



Thursday, November 9, 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
Chair-Elect Candidates; Ask for City Reports on Homelessness Ordinances & Other actions
5. Proposed Correspondence Regarding Toursim Robberies p. 3– Consider sending VCOG Letter Supporting Federal Government efforts addressing the issue of Tourist Burglary Groups entering the United States. **Action:** Discuss and provide direction to staff.
6. AGENCY REPORTS – Oral Reports If Agency 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. Broadband Team Update

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
Daniel 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, Member
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

7. **CONSENT CALENDAR**

- A. **Summary of September 14, 2023 Meeting p. 5** – Approve Meeting Summary for the September 14, 2023 VCOG Meeting. **Action:** Approve Meeting Summary as published.
- B. **Financial Report p. 10** Approve Ventura Council of Governments Financial Report for the Budget Period from September 8, 2023 to November 3, 2023. **Action:** Approve Financial Report
- C. **Register of Warrants & Debit Card Transactions p. 14** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from September 8, 2023 to November 3, 2023.. **Action:** Approve Register of Warrants and Debit Card Transactions.

8. **PRESENTATION ITEMS**

- A. **Service Agreement with EDC for Broadband Program- p. 17** **Action:** Approve Agreement between VCOG and EDC for LATA Grant Administration and Authorize Chair and Executive Director to Sign on Behalf of VCOG.
- B. **VCOG Resolution No. 2023-05-Budget Amendment No. 2 p. 38** **Action: Adopt VCOG Resolution No. 2023-05.** Adopt Resolution 2023-05 amending the 2023-2024 Operating Budget to Account for Local Agency Technical Assistance Grant Income and Broadband Project Expenses.
- C. **Presentation by Ventura County Sheriff- Office of Emergency Services NO WRITTEN AGENDA REPORT** - Receive Report from OMS on the current state of emergency readiness for Ventura County.

9. **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.

10. **ADJOURNMENT: Next Meeting- Jsnusry 11, 2024 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).



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 5.

MEMORANDUM

TO: VCOG Members and Alternates
FROM: Hugh R. Riley, Executive Director 
SUBJECT: Proposed Correspondence Regarding Tourism Robberies
DATE: November 9, 2023

Recommendation:

Discuss and Consider directing staff to prepare VCOG Letter Supporting Federal Government action addressing the issue of international burglary groups (gangs) entering the United States to commit various crimes..

Discussion:

During the September 14, 2023 VCOG Council Meeting Mayor McNamee of the City of Thousand Oaks made a request for VCOG to send a letter to then Speaker of the House, Kevin McCarthy regarding burglary crimes tied to International theft groups. Members of these groups are reported to be entering the United States using visitor visas and, subsequently, committing acts of burglary and other crimes

As participating members, countries in the Electronic System for Travel Authorization (ESTA) grant digital access to their criminal data bases to other members as a requirement. This step is part of the visa screening process. Chile has been the sole country not in compliance with this requirement leading to Chile's probationary status in the ESTA Program for the past six years. Congressman McCarthy, during his term as Speaker of the House of Representatives, took some initial steps regarding this matter, and as a result, the Chilean Government has committed to granting digital access to Chile's criminal database.

Mayor McNamee asked that VCOG send a letter similar to the August 3, 2023 letter sent by the City of Thousand Oaks (Attached) supporting federal government action to ensure Chile fulfills this commitment. During the meeting, two members (Ojai and Santa Paula) stated they could not support sending such a letter without consulting their respective city councils. Since action could not be taken on the request because the item had not been was not on the agenda, Member Perrelo asked that the matter be placed on a future meeting agenda.

ATTACHMENT: August 3, 2023 Letter from the City of Thousand Oaks



City Council

2100 Thousand Oaks Boulevard • Thousand Oaks, CA 91362
Phone 805/449.2121 • Fax 805/449.2125 • www.toaks.org

Kevin McNamee
Mayor

August 3, 2023

Congressman Kevin McCarthy (CA-20)
of the House of Representatives
2468 Rayburn House Office Building
Washington, DC 20515

c/o: Trevor Smith, Legislative Speaker
Director trevor.smith@mail.house.gov

RE: TOURIST BURGLARIES

Dear Speaker McCarthy:

On behalf of the City of Thousand Oaks, California, I am writing to support your efforts to address the crimes associated with tourist burglary visas. The City of Thousand Oaks is located in Ventura County in Southern California. Our city is known as one of the safest cities in the country and has ranked consistently in the top 10 based on FBI crime statistics and demographic data. Public safety is a top City Council goal, and we are committed to keeping our community safe.

In recent years, Thousand Oaks has been directly impacted by tourist burglary crimes tied to international theft groups. The sophisticated burglary rings have impacted the safety and well-being of our residents and business community. Robberies have not only targeted homes with security systems but also parked cars with criminals taking valuables and cash. Commercial shopping centers are not immune to theft. Criminals use stolen credit cards to commit fraud. In some instances, credit cards are pick-pocketed off unsuspecting elderly female shoppers to purchase gift cards and high-end merchandise from retail stores.

The City of Thousand Oaks appreciates your leadership in bringing national attention to this highly organized criminal matter. We value your commitment to working with the U.S. Department of Homeland Security to investigate ways to address the issue. The impact of these crimes not only affects Thousand Oaks, but many cities across the country.

Sincerely,

Kevin McNamee
Mayor

CC: Secretary Alejandro Mayorkas, U.S. Department of Homeland Security
Congresswoman Julia Brownley
Senator Dianne Feinstein
Senator Alex Padilla
James, Fryhoff, Ventura County Sheriff

cmo:660-40/Speaker McCarthy Tourist Burglaries 071723.ml

toaks.org



MEETING SUMMARY

601 Carmen Dr.
Camarillo, CA 93012
September 14, 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 Kevin Kildee.

1. ROLL CALL:

Present:

Elaine Litster, Chair, City of Simi Valley
Kevin Kildee, Immediate Past Chair, City of Camarillo
Chris Enegren, City of Moorpark
Jenny Crosswhite, City of Santa Paula
Steven Gama, City of Port Hueneme,
Leslie Rule, City of Ojai
Kevin McNamee, City of Thousand Oaks
Bert Perello, City of Oxnard (Late Arrival)

Absent: Janice Parvin, County of Ventura Mike Johnson, City of San Buenaventura, Carrie Broggie, City of Fillmore

Staff Present:

Hugh Riley, Executive Director, VCOG

Partner Agency Representatives and Agency Support Staff:

Mike Kort, District Representative, Supervisor Janice Parvin
Michelle Guzman, County of Ventura, Legislative Analyst
Rachel Wagner, Sr. Government Affairs Officer, SCAG,
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
Terry Theobald, Information Technology Officer, Ventura County
Vivian Vázquez, Workforce and Economic Strategies Senior Associate

Guests: Erik Nazarento, District Attorney, County of Ventura

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.

Assembly Constitutional Amendment 13 Introduced by Assembly Member Christopher Ward is the response to Initiative 21-0042A1. Under ACA 13, any amendment to the state constitution that would increase the supermajority vote of the electorate required to approve any state or local measure — including increasing taxes or selling bonds — would have to pass by the

same supermajority it would impose for the state or local measure increase. This would mean that the Taxpayers Protection and Government Accountability Act would need a two-thirds majority favorable vote by the electorate to prevail.

ACA 13 is a fair measure that protects local government revenue streams and individual cities' ability to deliver critical services to residents. It in no way erodes Prop 13. ACA is about the future: it does not impact any taxes or tax protections from the past, does not impact property taxes and does not impact the current two-thirds vote requirement for special taxes. The California State Senate passed **ACA 13** on September 14.

SB 423 (Wiener) would expand SB 35 (Wiener) to nearly all cities, allow the state to approve housing developments on its own property, and eliminate SB 35's sunset date. Cal Cities opposes SB 423 as it would modify and expand SB 35 provisions that allow certain multifamily housing developments to take advantage of a streamlined, ministerial approval process. Specifically, this bill would: 1) Extends the Jan. 1, 2026 sunset to Jan. 1, 2036. 2) Applies SB 35 provisions to the Coastal Zone. 3) Allows the State to approve housing developments on property they own or lease. 4) Prohibits a city from enforcing its inclusionary housing ordinance if the income limits are higher than those in SB 35.

CalCities and VCOG's position is that California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process. What is really needed is a sustainable state investment that matches the scale of this long-term crisis.

Riley reported that proposed bond issues Two bills that have survived that address the need for affordable housing financing are AB **1657** (Wicks) and AB **531** (Irwin). AB 1657 would enact the Affordable Housing Bond Act of 2024, which, if adopted, would authorize the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and homeownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program.

AB 531 would enact the Veterans Housing and Homeless Prevention Bond Act of 2024 to authorize the issuance \$4.68 billion in general obligation to construct, acquire, and rehabilitate community-based residential care settings for individuals with behavioral health needs, including veterans who are homeless or at risk of homelessness. This investment is desperately needed, as California currently faces a shortage of at least 6,000 behavioral health beds.

Regional Early Action Program (REAP) Update

REAP 1.0 - SCAG reduced the total REAP 1.0 budget by \$71,000 and transferred that amount to the Orange County COG as VCOG's contribution to Project. 4. As a result, REAP 1.0 is 69% completed with just under \$119,000 remaining as of the end of July. The Project 4 "Housing SoCal" website is published and now under review by our member cities and the County. The website is www.housingsocal.org. The website goes live at the end of September. Project 4 has also completed eight template zoning code ordinances related to recent State housing legislation. Project 5, the Vehicle Miles Traveled optional CEQA mitigation program, under the direction of the VCTC and adopted in May, is now being used by several Ventura cities.

Remaining Project 5 grant funds (Approximately \$100,000) will be used for case studies and training if approved by SCAG. This approval is pending and overdue... REAP 1.0 ends on Feb 29, 2024.

REAP 2.0 - The \$420,000 REAP 2.0 program seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. VCOG Staff submitted VCOG's REAP 2.0 Application in July and are working with SCAG staff to finalize our programs. Completion of a VCOG-SCAG MOU is not expected until January 2024. The main focus is to provide technical assistance to VCOG's 11 jurisdictions to implement the Affirmatively Furthering Fair Housing Programs in each jurisdiction's 2021-2029 Housing Element.

SCAG Update for September – The SCAG Update for September 2023 from Rachel Wagner including highlights from the most recent Regional Council Meeting was attached to Riley's Report.

5. AGENCY REPORTS

Michelle Guzman, County of Ventura, Legislative Analyst, reported on several bills of interest to Ventura County. With the legislative session coming to a close, the County has been tracking a few key items that have been going through the legislature that will have significant impact on our operations:

AB 1168: This bill would significantly impact the Countywide EMS system, by allowing the City of Oxnard to provide ambulance service independently of the County. This bill was moved to inactive and will no longer be considered this year.

SB 326/AB 531: These companion bills would amend the Mental Health Services Act (MHSA), which has been a cornerstone piece of Governor Newsom's mental health and homelessness agenda. Once signed by the Governor, this modernization of the State's mental health services system and accompanying bond will head to Californians voters for approval. Senate Bill 326 and Assembly Bill 531 will appear jointly on the March 2024 ballot as Proposition 1.

- o **SB 326 (Eggman):** Expands services to include treatment for those with substance use disorders, prioritize care for those with the most serious mental illness, provide ongoing resources for housing and workforce, and continue investments in prevention, early intervention, and innovative pilot programs.
- o **AB 531 (Irwin):** Includes a \$6.38 billion general obligation bond to build 10,000 new treatment beds and supportive housing units to help serve more than 100,000 people annually.

Rachel Wagner, Sr. Government Affairs Officer, SCAG, reported on several items concerning SCAG programs and up-coming community workshops. She discussed the outreach plans for obtaining public and agency input for the Transportation Plan Update and referenced her report included with the VCOG Agenda.

There were no other Agency Representatives present.

6. CONSENT CALENDAR

- A. Summary of July 13, 2023 Meeting** – Approve Meeting Summary for the July 13, 2023 VCOG Meeting. **Action:** Approve Meeting Summary as published.

- B. **Financial Report** 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** - 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.** 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.

Riley asked that Consent Item 6D. be pulled for discussion.

A **MOTION** was made by Member Kildee to approve staff recommendations for the Consent Calendar Items A thru C. The motion was **SECONDED** by Member Enegren. The motion was considered with a roll call vote: Ayes- 8; Nays- 0. Motion Carried.

- D. **Pulled Item: Change of Location for VCOG Council Meetings for November 2023 and for the Full Year 2024.** Riley reported that the he had been advised by the City of Camarillo that planned city hall renovations would not begin before November 9, the date for the next VCOG Council Meeting. Therefore VCOG could meet at the Camarillo City Hall on November 9 as planned.

A **MOTION** to table Item 6D until November 9, 2023 was made by Member Kildee. (*A motion to Table does not require a Second and is not subject to a vote*) Item 6D was tabled until November 9, 2023.

7. PRESENTATION ITEMS

- A. **Presentation by Ventura County District Attorney Erik Nasarenko** Ventura County District Attorney Erik Nasarenko gave a report on Fentanyl Danger, Family Justice Center. Mr. Nazarenko explained the basic characteristics of Fentanyl and the dangers it presents to users explaining that a small amount of Fentanyl ingested can be fatal to certain users. He also discussed the current laws in California and the federal laws regarding trafficking the drug and the difference in penalties that can be imposed at the two levels, state and federal. He presented case and fatality statistics for each of the cities in Ventura County over the past five to seven years and described the combined and unified efforts of all of the law enforcement agencies involved in combatting the proliferation of the drug.
- 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** - Bill Simmons, Coordinator, Pacific Broadband Consortium, gave an update on the Broadband Project. He explained the Middle Mile Statue and introduced Terry Theobald, Information Technology Director for Ventura County who is heading up the county's Middle Mile program. He explained the Federal Funding Account (FFA) application and program status. Simmons outlined the Broadband Strategy Approach including:
 - Identifying Local Coordinating Group with a representative from each jurisdiction
 - Data collection and speed test analysis for household users
 - Collaboration to support a regional planning approach involving public and private sectors

- Last mile and digital equity funding applications
- The creation of a Regional Broadband Organization

A Coordinating Group with members representing all eleven VCOG Jurisdictions was formed and has already met to establish a project timeline, discuss and regional Broadband Collaborative Model, VCOG LATA Project administration, and other topics.

The Council considered a draft agreement with EDC for the administration of the program. Chair Litster suggested VCOG obtain a legal review of the agreement before signing. The Council concurred and Riley revised the staff recommendation to state: Receive Report on Broadband Project Status and refer draft agreement to the Administrative Committee after obtaining a legal review of the document. Riley suggested that member agencies could be approached to determine if their attorney would be willing to review the agreement on VCOG's behalf as an alternative to retaining the services of an outside law firm.

A **MOTION** was made by Member Crosswhite to approve the revised staff recommendation, The motion was **SECONDED** by Member Kildee. The motion was carried with Ayes- 9; Nays- 0.

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

A letter of support that was sent to House Speaker Kevin McCarthy by the City of Thousand Oaks, addressing the issue of Tourist Burglary Groups entering our county and the United States was distributed by Member McNamee. Mr. McNamee was requesting that VCOG send a similar letter. Several members stated they could not support such a letter without consulting with their respective city councils. Since action could not be taken on the request because the item was not on the Agenda, Member Perello asked that the matter be placed on a future meeting agenda.

9. ADJOURNMENT: The meeting was adjourned by Chair Litster at 6:40 PM.

Next Meeting- November 9, 2023



ITEM 7B.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Financial Report

DATE: November 9, 2023

Recommendation:

Receive and file Financial Report for Period September 8, 2023 to November 3, 2023

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period from September 8, 2023 to November 3, 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-11/33/23	Rate	Balance
Bank of A	Maximizer 2635	N/A	\$27.13	0.04%*	\$62,705.75

* Variable

VCOG has received payment from SCAG for all VCOG-REAP-Reimbursement Invoices though July 2023. Invoice No. 30 (\$2,022.00) for August 2023 and Invoice No. 31 (\$1,646.50) for September are pending. Invoice No. 32 for 2,040.05 for October has been submitted and is pending.

ATTACHMENTS: Balance Sheet – As of November 3, 2023
Budget vs. Actual Report – July 1, 2023 to November 3, 2023

Ventura Council of Governments

Balance Sheet

As of November 3, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5797	-3,564.84
BofA - 9045	113,239.16
BofA MM - 2635	62,703.62
Total Bank Accounts	\$172,377.94
Accounts Receivable	
Accounts Receivable (A/R)	3,669.00
Total Accounts Receivable	\$3,669.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$176,046.94
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$176,046.94
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	57,869.72
Total Equity	\$176,046.94
TOTAL LIABILITIES AND EQUITY	\$176,046.94

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	6.32		6.32	
Total Investments	6.32		6.32	
Other Types of Income				
Bank Interest		10.00	-10.00	
LATA Grant Income		490,860.00	-490,860.00	
Total Other Types of Income		490,870.00	-490,870.00	
SCAG - REAP 1.0 Contract Income	85,866.00	217,076.00	-131,210.00	39.56 %
SCAG - REAP 2.0 Contract Income		419,000.00	-419,000.00	
Total Income	\$159,864.32	\$1,200,938.00	\$ -1,041,073.68	13.31 %
GROSS PROFIT	\$159,864.32	\$1,200,938.00	\$ -1,041,073.68	13.31 %
Expenses				
Contract Services				
Accounting Fees	500.51	2,500.00	-1,999.49	20.02 %
Audit		5,000.00	-5,000.00	
Executive Administration	7,625.00	45,000.00	-37,375.00	16.94 %
Legal Fees		300.00	-300.00	
Total Contract Services	8,125.51	52,800.00	-44,674.49	15.39 %
Executive Administration	7,125.00		7,125.00	
Operations				
Printing and Copying	177.73	700.00	-522.27	25.39 %
Supplies		500.00	-500.00	
Website	970.00	1,200.00	-230.00	80.83 %
Total Operations	1,147.73	2,400.00	-1,252.27	47.82 %
Other Types of Expenses				
Insurance - Liability, D and O	3,264.84	3,702.00	-437.16	88.19 %
LATA Grant Expenses				
Digital Resources (Program)				
Ookla Speed Test Platform		15,000.00	-15,000.00	
Total Digital Resources (Program)		15,000.00	-15,000.00	
EDC Personnel Costs				
Contracts Admin (2%)		5,000.00	-5,000.00	
Executive (9%)		35,618.00	-35,618.00	
Finance (9%)		23,932.00	-23,932.00	
Total EDC Personnel Costs		64,550.00	-64,550.00	
EDC Subcontractors				
Broadband Team Cons. Lead		60,000.00	-60,000.00	
GIS Consultant		37,500.00	-37,500.00	
JPA Formation		142,000.00	-142,000.00	

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
Senior Broadband Consultant		84,000.00	-84,000.00	
Strategy Project Lead		70,000.00	-70,000.00	
Total EDC Subcontractors		393,500.00	-393,500.00	
VCOG LATA Admin Costs	495.00	17,810.00	-17,315.00	2.78 %
Total LATA Grant Expenses	495.00	490,860.00	-490,365.00	0.10 %
Total Other Types of Expenses	3,759.84	494,562.00	-490,802.16	0.76 %
REAP 1.0 Project Costs				
Project - 1 - TASK A	1,794.50		1,794.50	
Project 1 - TASK B	1,062.50	19,089.00	-18,026.50	5.57 %
Project 4 - NEW TASK A	2,793.00	6,387.00	-3,594.00	43.73 %
Project 4 - TASK A (to OCCOG)	71,125.00	71,600.00	-475.00	99.34 %
Project 5 - TASK A	85.50		85.50	
Project 5 - TASK C	1,275.30	120,000.00	-118,724.70	1.06 %
Total REAP 1.0 Project Costs	78,135.80	217,076.00	-138,940.20	35.99 %
REAP 2.0 Costs				
Project 1		21,000.00	-21,000.00	
Project 2		300,000.00	-300,000.00	
Project 3		50,000.00	-50,000.00	
Project 4		48,000.00	-48,000.00	
REAP 2.0 Costs	1,453.50		1,453.50	
Total REAP 2.0 Costs	1,453.50	419,000.00	-417,546.50	0.35 %
Travel and Meetings				
Annual Dinner	358.34	9,000.00	-8,641.66	3.98 %
Conference and Meetings	1,450.92	2,500.00	-1,049.08	58.04 %
Travel	437.96	3,600.00	-3,162.04	12.17 %
Total Travel and Meetings	2,247.22	15,100.00	-12,852.78	14.88 %
Total Expenses	\$101,994.60	\$1,200,938.00	\$ -1,098,943.40	8.49 %
NET OPERATING INCOME	\$57,869.72	\$0.00	\$57,869.72	0.00%
NET INCOME	\$57,869.72	\$0.00	\$57,869.72	0.00%



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 7C.

MEMORANDUM

TO: Council Members and Alternates
FROM: Hugh Riley, Executive Director/ 
SUBJECT: Register of Warrants and Debt Card Transactions
DATE: November 9, 2023

Recommendation:

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from September 8, 2023 to November 3, 2023.

Discussion:

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period September 8, 2023 to November 3, 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
November 9, 2023
September 8, 2023 to November 3, 2023

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
640	09/23/23	Hugh Riley Pro. Management, LLC	09/23/23	Admin Services- Exec. Dir.-Aug.	\$ 1,037.96
641	10/01/23	Dr. Chris Williamson	10/01/23	Consulting Svcs-REAP 2.0-Aug	\$ 342.00
642	10/01/23	Dr. Chris Williamson	10/01/23	Consulting Services-REAP 1.0	\$ 1,396.50
643	10/01/23	Hugh Riley Pro. Management, LLC	10/05/23	Admin Services- Exec. Dir.-Sept.	\$ 4,812.50
644	10/05/23	Hugh Riley Pro. Management, LLC	10/05/23	Proj. Management-REAP- Sept.	\$ 250.00
645	10/09/23	V.C. Digital	07/31/23	Printing & Copying- September	\$ 90.00
646	10/11/23	Alliant Insurance Services	10/13/23	SLIP Liability Policy Premium	\$ 3,264.84
647	10/18/23	Peggy Skomal, Harpist	10/18/23	Annual Dinner-Reception Music	\$ 300.00
648	10/24/23	V.C. Digital	10/23/23	Printing Annual Dinner Program	\$ 58.34
649	10/25/23	V.C. Transportation Commission	10/24/23	REAP Proj. No.5- Invoice #10	\$ 731.05
650	10/30/23	Caroline Carter	10/30/23	Accounting Services-Oct. 2023	\$ 178.75
651	11/01/23	Dr. Chris Williamson	10/01/23	Consulting Services-REAP 1.0	\$ 684.00
652	11/01/23	Dr. Chris Williamson	10/01/23	Consulting Services-REAP 2.0	\$ 370.50
653	11/02/23	David L, Caceres, Esq.	11/02/23	Revises Broadband Svcs. Agrmt.	\$ 495.00
654	11/03/23	Hugh Riley Pro. Management, LLC	11/01/23	Admin Services- Exec. Dir.-Oct.	\$ 4,312.50
655	11/03/23	Hugh Riley Pro. Management, LLC	11/01/23	Proj. Management-REAP- Oct.	\$ 625.00

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

November 9, 2023, 2023

Transactions from September 8, 2023 to November 3, 2023


<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
2950	9/22/23	Hyatt Regency	9/22/23	Hotel Room and Parking	\$ 573.64
2950	9/22/23	AVS Rent Car	9/22/23	Rental Car	\$ 175.28
2950	9/22/23	Hollywood Airport	9/22/23	Airport Parking	\$ 102.00



ITEM 8A

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Authorization for Execution of Agreement between VCOG and EDC for LATA Grant Administration

DATE: November 9, 2023

Recommendation:

Approve Agreement between VCOG and EDC for LATA Grant Administration and Authorize Chair and Executive Director to Sign on Behalf of VCOG.

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.

On July 13, 2023 during the VCOG Board authorized the Executive Director to sign a Consent Form Agreement with the CPUC acknowledging the Grant 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 and costs 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. The Agreement will replace the existing Memorandum of Understanding thereby formalizing the VCOG-EDC partnership. The Agreement contains a Budget including \$490,860 for direct project expenses.

Legal and Admin Committee Review

At the direction of the Council on September 114, 2023, staff secured the services of David L. Caceres, Esq. to provide a legal review of the proposed Service Agreement. Mr. Caceres' comments and edits were referred to EDC and accepted. The edits and revised agreement were then presented to the VCOG Administrative Committee on October 19, 2023. The Committee examined the agreement and discussed the edits with Mr. Caceres and is recommending approval of the Agreement (As Attached) to the full VCOG Council.

An amendment to VCOG's 2023-2024 Operating Budget (**Item 7B**) will include the full LATA Grant Amount of \$490,860 and all associated project expenses for VCOG and EDC.

ATTACHMENT: Agreement between VCOG and EDC

**SERVICE AGREEMENT BETWEEN
VENTURA COUNCIL OF GOVERNMENTS**

AND

**ECONOMIC DEVELOPMENT
COLLABORATIVE – VENTURA COUNTY**

THIS FEE FOR SERVICE AGREEMENT, is made and entered into this November 9, 2023, in the State of California, by and between the Ventura 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 “Parties.”

RECITALS:

WHEREAS, Senate Bill 156 (“SB 156”) provides the statutory framework to implement the broadband provisions contained in the 2021 Budget Act. SB 156 also contains necessary statutory changes to implement the broadband provisions included in the 2021 Budget Act 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 of Ventura. VCOG’s goal is to facilitate cooperative sub-regional 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 (“CPUC”). 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 the above work; and

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

NOW THEREFORE, the above-referenced recitals are incorporated herein by reference as set forth in full and for valuable consideration, promises, 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 of Ventura, established to facilitate cooperative sub-regional 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: LATA Agreement. This Agreement shall be administered in accordance with California 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 this Agreement 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 November __, 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 CPUC, VCOG agrees to compensate CONTRACTOR for the performance of the work under this Agreement in accordance with Exhibit A 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: LATA Award and Grant Requirements, and Consent Form agreement. 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's Administration 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 Agreement does not release CONTRACTOR from compliance with appropriate provisions of this Agreement, i.e., Article XII 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, and (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 required or 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 external auditor, at VCOG's expense. CONTRACTOR shall make available to VCOG or an external 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 external auditor or a 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, officials, 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 \$1,000,000 per accident and for property damages with a combined single limit of \$1,000,000. Coverage shall include owned and non-owned vehicles used in connection 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 VCOG, the VCOG Board Members, and the officers, officials, employees, representatives, volunteers and its agents from and against any and all liability, loss, damage, expense, costs (including without limitation to 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 sole 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 statues 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. CONTRACTOR 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

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 XVI. 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 the venue shall be County of Ventura, 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, County of Ventura, and all other appropriate governmental agencies or entities, 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 XVII, 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 Litster, Chair

By: _____
Bruce Stenslie, President & CEO

Date: _____

Date: _____

By: _____
Hugh Riley, Executive Director

Date: _____