Pro. Management, LLC	09/01/23	Proj. Management-REAP- Aug..	\$ 312.50
638	09/06/23	Hugh Riley Pro. Management, LLC	08/01/23	Admin Services- Exec. Dir.-Aug.	\$ 2,812.50
639	09/05/23	Caroline Carter	09/05/23	Bookkeeping Svcs.- Inv. # 454	\$ 160.88

Register of Debit Card Transactions Ventura Council of Governments

September 14, 2023

Transactions from July 7, 2023 to September 8, 2023


<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
2950	08/10/23	Intuit Quickbooks On Line	08/09/23	Bookkeeping Subscription	\$ 970.00



ITEM 6D.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Change of Location for VCOG Council Meetings for November 2023 and for 2024 until further notice

DATE: September 14, 2023

Recommendation:

Approve VCOG Council Meeting Location change from Camarillo City Hall to The John Spoor Broome Library, One University Drive, Camarillo, CA 93012 for the November 2023 and 2024 Meetings until further notice.

Discussion:

VCOG has been notified that the City of Camarillo is planning some major renovations to its City Hall including the Council Chambers and the space will not be available beginning in the fall of 2023 or January 2024. Staff has contacted numerous alternative venues including the Camarillo Public Library, Ventura County Community Foundation, Ventura County Office of Education, the Pleasant Valley Recreation and Parks District in Camarillo, the City of Simi Valley, the City of Moorpark and finally Cal State University-Channel Islands (CSUCI)..

The John Spoor Broome Library, located at One University Drive on the CSUCI Campus in Camarillo proves to be the best choice to accommodate VCOG's meeting requirements including room size, seating facilities for members and guests, audio-visual capabilities, access, parking, and security.

ATTACHMENT: Map and Photo



Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft



John Spoor Broome Library

4.5 ★★★★★ (25)

University library

Overview

Reviews

About



Directions



Save



Nearby



Send to
phone



Share




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 7A.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Presentation by Ventura County District Attorney Erik Nasarenko

DATE: September 14, 2023

Recommendation:

Receive Report from District Attorney Erik Nasarenko on critical issues facing Ventura County including Fentanyl Danger and the Family Justice Center.

Discussion:

Erik Nasarenko was appointed District Attorney by the Ventura County Board of Supervisors on January 26, 2021, becoming the 24th District Attorney to serve the county. On June 7, 2022, he was elected District Attorney by Ventura County voters.

As the County's top prosecutor overseeing a \$66 million budget and 300 employees, including more than 100 deputy district attorneys, Erik has initiated specialized efforts to prosecute fentanyl-based crimes, analyze untested rape kits, and expand support and services to crime victims, including the creation of the Carmen Ramirez Family Justice Center in Oxnard. Erik has also established a Mental Health Unit within the office, a team of four prosecutors with unique training and expertise in civil commitment proceedings and treatment-based opportunities, such as mental health diversion and veterans court.

Prior to becoming the District Attorney, Erik served and protected Ventura County as a senior prosecutor, where he secured jury trial convictions against defendants for child molestation, rape, kidnapping and murder. In 2016, he was named Prosecutor of the Year by the Ventura County District Attorney for his trial advocacy on behalf of children, women and sexual assault survivors. His prosecutorial efforts have resulted in multiple convictions of life imprisonment against some of Ventura County's worst sexual predators.

Erik previously served as Mayor of Ventura and as a city councilmember for seven years. The son of Ukrainian immigrants, Erik grew up in the San Fernando Valley and attended the University of California, Irvine, where he studied history and played intercollegiate soccer. He attended Loyola Law School at night while working during the day.

FENTANYL DANGER

What is Fentanyl? Fentanyl is an extremely powerful synthetic opioid that is 50-100 times stronger than morphine. Pharmaceutical fentanyl was developed for pain management treatment of cancer patients, applied in a patch on the skin and absorbed through contact. Because of its powerful opioid properties, Fentanyl is also diverted for abuse. All forms of Fentanyl can be dangerous and it's Important to know the difference. Mr. Nasarenko refers to the drug as "our shadow pandemic." The anxiety, the uncertainty, the dislocation has unfortunately led to increased opioid abuse and addiction. In 2019 there were only 18 fentanyl-based cases filed by the DA's office. By 2022 there were 635, an increase of 3,428%."

FAMILY JUSTICE CENTER

The Family Justice Center brings services, support and understanding to our victims, survivors and their families. It is both a center for healing and for creating positive changes for the residents of Ventura County.

In 2019, The Ventura-based Family Justice Center (FJC) was opened to improve the lives of those impacted by domestic violence, sexual assault, child abuse, elder and dependent adult abuse, human trafficking, and other violent crimes.

District Attorney Staff collaborates with a team of more than 35 agencies dedicated to a shared, vital cause — to reduce trauma, eliminate repeat victimization, mitigate future risks and make a lasting, positive difference in countless lives. Through our welcoming community and comprehensive, holistic services that focus on the whole person, Family Justice Center empowers and supports survivors of all ages and their families.

District Attorney Victim Advocates and volunteers also provide traditional services and classes in both English and Spanish on the process and forms required to obtain restraining orders as well as information on the dynamics and dangers of violent relationships.




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 7B.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Update report from the Broadband Team on the Project Status and Authorization for Execution of Agreement between VCOG and EDC for LATA Grant Administration

DATE: September 14, 2023

Recommendation:

Receive and file Report and Authorize Execution of Agreement between VCOG and EDC for LATA Grant Administration subject to final language approval by the VCOG Administrative Committee and the Executive Director

Discussion:

On June 29, 2023, the California Public Utilities Commission (CPUC) approved RESOLUTION T-17793 providing \$490,860 to VCOG for the formation of a Ventura County Regional Broadband Collaborative. As a reminder, this initiative creates a broadband joint power of authority (JPA) between VCOG members, develops a regional broadband strategy, and coordinates the submittal of applications for Last Mile Infrastructure and Digital Equity Funding. To support this effort, a portion of LATA funding will go towards a partnership with the Economic Development Collaborative (EDC) to manage future broadband funding and aid in the analysis, planning, and organizational development necessary to fulfill the objective of the JPA.

During the last meeting, the VCOG Board authorized the Executive Director to sign a Consent Form Agreement with the CPUC acknowledging the Grants Administrative Requirements and begin preparing to provide oversight/feedback in the planning required for the execution of work. Since then, the technical team necessary to perform the work over the next 12 months has been assembled, initial planning and a budget completed, each of the cities contacted and staff representatives recruited, an initial working group formed, and tonight a presentation of status briefed to the VCOG Board.

Finally, to document the relationship which has been created between VCOG and the EDC for the performance of work, an Agreement has been prepared which delineates the work involved, the required outcomes, and parties responsibilities. At today's meeting, VCOG Board authorization is requested for the Chair and Executive Director to sign the Agreement subject to final language approval by the VCOG Administrative

Committee and the Executive Director. The Agreement will supplement the existing Memorandum of Understanding thereby formalizing the VCOG-EDC partnership. The Draft Agreement contains a Budget including \$490,860 for direct project expenses. An amendment to VCOG's 2023-2024 Operating Budget will include this amount. The VCOG Budget Amendment will be presented to the Board along with the finalized EDC Agreement on November 9, 2023.

ATTACHMENT: Draft Agreement between VCOG and EDC

ATTACHMENT
SERVICE AGREEMENT BETWEEN
VENTURA COUNTY COUNCIL OF
GOVERNMENTS
AND
ECONOMIC DEVELOPMENT
COLLABORATIVE

Agreement No. **22-MET**

THIS FEE FOR SERVICE AGREEMENT, made and entered into this July 1, 2023, in the State of California, by and between Ventura County Council of Governments (VCOG), a California Joint Powers Authority, hereinafter called VCOG whose principal address is 33 East High Street, Suite 200, Moorpark CA 93021 and the Economic Development Collaborative - Ventura County, hereinafter called the CONTRACTOR. The CONTRACTOR is a California public benefit nonprofit corporation. CONTRACTOR's principal address is 4001 Mission Oaks Blvd., Suite A-1, Camarillo CA 93012. VCOG and CONTRACTOR may be referred to as "Party of Parties."

RECITALS:

WHEREAS, Senate Bill (SB) 156 provides the statutory framework to implement the broadband provisions contained in the 2021 budget package. This bill contains necessary statutory changes to implement the broadband provisions included in the 2021-22 budget package and establishes funding and provisions for middle mile, last mile, and digital equity investments; and

WHEREAS, VCOG is a voluntary joint powers authority representing the 10 cities of Ventura County as well as the County. VCOG's goal is to facilitate cooperative subregional and regional planning, coordination, and technical assistance on issues of mutual concern; and

WHEREAS, the VCOG is home to the Broadband Consortium of the Pacific Coast (BCPC), a tri-county initiative funded by the California Public Utilities Commission. In addition to CPUC funding, this last year the BCPC received additional funding from the Southern California Association of Governments (SCAG) for Transportation Broadband Strategies to Reduce Vehicle Miles Traveled (VMT) and Green House Gases (GHG), the Santa Barbara County Association of Governments (SBCAG) for development of a regional strategy and the California Emerging Technology Foundation for a Digital Equity Regional Leadership Grant; and

WHEREAS, VCOG brings a focus to issues of common concern that often extend beyond the purview of local jurisdictions and agencies, requiring insight and input from a wide range of affected interests. VCOG works efficiently by utilizing existing resources to the greatest extent possible, collaboratively finding new ways to perform needed activities for less, while eliminating duplication of effort; and

WHEREAS, VCOG desires to have CONTRACTOR perform a certain portion of said work; and

WHEREAS, CONTRACTOR has warranted and represented that it has the present ability to perform said work.

NOW THEREFORE, the above-referenced recitals are incorporated herein by reference as set forth in full and for valuable consideration promises, and the mutual provisions, representations, warranties, covenants, terms and agreements hereinafter set forth, the Parties hereto do hereby mutually agree as follows:

Article I. Statement of Understanding

VCOG is a California Joint Powers Authority representing the 10 cities of Ventura County as well as the County, established to facilitate cooperative subregional and regional planning, coordination and technical assistance on issues of mutual concern. VCOG is based on the premise that Ventura County can have more representation without more government and that issues of common concern often extend beyond the purview of local jurisdictions and agencies, requiring insight and input from a wide range of affected interests. This Agreement is subject to all terms, conditions, and regulations of the prime funding agreement set forth in Exhibit B: JATA Agreement M21. This Agreement shall be administered in accordance with state law and the requirements set forth in the prime award identified above.

Article II. Scope of Work

CONTRACTOR agrees to undertake, carry out and complete for VCOG all of the work and services set forth in **Exhibit A: Scope of Work**.

CONTRACTOR shall provide the services herein contained at the time and in the manner herein provided. CONTRACTOR agrees that it will at all times during the performance of this agreement maintain close liaison with VCOG's Project Administrator in order to assure a well-integrated effort.

CONTRACTOR shall provide all necessary and qualified personnel, equipment, material and facilities to accomplish the programmatic and technical activities applicable to CONTRACT as set forth in **Exhibit A: Scope of Work**.

Article III. Status of Parties

The CONTRACTOR is acting as an independent contractor and as such, no employees or staff of CONTRACTOR assigned to perform work under this Agreement shall be entitled to any benefits applicable to employees of VCOG. This agreement is not intended to create an employment relationship, nor do the parties intend to create a partnership or joint venture.

CONTRACTOR shall conduct itself accordingly in the performance of work under this agreement and agrees and shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage or otherwise arising out of any act or omission of its employees or agents in connection with the performance of work under this agreement.

Article IV. Period of Performance

The period of performance of the agreement shall be from July 1, 2023 through June 30, 2024. Services or work shall not be reimbursed under this Agreement until a fully executed Agreement has been received by VCOG and CONTRACTOR.

Article V. Key Personnel

Key personnel for this project shall include:

VCOG's Administration Official:

Name: Hugh Riley, Executive Director
Address: 33 East High Street, Suite 200
Moorpark CA 93021
Phone/Fax : (805) 217-9448
E-mail : ridgeriley@msn.com

CONTRACTOR'S Administration Official:

Name: Bruce Stenslie, President & CEO
Address: 4001 Mission Oaks Blvd., Suite A-1
Camarillo, CA 93012
Phone/Fax: (805) 409-9155
E-mail: Bruce@EDCollaborative.com

EDC's Project Officials:

Program Management Contact:

Name: Shelby Arthur
Address: 4001 Mission Oaks Blvd., Suite A-1
Camarillo, CA 93012
Phone/Fax: (805) 708-4482
E-mail: shelby@EDCollaborative.com

Contract Management Contact:

Name: Monica Estrella, Grants & Contracts Manager
Address: 4001 Mission Oaks Blvd., Suite A-1
Camarillo, CA 93012
Phone/Fax: (805) 702-8353
E-mail: Monica@EDCollaborative.com

EDC's Financial Administration Official:

Name: Kelly Noble, Office Manager
Address: 4001 Mission Oaks Blvd., Suite A-1
Camarillo, CA 93012
Phone/Fax: (805) 409-9156
E-mail: Kelly@EDCollaborative.com

VCOG's Financial Administration Official:

Name: Caroline Carter
Address: 4631 Big Trail Ct.
Moorpark, CA 93021
Phone/Fax: (805) 432-6272
E-mail: carolinecarter1110@gmail.com

Article VI. Compensation, Maximum Cost, and Payment

Subject to the availability of funds from the California Public Utilities Commission, VCOG agrees to compensate CONTRACTOR for the performance of the work under this Agreement in accordance with Article II Scope of Work and in an amount not to exceed \$473,051.20 in total funds. CONTRACTOR shall not receive compensation in excess of the stated maximum amount payable without an executed written amendment to this Agreement.

Approved Billing Schedule		
	Monthly Billing Amounts	TOTAL
12-monthly invoices	\$39,420.94	\$473,051.20

CONTRACTOR must submit monthly invoices and backup documentation by the 20th of the following month to the VCOG's Administration Official indicated in Article V

All invoices shall be signed by the CONTRACTOR's chief financial officer or designee. VCOG shall reimburse CONTRACTOR no later than 30 days upon receipt of an acceptable approved invoice and all required documentation in a format and schedule required by the CPUC in accordance with ~~Exhibit B, LAA Agreement, ME3~~. Invoices shall include completion of all forms, as required or requested by VCOG staff, or as required by specific contractual agreements entered into by VCOG for which services have been referred to the CONTRACTOR for reporting activities undertaken and accomplished in the execution of the scope of this agreement. Invoices will not be honored without the required VCOG reporting documents.

Article VII. Prior Approvals

Any extension without additional funds, carry forward of unobligated balances, any change in key personnel, scope of work, budget adjustments, and program changes requires prior written approval of VCOG. VCOG Administrative Official solely reserves the right to approve or disapprove any modification requested.

Article VIII. Termination

This Agreement may be terminated by VCOG or by the CONTRACTOR at any time upon giving thirty (30) days prior written notice to the other party. In the event that the prime sponsor for any reason terminates its award to VCOG, then performance by CONTRACTOR may be terminated by VCOG at any time by written notice to CONTRACTOR. Said notice shall be given as set forth in Article X.

In the event of termination, the CONTRACTOR shall be entitled to payment for acceptable and allowable work performed under this Agreement, including allowable non-cancelable obligations, through the date of termination, provided such costs do not exceed the stated maximum amount payable. Early termination of this Subcontract does not release CONTRACTOR from compliance with appropriate provisions of this subcontract, i.e., Article XI Audit Requirements and Records Retention.

Article IX. Cessation of Funding

In the event that VCOG's Local, State or Federal funds for this program are materially reduced, suspended or terminated for any reason and upon three (3) days' written notice, VCOG shall have the right to terminate this Contract. In the event of such termination, VCOG shall reimburse

CONTRACTOR for all allowable sums due under this Contract for performance prior to the effective date of the termination.

Article X. Notices

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) if personally delivered, when so delivered, (ii) if sent by nationally recognized courier, three (3) Business Days after having been sent through an internationally recognized overnight delivery courier, prepaid and addressed to the intended recipient as set forth below, (iii) if given by telecopier, once such notice or other communication is transmitted to the telecopier number specified below and the appropriate telephonic confirmation is received, provided that such notice or other communication is promptly thereafter overnighted in accordance with the provisions of clause (ii) above. Written notices for this project shall be sent to the following:

VCOG'S Administration Official:

Name: Hugh Riley, Executive Director
Address: 33 East High Street, Suite 200
Moorpark CA 93021
Phone/Fax : (805) 217-9448
E-mail : ridgeriley@msn.com

CONTRACTOR'S Administration Official:

Name: Bruce Stenslie, President & CEO
Address: 4001 Mission Oaks Blvd., Suite A-1
Camarillo, CA 93012
Phone/Fax : (805) 409-9155
E-mail : Bruce@EDCollaborative.com

Article XI. Financial Management Systems

CONTRACTOR shall maintain acceptable financial management systems during the term of the Agreement and expenditures shall comply with generally accepted accounting principles. Financial systems shall provide:

- Accurate, current and complete disclosure of the financial activity under this agreement.
- Records that identify the source and application of the CONTRACTOR's funds.
- Effective control over and accountability for all funds, property and other assets; comparison of actual outlays with budgeted agreement amounts.
- Consistency with the applicable regulatory cost principles.
- Accounting records supported by source documentation.

Article XII. Audit Requirements and Record Retention

CONTRACTOR will notify VCOG of completion of required audits and of any adverse findings which impact this agreement.

CONTRACTOR shall at any time during business hours, and as often as VCOG may deem necessary, make available to VCOG for examination all of its records and data with respect to the matters covered by this Agreement.

CONTRACTOR's records shall be subject to audit by VCOG or an auditor, at VCOG's expense. CONTRACTOR shall make available to VCOG or an auditor for examination and shall furnish copies, as requested, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and or other records or documents evidencing or relating to the expenditures and disbursements charged to this agreement. CONTRACTOR agrees to allow an auditor or an VCOG designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

CONTRACTOR agrees to maintain such records for possible audit or review by appropriate officials of the funding agency, VCOG auditor or designee and shall maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in prime award.

In addition, CONTRACTOR shall, upon request by VCOG, permit VCOG to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

Article XIII. Insurance

General Liability- The CONTRACTOR shall maintain General Liability Insurance including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, liability assumed under an insured contract and including coverage for any and all claims, demands, lawsuits, judgments, damages, loss or liability, including, but not limited to, property damage, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, which, directly or indirectly, occur during work, or Contractor's injuries or Contractor's damages incurred during the Contractor's performance of the work and CONTRACTOR'S performance of professional services or failure to perform CONTRACTOR'S services.

Ventura Council of Governments, its board members, officers, agents, and employees, shall be named as Additional Insureds.

Automobile Liability- CONTRACTOR shall maintain comprehensive automobile liability insurance with limits for bodily injury of not less than \$500,000 per person and \$1 million per accident and for property damages with a combined single limit of \$1 million. Coverage shall include owned and non-owned vehicles used in connect with this Agreement.

Workers Compensation- The CONTRACTOR shall, for any and all employees, have and maintain during the term of this Agreement Workers Compensation Insurance, as required by the State of California.

Article XIV. Hold Harmless and Indemnification

CONTRACTOR shall indemnify, defend and hold harmless the VCOG, the VCOG Board Members, and the officers, employees, representatives, volunteers and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation, including attorney's fees and consultants) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the negligence or willful misconduct of VCOG. This section shall survive expiration or termination of this Agreement.

VCOG shall indemnify, defend and hold harmless the CONTRACTOR, the CONTRACTOR Board Members, and the officers, employees, representatives, volunteers and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation, including attorney's fees and consultants) of every nature arising out of or in connection with VCOG'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the negligence or willful misconduct of CONTRACTOR. This section shall survive expiration or termination of this Agreement.

Article XV. Non-discrimination, Certifications and Assurances

CONTRACTOR shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those Acts and amendments prohibiting discrimination on the basis of race, color, natural origin, gender, age, handicap or disability, medical condition, marital status, or sexual preference.

1. Drug Free Workplace

During the performance of this agreement CONTRACTOR and any sub tier contractors and/or sub grantees will make every effort to maintain a drug free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

False certification or violation of the certifications shall be grounds for suspension or termination of this agreement.

2. Conflict of Interest

CONTRACTOR certifies that to the best of their knowledge and belief, there are no relevant facts or circumstance that could give rise to an organizational or personal conflict of interest relating to the scope of work identified herein. CONTRACTOR certifies that they have disclosed all such relevant information if a conflict of interest appears to exist. CONTRATOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, CONTRACTORS, independent contractors, consultants, professional service representatives, volunteers and VCOG.

CONTRACTOR shall make all reasonable efforts to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are or give the

appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

3. Non-Discrimination

A. General

No person shall on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

Article XVII. General Conditions

1. CONTRACTOR is not authorized to obligate, assign, transfer or subcontract its rights, interest, or obligations hereunder either in part or whole without written consent of VCOG and modification to this Agreement.
2. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
3. This agreement shall be interpreted in accordance with and governed by the laws of the State of California. The Parties agree that should legal or administrative proceedings arise as a result of this Agreement and performance under this Agreement that jurisdiction for venue shall be Ventura County, California.
4. CONTRACTOR shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
5. CONTRACTOR grants to VCOG full ownership of all deliverables, documents, drawings, and written work products first prepared or first produced under this Agreement, including without limitation electronic data files or electronic format or presentation (hereinafter the "Work Product") and the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize, transfer, and license to others to do so, all deliverables, documents, drawings, written work products first prepared or first produced under this Agreement, including without limitation electronic data files or electronic format or presentation, data, including reports, drawings blueprints, and technical information resulting from the performance of work under this Agreement.
6. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.
7. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless duly executed in writing and duly signed and attached to the original agreement and approved by the required persons and organizations.

8. CONTRACTOR will ensure that it has all necessary licenses and permits required by the laws of the United States, the State of California, Ventura County, and all other appropriate governmental agencies, and agree to maintain these licenses and permits in effect for the duration of the Agreement. CONTRACTOR will notify VCOG immediately of loss or suspension of any such licenses or permits.

9. Each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into, and bind such part to the commitments and obligations set forth herein.

ARTICLE XVIII, ENTIRE AGREEMENT

This AGREEMENT and EXHIBITS hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this agreement shall be binding or enforceable unless in writing and signed by each of the parties.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto upon the date first above written.

Ventura Council of Governments

**Economic Development Collaborative --
Ventura County**

By: _____
Elaine Luster, Chair

By: _____
Bruce Stenslie, President & CEO

Date: _____

Date: _____

By: _____
Hugh Riley, Executive Director

Date: _____

EXHIBIT A: SCOPE OF WORK

With the support of VCOG, CONTRACTOR will be responsible for the coordination, execution, development and operations of fiber grants, projects, and oversight of publicly owned assets.

Status and financial updates will be briefed monthly and decision making related to direction, and policy and high-level operational direction will be in collaboration with VCOG.

1. In collaboration with VCOG, CONTRACTOR will contract for services to perform:
2. Public outreach,
3. Stakeholder coordination,
4. Prepare technical meetings and agendas,
5. Create a Joint Powers Authority for Broadband.
 - a. CONTRACTOR will solicit proposals adhering to internal RFP procedures according to CFR § 200.320 requirements and resulting in a formal presentation, acceptance, and completion of the necessary documents to create a Joint Powers Authority for Broadband.
6. Development and completion of a regional broadband strategy.
 - a. In collaboration with VCOG, CONTRACTOR will assess and review a collection of existing strategies and plans with Ventura County and member cities toward identification and prioritization of specific areas of focus, development of business processes that encompass the execution of broadband construction projects, fiber ownership, maintenance & management, and communications & innovation.
 - b.
7. Preparation for the receipt and execution of Last Mile Broadband funding.
 - a. In collaboration and support from VCOG, CONTRACTOR will develop and promote relationships and partnerships that facilitate the development of strategies toward projects to complete the Last Mile upon receipt of CPUC funding. Tasks may include:
 - i. the convening of stakeholders,
 - ii. development of an overall plan of action,
 - iii. establishment of partnership agreements,
 - iv. tracking the status of receipt,
 - v. preparation of a response (application), and
 - vi. development of momentum through the conduct of pilot initiatives.

Work Product Costs (for consultants, subconsultants, organizations, and/or staff)		
JPA Formation	\$142,000.00	
Senior Broadband Consultant	\$84,000.00	
Broadband Consultant Team - Consortium Lead	\$60,000.00	
Broadband Consultant Team - Strategy Project Lead	\$70,000.00	
GIS	\$37,500.00	
VCOG Executive Leader	\$17,809.20	
EDC Executive Leader (Administration)	\$35,618.00	

EDC Finance	\$23,932.80	
EDC Contracts	\$5,000.00	
Ookla Speed Test Platform	\$15,000.00	
Total Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	\$393,500.00	
Total Administrative Costs (see Note)	\$97,360.00	
TOTAL COSTS	\$490,860.00	

DRAFT



EXHIBIT B

PUBLIC UTILITIES COMMISSION
STATE OF CALIFORNIA
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

July 6, 2023

Hugh Riley
ridgeriley@msn.com
Re: Ventura County Regional Broadband Collaborative Formation

Dear Hugh Riley:

Congratulations! The California Public Utilities Commission is pleased to inform you that the Ventura Council of Governments' (VCOG) application for Local Agency Technical Assistance grant funding for Ventura County Regional Broadband Collaborative Formation in the amount of up to **\$490,860** has been approved. Your application was received on December 14, 2022, and was posted on the CPUC's Local Agency Technical Assistance webpage. Per Resolution T-17793, the Commission has approved your award.

The award is predicated on the VCOG's agreement to provide technical assistance as detailed in its application. In its application, the VCOG agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A Consent Form binding your organization to the terms of the grant and 2. A State of California Government Agency Tax Payer ID Form for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to Brewster Fong (brewster.fong@cpuc.ca.gov) and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

Maria Ellis

Maria I. Ellis
Deputy Director of Broadband
Communications Division

ATTACHMENT 1

Requirements

The grant award is predicated on the Ventura Council of Governments' (VCOG) agreement to provide technical assistance as detailed in its application. In its application, VCOG agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year.
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

Reporting

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1.

SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.
- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

Post-completion

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).
- Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

Payment

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

Execution and Performance

VCOG must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

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VCOG must sign and submit the linked Consent Form agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

VCOG must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

ATTACHMENT 2

**Local Agency Broadband Technical Assistance Reporting Requirements and
Guidelines**

Version December 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued Decision (D.) 22-02-026 establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

Narrative Project Information

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

Detailed Project Information

- 2.1 Individual work products granted by the program.
 - o Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.

2.7 Planned number of locations to be served, broken out by type:

- o Residential locations
- o Business connections
- o Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

Submission

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/lata-reporting-requirements-dec-22.pdf>

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission's email at Broadband.TechAssist@cpuc.ca.gov. Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at Broadband.TechAssist@cpuc.ca.gov, if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 31, 2023
January 1 – March 31, 2023	April 28, 2023
April 1 – June 30, 2023	July 31, 2023
July 1 – September 30, 2023	October 31, 2023
October 1 – December 31, 2023	January 31, 2024
January 1 – March 31, 2024	April 28, 2024
April 1 – June 30, 2024	July 31, 2024
July 1 – September 30, 2024	October 31, 2024
October 1 – December 31, 2024	January 31, 2025
January 1 – March 31, 2025	April 30, 2025
April 1 – June 30, 2025	July 31, 2025
July 1 – September 30, 2025	October 31, 2025
October 1 – December 31, 2025	January 30, 2026
January 1 – March 31, 2026	April 30, 2026
April 1 – June 30, 2026	July 31, 2026
July 1 – September 30, 2026	October 30, 2026
October 1 – December 31, 2026	January 31, 2027

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Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's website.