



**VENTURA COUNCIL
OF GOVERNMENTS**

**Thursday, January 11 2024, 4:00 p.m.
J. Handel Conference Room- 2533 (Second Floor)
John Spoor Broome Library, CSUCI Campus
One University Drive, Camarillo, CA 93012
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. ELECTION OF VCOG CHAIR-ELECT FOR 2024- Chair calls for floor nominations for the office of Chair-Elect for 2024. This officer will assume the VCOG Chair in March 2025. **P. 3**

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
David Tennesen, Camarillo
Susan Santangelo, 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, 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 November 9, 2023 Meeting p. 4** – Approve Meeting Summary for the November 9, 2023 VCOG Meeting. **Action:** Approve Meeting Summary as published.
- B. **Financial Report p. 9** Approve Ventura Council of Governments Financial Report for the Budget Period from November 9, 2023 to January 5, 2024. **Action:** Approve Financial Report
- C. **Register of Warrants & Debit Card Transactions p. 13** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from November 9, 2023 to January 5, 2024 **Action:** Approve Register of Warrants and Debit Card Transactions.
- D. **Amendment to Professional Services Agreement- Iteris, Inc. p. 16** Approve Amendment to Professional Services Agreement No. 2021-02 with Iteris, Inc. for completion of revised Scope for Work for REAP 1.0 Project No. 5, as described in Exhibit A, Scope of Work. **Action:** Approve Amendment to Agreement 2021-02 and Authorize Chair to sign on behalf of VCOG.

8. PRESENTATION ITEMS

- A. **2024 VCOG Program of Priorities p. 41** Review and discuss proposed changes including recommendations from the VCOG Admin Committee. **Action:** Approve 2024 Program of Priorities
- B. **2024 VCOG Legislative Program p. 44** Review and discuss proposed changes including recommendations from the VCOG Admin Committee. **Action:** Approve 2024 Legislative Program.
- C. **Presentation by Ventura County Continuum of Care p. 55** - Receive Report from Ventura County Staff on the status of Programs and active projects to address the homeless situation in Ventura County. In addition to Continuum of Care Staff, representatives from the Ventura County Health Care Agency, Human Services Agency, Ventura County Behavioral Health and the Sheriff's Office will highlight some of their initiatives addressing homelessness. **Action:** Receive Report and Discuss.

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- March 14, 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: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Election of VCOG Chair-Elect for 2024

DATE: January 11, 2024

Recommendation:

Conduct Election for the office of VCOG Chair-Elect based on Nominations received from the floor.

Election of Chair-Elect for 2024 (2025 Chair)

Procedure for electing Chair-elect for 2024

- Chair Litster asks for nominations for the Office of Chair-elect from the Council. (Self-nominations are acceptable)
- A voice or show of hands for each nominee in the order of their nomination. Any member nominated may request a secret ballot.
- The first member nominated to receive a majority vote of the members present is elected Chair-elect for 2024 and will assume the duties as Chair in March 2025.

The Chair Elect will automatically serve on the VCOG Administrative Committee for 2024.

Note: *Current VCOG Chair serves as Chair until March 2024 when Chair-Elect Mike Johnson assumes the Office and serves until March 2025.*

PAST VCOG CHAIRS

2024 – Mike Johnson, Ventura
2023- Elaine Litster, Simi Valley
2022- Kevin Kildee, Camarillo
2021 – Jenny Crosswhite, Santa Paula
2020 – Janice Parvin – Moorpark
2019 - Al Adam – Thousand Oaks
2018 – Bob Huber – Simi Valley
2017 - John Procter – Santa Paula
2016 – Janice Parvin, Moorpark

2015 – Al Adam, Thousand Oaks
2014 – Jan McDonald, Camarillo
2013 – Bob Huber, Simi Valley
2012 - Tim Flynn, Oxnard
2011 – Janice Parvin, Moorpark
2010 – Gabino Aguirre, Santa Paula
2009 – Lindsey Miller, Simi Valley
2008 – Thomas Holden, Oxnard



MEETING SUMMARY

601 Carmen Dr.
Camarillo, CA 93012
November 9, 2023

1. CALL TO ORDER & FLAG SALUTE – The meeting was called to Order at 4:03 PM by Chair Litster. The Flag Salute was led by Mike Johnson.

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
Janice Parvin, County of Ventura,
Mike Johnson, City of San Buenaventura Leslie Rule, City of Ojai
Carrie Broggie, City of Fillmore Kevin McNamee, City of Thousand Oaks

Absent: Bert Perello, City of Oxnard, Steven Gama, City of Port Hueneme, Leslie Rule, City of Ojai.

Staff Present:

Hugh Riley, Executive Director, VCOG

Partner Agency Representatives and Agency Support Staff:

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
Vivian Vázquez, Workforce and Economic Strategies Senior Associate, EDC-VC
David Caceres, Esq. Attorney

Guests: Patrick Maynard, Director of the Office of Emergency Services, Ventura County Sheriff's Department.

3. PUBLIC COMMENT – NONE

4. Executive Directors Report- Executive Director Riley presented his Report which had been distributed to members at the dias.

Budget Update –Gov. Gavin Newsom maintained his usual veto rate of 14% — and his promise to halt bills with unaccounted costs. The Governor cited budget concerns in 64 of his 156 vetoes. Below are the most important measures that the Governor signed and didn't sign. Riley reported on several good bills the governor signed including of SB 326 (Eggman) that will modernize the Mental Health Services Act to prioritize investments in housing interventions for individuals experiencing homelessness or at risk of homelessness, SB 19 which will establish a multisector task force to address fentanyl addiction and overdoses, and AB 1448 that will incentivize cities to take enforcement

actions against illicit cannabis operations by providing a 50/50 split of the statutory penalties recovered in actions brought by local jurisdictions.

The Governor signed SB 423 (Wiener) which extends a 2017 streamlined permitting law to coastal cities and moves the law's sunset date to 2036. VCOG and Cal Cities opposed the bill since it may override stated-mandated housing plans and local building requirements. Under the new law, the Department of General Services can determine building standards on state-owned or -leased land. Newsom reiterated his pledge to "hold cities accountable for planning and permitting their fair share of housing."

ACA 13 Update - Assembly Constitutional Amendment 13 Introduced by Assembly Member Christopher Ward is a 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.

CalCities Annual Conference - Riley reported on his attendance at the CalCities Annual Conference in Sacramento on September 20-22. The total cost for the conference was \$1,786.88

PROGRAMS AND PROJECTS UPDATE – Riley made reference his written report on the REAP Projects and the Broadband For All Project and the SCAG Update for November

OTHER ITEMS

Riley reported on the November 27, 2023, SCAG Webinar to explain the most significant new laws impacting cities signed into law this year and SCAG's 14th Annual Economic Summit Thursday, December 7, 2023. He announced SCAG's award of a \$250,000 grant to the City of Moorpark for the purposes of updating the Downtown Specific Plan and congratulated Mayor Enegren for the project.

He reported that the Committee will meet on November 16, 2023, via ZOOM Conference Call. The Committee will plan for the January 11, 2024 VCOG Meeting Agenda. The January Meeting will be held at the John Spoor Broome Library, on the CSUCI Campus, VCOG Council will meet at this location until further notice. Directions to the Library and instructions for VCOG Reserved Parking will be included in the Agenda Message for the Meeting.

He advised the Council that the agenda for the January meeting would include calling for nominations for the offices of Chair-Elect will be requested at the January 11, 2024 Council Meeting. As a reminder, 2023-24 Chair Elect Mike Johnson will assume the Chair at the March 2024 Council Meeting. The Chair-elect selected on January 9 will serve as VCOG Chair beginning in March 2025.

The General Liability Insurance Limit required by the CSUCI Facility Use Agreement is \$2MM. VCOG currently carries a \$1MM. The revised annual premium for the increase to satisfy the Agreement's provisions is \$2,317.76 including applicable taxes and fees. VCOG has sufficient funds to cover this increase.

5. Proposed Correspondence Regarding Tourism Robberies - 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. A letter of support that had been 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. The Council was advised that the Chilean Government has now committed to granting digital access to Chile's criminal database. Since action could not be taken on the request because the item was not on the agenda, Member Perrelo then asked that the matter be placed on a future meeting agenda.

After considerable discussion, A **MOTION** was made by Member Johnson to send a VCOG Letter regarding the issue. The motion was **SECONDED** by Member Enegren. The motion was considered with a roll call vote: Ayes- 7; Nays- 0. with 1 Abstention (Member Crosswhite). The Motion Carried.

6. AGENCY REPORTS

Michelle Guzman, County of Ventura, Legislative Analyst, reported on 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.
 - 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.
 - 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.

Vivian Vasquez, Workforce and Economic Strategies Senior Associate, EDC-VC, reported the Broadband Consortium of the Pacific (BCPC) presented an update on the VCOG LATA project. Over the last couple of months, a regional working group has been convened several times and work has begun focusing on the identification of priority areas, the conduct of speed testing, and the scheduling of community outreach studies. BCPC staff will present to municipal councils and provide updates on the broadband strategy in the next month.

There were no other Agency Representatives present.

7. CONSENT CALENDAR

- A. Summary of September 14, 2023 Meeting – Approve Meeting Summary for the September 14, 2023 VCOG Meeting. **Action:** Approve Meeting Summary as published.
- B. Financial Report - 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 - 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

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 Parvin. The motion was considered with a roll call vote: Ayes- 7; Nays- 0. with 1 abstention on Item A (Member Broggie). The Motion Carried.

8. PRESENTATION ITEMS

- A. Service Agreement with EDC for Broadband Program- On June 29, 2023, the California Public Utilities Commission (CPUC) approved a Local Agency Technical Assistance (LATA) Grant providing \$490,860 to VCOG for the formation of a Ventura County Regional Broadband Collaborative. VCOG will partner with the Economic Development Collaborative of Ventura County (EDC) to administer the LATA Grant. 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. VCOG 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.

A **MOTION** was made by Member Kildee to approve the Services Agreement between VCOG and EDC for LATA Grant Administration and Authorize Chair and Executive Director to Sign on Behalf of VCOG. The motion was **SECONDED** by Member Johnson. The motion was considered with a roll call vote: Member Parvin recused herself from the action due to a possible conflict. Roll Call: Ayes- 7; Nays- 0. The Motion Carried.

- B. VCOG Resolution No. 2023-05-Budget Amendment No. 2 – Riley presented Resolution No. 2023-05 amending the 2023-2034 VCOG Operating Budget to incorporate Income and Expenses relating to the LATA Grant. This report presents Amendment No. 2 to the Budget which includes income and expenses for the Local Agency Technical Assistance (LATA) Grant awarded by the California Public Utilities Commission on June 29, 2023. Line Item changes to the amended VCOG budget are listed below:

INCOME

<u>ACTION</u>	<u>AMOUNT</u>	<u>LINE ITEM</u>
• Delete LATA Admin Costs	\$ 17,809	- Other Types of Income
• Add LATA Grant Amount	\$ 490,860	- Other Types of Income
• Adjust Total Other Types of Income	\$ 490,870	-Total Other Types of Income
• Adjust Total Income	\$ 1,200,938	- Total Income

EXPENSE:

<u>ACTION</u>	<u>AMOUNT</u>	<u>LINE ITEM</u>
• Delete LATA VCOG Admin Costs	\$ 17,809	LATA Admin Costs
• Adjust REAP 2.0 Costs	\$ 419,000	Delete "Preliminary"
• Insert New Line Items After REAP 2.0		
• EDC Personnel Costs	\$ 64,550	
- Executive (9%)	\$ 35,618	
- Finance (9%)	\$ 23,932	
- Contracts Admin (2%)	\$ 5,000	
EDC Subcontractors	\$ 393,500	
- JPA Formation	\$ 142,000	
- Senior Broadband Consultant	\$ 84,000	
- Broadband Team Cons. Lead	\$ 60,000	
- Strategy Project Lead	\$ 70,000	
- GIS	\$ 37,500	
Digital Resources (Program)		
- Ookla Speed Test Platform	\$ 15,000	
VCOG Admin Costs	\$ 17,810	
TOTAL LATA GRANT EXPENSE	\$ 490,860	

A **MOTION** was made by Member McNamee to approve Adopt Resolution 2023-05 amending the 2023-2024 Operating Budget to Account for Local Agency Technical Assistance Grant Income and Broadband Project The motion was **SECONDED** by Member Kildee. The motion was considered with a roll call vote: Roll Call: Ayes- 8; Nays- 0. The Motion Carried.

C. **Presentation by Ventura County Sheriff- Office of Emergency Services** - Patrick Maynard, Director of the Office of Emergency Services, Ventura County Sheriff's Department presented an overview of the Emergency Services Division of the Sheriff's Department. He discussed hazards facing the County including the coming storm events, and day-to-day operations.

9. **BOARD MEMBER COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS-**

10. **ADJOURNMENT:** The meeting was adjourned by Chair Litster at 5:50 PM.


Next Meeting- January 11, 2024 at the John Spoor Broome Library, CSUCI Campus



VENTURA COUNCIL
OF GOVERNMENTS

ITEM 7B.

MEMORANDUM

TO: VCOG Members and Alternates
FROM: Hugh R. Riley, Executive Director
SUBJECT: Financial Report 
DATE: January 11, 2024

Recommendation:

Receive and file Financial Report for Period November 14, 2023 to January 5, 2024

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period to January 5, 2024.

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	\$ 12.44	0.03%*	\$62,709.94

* Variable

VCOG has received payment from SCAG for Invoice No. 30 (\$2,022.00) for August 2023, Invoice No. 31 (\$1,646.50) for September and for Invoice No. 32 for 2,040.05 for October 2023. Invoice No. 33 was combined for November and December 2023 and has been submitted.

ATTACHMENTS: Balance Sheet – As of January 5, 2024
Budget vs. Actual Report - November 14, 2023 to January 5, 2024

Ventura Council of Governments

Balance Sheet

As of January 5, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5797	0.00
BofA - 9045	77,588.77
BofA MM - 2635	62,705.75
Total Bank Accounts	\$140,294.52
Accounts Receivable	
Accounts Receivable (A/R)	24,334.33
Total Accounts Receivable	\$24,334.33
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$164,628.85
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$164,628.85
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	4,886.18
Net Income	48,451.63
Total Equity	\$164,628.85
TOTAL LIABILITIES AND EQUITY	\$164,628.85

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	8.45		8.45	
Total Investments	8.45		8.45	
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	87,906.05	217,076.00	-129,169.95	40.50 %
SCAG - REAP 2.0 Contract Income		419,000.00	-419,000.00	
Total Income	\$161,906.50	\$1,200,938.00	\$ -1,039,031.50	13.48 %
GROSS PROFIT	\$161,906.50	\$1,200,938.00	\$ -1,039,031.50	13.48 %
Expenses				
Contract Services				
Accounting Fees	554.14	2,500.00	-1,945.86	22.17 %
Audit		5,000.00	-5,000.00	
Executive Administration	11,062.50	45,000.00	-33,937.50	24.58 %
Legal Fees		300.00	-300.00	
Other Business Expenses	300.00		300.00	
Total Contract Services	11,916.64	52,800.00	-40,883.36	22.57 %
Executive Administration	7,125.00		7,125.00	
Operations				
Printing and Copying	234.57	700.00	-465.43	33.51 %
Supplies		500.00	-500.00	
Website	970.00	1,200.00	-230.00	80.83 %
Total Operations	1,204.57	2,400.00	-1,195.43	50.19 %
Other Types of Expenses				
Insurance - Liability, D and O	3,417.14	3,702.00	-284.86	92.31 %
LATA Grant Expenses	687.50		687.50	
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	

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
JPA Formation		142,000.00	-142,000.00	
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	1,182.50	490,860.00	-489,677.50	0.24 %
Total Other Types of Expenses	4,599.64	494,562.00	-489,962.36	0.93 %
REAP 1.0 Project Costs				
Project - 1 - TASK A	1,908.50		1,908.50	
Project 1 - TASK B	1,187.50	19,089.00	-17,901.50	6.22 %
Project 4 - NEW TASK A	2,850.00	6,387.00	-3,537.00	44.62 %
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	2,152.30	120,000.00	-117,847.70	1.79 %
Total REAP 1.0 Project Costs	79,308.80	217,076.00	-137,767.20	36.54 %
REAP 2.0 Costs				
Project 1	171.00	21,000.00	-20,829.00	0.81 %
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	1,938.00		1,938.00	
Total REAP 2.0 Costs	2,109.00	419,000.00	-416,891.00	0.50 %
Travel and Meetings	-468.00		-468.00	
Annual Dinner	5,302.34	9,000.00	-3,697.66	58.91 %
Conference and Meetings	1,918.92	2,500.00	-581.08	76.76 %
Travel	437.96	3,600.00	-3,162.04	12.17 %
Total Travel and Meetings	7,191.22	15,100.00	-7,908.78	47.62 %
Total Expenses	\$113,454.87	\$1,200,938.00	\$ -1,087,483.13	9.45 %
NET OPERATING INCOME	\$48,451.63	\$0.00	\$48,451.63	0.00%
NET INCOME	\$48,451.63	\$0.00	\$48,451.63	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: January 11, 2024

Recommendation:

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from November 5, 2023 to January 5, 2024

Discussion:

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period November 5, 2023 to January 5, 2024. 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 January 11, 2024

Transactions from November 3, 2023 to January 5, 2024

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
656				VOID- STOPPED PAYMENT- CHECK LOST IN MAIL +	
657	11/08/23	Simi Valley Cultural Arts Center	11/08/23	Annual Dinner Bar Fee & Ent. Fee	\$ 1,480.00
658	11/13/23	Alliant Insurance Services	11/10/23	Insurance Premium Increase*	\$ 152.30
659	12/02/23	Dr. Chris Williamson	12/01/23	REAP 2.0 Project Management	\$ 484.50
660	12/02/23	Dr. Chris Williamson	12/01/23	REAP 1.0 Project Management	\$ 570.00
661	12/05/23	Hugh Riley, Pro. Management, LLC	11/30/23	LATA Grant Preliminary Costs	\$ 687.50
662	12/05/23	Hugh Riley, Pro. Management, LLC	11/30/23	Contract Management Services	\$ 3,437.50
663	12/05/23	Hugh Riley, Pro. Management, LLC	11/30/23	Project Management- REAP 1.0	\$ 375.00
664	12/07/23	VC Digital	11/30/23	Printing & Copying	\$ 56.84
665	12/13/23	Mays Kitchen (+Replaces No. 656)	11/06/23	Annual Dinner Catering Svcs.	\$ 3,764.00
666	06/30/23*	Moss, Levy & Hartzheim, LLP	11/30/23	Prof. Services- 2021-2022 Audit	\$ 2,000.00
667	01/02/24	Dr. Chris Williamson	12/30/23	REAP 1.0 Project Management	\$ 228.00
668	01/02/24	Dr. Chris Williamson	12/30/23	REAP 2.0 Project Management	\$ 171.00
669	01/03/24	Caroline Carter	01/02/24	Bookkeeping Services- Dec. 2023	\$ 53.63

*Back Dated as Services were provided during previous Fiscal Year

Register of Debit Card Transactions
Ventura Council of Governments
January 11, 2024

Transactions from November 3, 2023 to January 5, 2024

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


NONE



ITEM 7D

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: AMENDED "REAP 1.0 PROJECT 5" AGREEMENT No. 2021-02
BETWEEN VCOG AND ITERIS, INC

DATE: January 11, 2024

Recommendation:

Review and Approve proposed Amendment No. 1 to Agreement No. 2021-02 between VCOG and Iteris, Inc. funded by the Regional Early Action Planning (REAP) 1.0 program grant to add Tasks D and E within Project 5 and increase the total Project 5 budget by \$15,278.85 for completion by February 29, 2024 unless SCAG allows an extension to May 31, 2024.

Discussion:

In 2021, SCAG awarded VCOG \$432,000 under the REAP 1.0 Program and VCOG executed Agreement No. 2021-02 with Iteris, Inc. after a competitive bidding process in the amount of \$199,476.50 for Project 5, "Ventura County Vehicle Miles Traveled Adaptive Management Program for CEQA Streamlining" (VMT AMP). The VMP AMP project was completed and adopted by the Ventura County Transportation Commission (VCTC) on May 12, 2023.

In July 2023, VCOG staff identified remaining REAP 1.0 grant funds of \$119,130 of which Project 5 was allocated \$97,506. With this amount remaining and the Project 5 VMP AMP completed and adopted in May, VCOG and VCTC staff networked with city and County transportation departments and identified two follow-up tasks that would further implement and streamline VMT analyses and CEQA review. SCAG approved VCOG REAP 1.0 MOU Amendment No. 3 and added Project 5 Tasks D and E on August 31, 2023. Both are budgeted at \$40,000 for a total of \$80,000 which is within the REAP 1.0 MOU budget.

Task Descriptions:

Task D has three components:

D.1 Induced Demand Factor Metric

Current consultant and subconsultants to investigate and report an alternative Induced Demand elasticity factor metric within the context of the local and regional roadway system, multimodal transportation infrastructure, housing, SOAR and peer county approaches. Consultant's Memorandum will include record of research and consultive contacts.

Deliverables: Draft and Final Induced Demand Memorandum

D.2 Affordable Housing as a VMT Mitigation

Current consultant and subconsultants to assess the applicability, effectiveness and mechanism of affordable housing funding for use in mitigation of above-threshold of significance VMT transportation impacts for development, land use plan and transportation project impacts.

Deliverables: Draft and Final Affordable Housing as VMT Mitigation Memorandum

D.3 CEQA Streamlining Implementation Coordination

Meet with each City/County staff representatives from Public Works and Community Development/Planning to determine the use and applicability of the VCTC VMT AMP in addressing CEQA transportation issues. One to two follow up responses for consulting advice for approach to CEQA in context of the VMT AMP.

Deliverables:

1. Up to 20 coordination meetings with agency staff to advise on CEQA VMT and effective approaches to analysis and mitigation.
2. After report on support activities.

TASK E has two components:

E.1 Campaign Development

Participate in a kick-off meeting to better understand VMT AMP project goals and challenges. Participate in bi-weekly meetings with client/prime as appropriate (virtual) and regular coordination.

Develop a Strategic Campaign Plan including a unique project brand, logo, and style guide for the campaign to support the message and create an easily recognizable identity. Develop and maintain a database documenting potential campaign champions and partners that includes the organization or entity and contact information.

E.2 Communication Tools and Translation

Develop a suite of communication tools/materials for the campaign and related Road Show, including but not limited to: website content for VCTC hosted website, PPT with script, educational poster, fact sheet/handout, social media posts, digital advertisements, and partner toolkit. Selected materials will also be in Spanish.

Budget, Timing and Procurement:

The total authorized budget for Iteris, Inc and its subcontractors (Rincon Consultants and Circlepoint) to complete Tasks D and E is \$80,000 which is funded by reallocation of \$64,721.15 from unspent funds in Iteris's original budget and a reallocation of \$15,278.85 from VCOG's Project 5 budget.

The consultants are fully aware of the February 29, 2024 deadline under VCOG's REAP 1.0 MOU with SCAG. SCAG REAP management staff have indicated SCAG can extend the MOU to May 31, 2024 when requested. The proposed Amendment No. 1 to Agreement 2021-02 with Iteris includes a clause that allows the 90-day extension when approved by SCAG.

Under the VCOG Procurement Policy Section 4.7(F), "Exceptions to Competitive Bidding," VCOG may amend an agreement over \$25,000.00 without competitive bidding.

ATTACHMENT 1

AMENDMENT TO CONTRACT NUMBER 2021-02

AMENDED AGREEMENT BETWEEN VENTURA COUNCIL OF GOVERNMENTS AND ITERIS, INC

THIS AMENDMENT to Agreement No. 2021-02, made and entered into, by and between the Ventura Council of Governments, hereinafter referred to as "VCOG", and Iteris, Inc, a Delaware corporation transportation engineering and consulting firm, hereinafter referred to as "Consultant," and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, VCOG is a Joint Powers Agency and a subregional planning organization that is organized to work in collaboration with the Southern California Association of Governments (SCAG), the region's federally designated Metropolitan Planning Organization. SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial and VCOG collaborates as the subregional planning organization for Ventura County and its 10 incorporated cities;

WHEREAS, the primary source of funding for this Agreement is allocated to SCAG pursuant to the State of California (the "State"), Department of Housing and Community Development ("Department") under the Regional Early Action Planning ("REAP") Grant Program, the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, SCAG and VCOG have entered into that certain Memorandum of Understanding, effective as of March 11, 2021 ("MOU"), as amended, whereby SCAG has provided grant funding to VCOG as a sub-recipient under the REAP program, with such funds being subject to and conditioned on the terms of the MOU;

WHEREAS, consistent with the State of California Contract Manual section 3.17, Subvention and Local Assistance Contract, part B, SCAG has determined the necessity and reasonableness of the cost in the Consultant's cost in this Agreement and the Agreement contains adequate cost controls;

WHEREAS, VCOG and SCAG's Fiscal Year is from July 1 through June 30;

WHEREAS, VCOG has retained the Services of Consultant since July 7, 2021 for Services listed in Agreement 2021-02, incorporated by reference, previously procured pursuant to the MOU; and

WHEREAS, VCOG's effective Procurement Policy, Section 4.7(F), "Exceptions to Competitive Bidding" allows VCOG to amend an agreement over \$25,000.00 without competitive bidding; and

WHEREAS, Consultant agrees to perform the two additional Services required by VCOG on the terms and conditions set forth below.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

This Agreement is comprised of these terms and conditions and any attached exhibits. Such terms and conditions are subject to change in the event requirements are changed by VCOG's funding agencies. The Recitals to this Agreement are also incorporated herein by this reference.

2. Scope of Work

Consultant shall be responsible for the complete performance of the tasks described in the Exhibit A ("Services"), attached hereto and incorporated herein by this reference.

3. Term

- a. The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2024, hereinafter referred to as the "Completion Date," unless terminated earlier or extended as provided herein.
- b. Services performed under this Agreement shall commence only upon issuance by VCOG to Consultant of a Notice to Proceed. This Agreement is of no force or effect until signed by both parties.
- c. Consultant Services and reimbursements beyond June 30th of each Fiscal Year (July 1 through June 30 of the next calendar year) are subject to the inclusion and funding agency approval in SCAG's Comprehensive Budget (the "Comprehensive Budget") for each Fiscal Year (as further described in Section 19 below). Therefore, on June 30th of each Fiscal Year, the Consultant must suspend all work under this Agreement until the Consultant receives an executed Unilateral Amendment, as described in Sections 5.d. and 9.c. of this Agreement, allowing the work to continue and including the Available Funding Schedule. See "Unilateral Amendment Form," Exhibit E, attached hereto and incorporated herein by this reference. In the event funding is not included in the Comprehensive Budget for each Fiscal Year this Agreement shall terminate effective June 30th of the Fiscal Year funding was provided, as specified in the "Available Funding Schedule," Exhibit D-1, attached hereto and incorporated herein by this reference.
- d. Time is of the essence in the performance of Services under this Agreement.

4. Schedule and Staffing

- a. Consultant shall be responsible to VCOG for performing all Services described in Exhibit A, attached hereto and incorporated herein by this reference.
- b. Services described in the Exhibit A shall be performed by Consultant's staff, subcontractors or other members of the project team, hereinafter referred to as "Subconsultant(s)," listed in Exhibit A. **There shall be no change in the designation of Consultant staff, Subconsultant(s), or any other information as identified in the Proposal without the prior written approval of the VCOG Chief Financial Officer.** No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the VCOG Executive Director, which the Executive Director may grant, deny or condition in his/her sole discretion. Without limiting the generality of the nature of SCAG's consent to any Subconsultant procurement, the Consultant hereby understands and agrees that as provided in Section 32 below, any Subconsultant must be retained only through a fair and competitive process consistent with all applicable laws, rules, regulations and ordinances, including, without limitation REAP program guidelines, the MOU, or guidelines established by SCAG or state agencies for the procurement of goods and services funded with state resources.

5. Compensation

- a. The maximum amount payable under this Agreement, including all expenses, shall not exceed \$80,000.00, subject to Sections 3 (Term) and 6 (Funding Requirements) of this Agreement.
- b. This is a Lump Sum Milestone/Progress Payment Agreement. Consultant shall be paid based upon progress completion of each Task shown in Exhibit A.

- c. Invoices for payment shall refer to the nomenclature in Exhibit A.

6. Funding Requirements

- a. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds for the total value of this Agreement, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- b. VCOG reserves the option to terminate this Agreement or to amend this Agreement to reflect any reduction in funds.

7. Project Manager

- a. Consultant shall coordinate all work pursuant to this Agreement with VCOG through the Project Manager. For purposes of this Agreement, VCOG designates the following Project Managers:

Mr. Hugh Riley, Executive Director
Dr. Chris Williamson, Housing Specialist
Ventura Council of Governments
33 High Street, Suite 200
Moorpark, CA 93012

(e-mails: ridgeriley@msn.com cbwplans@gmail.com)

- b. VCOG reserves the right to change the above designation upon written notice to Consultant. The VCOG Project Manager shall review progress reports, approve invoices and determine whether the Consultant's performance under the Scope of Work has been satisfactorily completed.
- c. The Consultant designates the following Consultant Project Manager:

Ramin Massoumi, PE
Senior Vice President and General Manager
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705
(949) 270-9527
mmm@iteris.com

- d. The Consultant shall not change the designation of the Consultant Project Manager or other key personnel stated above without the prior written approval of the VCOG Project Manager.

8. Assignment and Change in Ownership or Control

- a. Consultant shall not assign any interest in this Agreement, and shall not transfer the same, without written notification to and the prior written consent of VCOG in a form approved by the VCOG, which consent VCOG may grant, condition or withhold in its sole and absolute discretion.
- b. In the event of any change in ownership or control of Consultant's firm or Subconsultant's firm, Consultant shall provide written notification to VCOG and VCOG shall determine the impact on this Agreement, if any, of such change, and provide its response to Consultant within thirty (30) days from the date notification is received by VCOG.

9. Agreement Changes

- a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing in the form of a contract Amendment and fully executed by the Parties, or in the form of a unilateral Amendment signed by

VCOG only under the circumstances and process set forth in Section 9.c. of this Agreement, which changes shall be approved in writing and in advance by SCAG. The Consultant Project Manager or VCOG Project Manager shall initiate a standard contract Amendment via the "Contract Amendment Request Form" (Request), Exhibit F, attached hereto and incorporated herein by this reference. A Request only initiates the contract amendment process. VCOG must still approve the actual Contract Amendment (Amendment). Such Amendment shall not become effective without the full execution by the Parties. The Effective Date of such Amendment shall be set forth in the Amendment, and shall be no earlier than the date that VCOG received the Request. VCOG shall disallow any and all costs incurred by the Consultant prior to the Effective Date of an Amendment resulting from a Request.

- b. VCOG may request, at any time, Amendments to this Agreement and will notify the Consultant regarding such changes. Within ten (10) calendar days from the date of the written notice, Consultant shall notify VCOG of the impact of such changes on the Scope of Work, Schedule and Budget. Upon agreement between the Parties as to the required changes, an Amendment to this Agreement shall be prepared regarding the same.
- c. VCOG may additionally unilaterally amend the Agreement if such Amendment relates solely to an administrative revision by VCOG of the Available Funding Schedule under Section 5.d, as set forth in Exhibit D-1. This type of Amendment is administrative in nature and allows VCOG to make adjustments to the funding of the Agreement without materially impacting the Scope of Work, Schedule or Budget. VCOG shall notify Consultant of this unilateral Amendment to the Agreement within ten (10) days from the date of the change.

10. Invoicing for Payment

- a. VCOG shall reimburse the Consultant as promptly as its fiscal procedures permit, upon receipt of invoices submitted in accordance with this Agreement. Consultant agrees to be paid using VCOG's Payment Authorization Form (available at VCOG). The Consultant shall complete the form and email it to VCOG prior to executing the contract. Once the contract has been executed, the Consultant shall email all invoices to VCOG.
- b. Invoices for payment shall be submitted in conjunction with the Exhibit A deliverable(s).
- c. Prompt Payment to Subconsultants (if applicable): A Consultant or Subconsultant shall pay any sub-tier consultant for satisfactorily completed work no later than ten (10) days of receipt of each payment from VCOG. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with VCOG's prior written approval, which approval may be granted, conditioned or withheld in VCOG's sole discretion. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants, if any.
- d. The Consultant agrees and acknowledges that that it will not engage in any Services for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner. Any request by Consultant for payment from VCOG for these Services will be disallowed.
- e. The Consultant shall obtain VCOG's written authorization prior to purchasing any item exceeding \$1,000 for any articles, supplies, equipment, or Services. When purchasing these types of items, the Consultant shall competitively procure items and maintain documentation to substantiate the competition. This includes all the particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of competition.
- f. VCOG reserves prior agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. Consultant is required to acknowledge

the support of VCOG when publicizing the work under the contract in any media.

11. Invoicing Format and Content

- a. All invoices submitted to VCOG for payment shall be e-mailed to VCOG (file cannot exceed VCOG 20MB).
- b. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - (1) VCOG's "Bill To" information as stated in the above paragraph "a." of this section;
 - (2) Invoice number and/or billing number specified by Consultant. The invoice number must be unique for each invoice submitted;
 - (3) Invoice date;
 - (4) Completed Task specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
 - (5) Total amount due for the completed Task;
 - (6) Contract Number, Purchase Order Number, Project/Task Number, and Vendor Number (as identified in Exhibit A or Notice to Proceed letter)
 - (7) Total Contract Value (as identified in Exhibit A); and
 - (8) VCOG Project Manager.
- c. All invoices shall specify the tasks/deliverables completed in accordance with the tasks/deliverables set forth in Exhibit A.
- d. Consultant shall invoice VCOG in United States currency and VCOG shall only reimburse Consultant in United States currency. If Consultant provides receipts in any currency other than United States currency to back up its invoices, Consultant must convert each receipt to United States currency and document how the Consultant made the conversion or VCOG shall not reimburse the Consultant for such invoices.

12. Agreement Completion Retainer

No retainage will be held by VCOG from progress payments due to Consultant. Consultant and Subconsultant are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with VCOG's prior written approval. Any violation of these provisions shall subject the violating Consultant or Subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient Subconsultant performance, and/or noncompliance by a Subconsultant. This clause applies to both DBE and non-DBE Subconsultants.

13. Satisfactory Performance

Payment for Services under this Agreement is contingent upon VCOG's determination that the performance of the Consultant has been satisfactory, in accordance with the Scope of Work and Section 42 (Standard of Care).

14. Penalty

- a. A ten percent (10%) penalty shall be imposed for each thirty (30) day calendar period beyond the Agreement completion date, as specified in Section 3 (Term) of this Agreement, if the complete product, as described in the Scope of Work, is not received and approved by VCOG by the completion date. Such penalty shall be based on the total value of the Agreement, and shall not be imposed if the delay is caused by VCOG.
- b. Notwithstanding the above paragraph, the Consultant may request an extension in writing, outlining the reasons for the delay and the new expected completion date. All such requests shall be submitted to the VCOG Chief Financial Officer, and if approved, shall require a written Amendment to this Agreement fully executed by the

Parties.

15. Not Used

16. Inspection of Work/Reports

The Consultant and any Subconsultants shall permit VCOG and any designee of VCOG the opportunity to review and inspect the Project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

17. Written and Electronic Versions of Work Products, Related Work Materials, and Inventions

- a. For purposes of this Agreement, "Work Products" shall mean all deliverables created or produced from Services under this Agreement including, but not limited to, all Work Products conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Services commissioned or performed under this Agreement. Work Product includes all deliverables, Inventions (as defined below), innovations, improvements, or other works of authorship Consultant and/or Subconsultant may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. For purposes of this Agreement, "Related Work Materials" shall mean all materials obtained, created by, or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include "Intellectual Property," including but not limited to copyrights, test data, trade secrets, and confidential information.
- c. For purposes of this Agreement, "Inventions," shall mean any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or Subconsultant during the term of this Agreement and in performance of any Services under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of any Task Order issued under this Agreement.
- d. During or upon completion of the Scope of Work, Consultant shall deliver to the VCOG Project Manager, as requested, all Work Products and Related Work Materials. Such materials shall be provided in electronic PDF format as follows:
 - (1) One electronic PDF copy in a medium pre-approved in writing by the VCOG Project Manager;
 - (2) One electronic copies of all software (including source code, User's Manual and full documentation in printed and electronic form), databases, and web materials; and
 - (3) Other Related Work Materials, as requested by the VCOG Project Manager.
- e. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.
- f. Consultant shall apply reasonable quality assurance procedures in the development of software, and shall test all software prior to delivery to VCOG. Consultant shall provide to VCOG documentation of quality assurance procedures applied, and a complete record of the software testing performed.
- g. All written Work Products produced under this Agreement shall further contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the

data presented herein. The contents do not necessarily reflect the official views or policies of VCOG or the Department. This report does not constitute a standard, specification or regulation."

18. Ownership, Confidentiality, and Use of Work Products

- a. All Work Products and Related Work Materials including Intellectual Property, as defined in Section 17, Subsections a, b and c (Written and Electronic Versions of Work Products, Related Work Materials, and Inventions), respectively, of this Agreement, shall become the property of SCAG, and all publication rights are reserved and fully assigned hereby to SCAG. The Consultant shall not copyright Work Products or Related Work Materials.

As between Consultant and VCOG, all title is reserved to VCOG for any tangible property purchased in connection with this agreement and not fully consumed in the performance of this Agreement.

- If applicable, the Consultant shall include a detailed inventory of any State-furnished property, and comply with the policies and procedures regarding State-owned property accounting for, usage, care, maintenance, protection, and return to VCOG of the property as set forth in the State Administrative Manual § 8640, et seq.
 - If purchase of equipment is a reimbursable item, the equipment to be purchased shall be specified. If applicable, automotive equipment shall be purchased by the DGS/Procurement Division. VCOG shall arrange for purchase of all other major equipment items by the DGS/Procurement Division, as well as other items when economies can be achieved by so doing, with the cost to be deducted from the amount payable to the consultant.
- b. Related Work Materials including Intellectual Property obtained by Consultant pursuant to a third party agreement and related to the Services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.
- c. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to such materials. Consultant shall notify VCOG and SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.
- d. Consultant shall assign and does hereby assign to SCAG all rights, title and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to the Intellectual Property.
- e. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- f. The Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of VCOG's and SCAG's respective legal counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Consultant treats its confidential information, but in no case less than reasonable care.
- g. Upon termination of this Agreement or when requested to do so by VCOG or SCAG, Consultant shall erase all copies of Work Products and Related Work Materials from its computers.
- h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. VCOG shall direct

Consultant as to the disposition of all such property upon completion or termination of this Agreement.

- i. VCOG and/or SCAG may utilize any Work Products or Related Work Materials provided by Consultant pursuant to this Agreement, in any manner which VCOG and/or SCAG deem(s) appropriate without additional compensation to Consultant.

19. Termination

a. Termination for Convenience of VCOG

VCOG may terminate this Agreement at any time by giving notice to the Consultant of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of VCOG, become VCOG's and/or SCAG's property. If this Agreement is terminated by VCOG, as provided herein, VCOG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

b. Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, VCOG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of VCOG, become VCOG's property.

20. Compliance with Laws, Rules, and Regulations

Consultant shall perform all Services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

21. Independent Contractor

The Consultant agrees to provide the Services set forth in this Agreement in the capacity of an independent contractor and neither the Consultant nor any of its employees or agents shall be considered to be an employee or agent of VCOG.

22. Conflict of Interest

- a. Consultant and any of its Subconsultants (regardless of the sub-tier) agrees to abide by the SCAG Conflict of Interest Policy as it applies to "consultants," as defined under the SCAG Conflict of Interest Policy, posted at: http://SCAG.ca.gov/business/downloads/COI_policy.pdf.
- b. Consultant further agrees that during the term of this Agreement, it shall not accept employment from any other person, firm or corporation where such is a conflict of interest or where it is likely to lead to a conflict of interest between SCAG or VCOG's interest and the interest of such person, firm or corporation or any other third party.

23. Contingency Fees or other Unlawful Consideration

- a. The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage,

brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, VCOG has the right in its sole discretion to terminate this Agreement with its only obligation to pay for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

- b. The Consultant further warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any VCOG employee. For breach or violation of this warranty, VCOG shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

24. Release of Information

Consultant shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of Services under this Agreement without the prior written authorization of the VCOG Chief Financial Officer.

25. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision; if this provision differs from the rules of the American Arbitration Association, then this provision shall control. Consultant shall continue with the responsibilities under this Agreement during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the parties. Either party may bring an action in court to compel arbitration under this agreement and to enforce an arbitration award.

26. Indemnity

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.
- b. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless VCOG, its members, officers, governing board members, employees and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent caused in whole or in part by any intentional, negligent or wrongful act, error or omission of Consultant, its agents, employees, or subconsultants arising out of the performance of professional Services under this Agreement.
- c. For all other Services performed by Consultant pursuant to this Agreement, the Consultant shall indemnify, protect, defend and hold harmless VCOG, its members, officers, governing board members, employees and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant, its agents, employees or Subconsultants.

- d. Consultant shall defend, indemnify, and hold harmless VCOG, its members, officers, governing board members, employees grantors and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, against any and all claims against VCOG and/or SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to this Agreement or that VCOG and/or SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

27. Non-Discrimination/Equal Employment Opportunity

- a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.
- b. Consultant shall ensure, and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant shall comply and ensure that its Subconsultant(s) comply with the provisions of the Fair Employment and Housing Act and the Age Discrimination Act of 1975 and all implementing regulations (Government Code, Section 12900 et seq. and 42 USC 3601-20); and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are all incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- e. If federal funds are to be provided under this Agreement, or if expressly required by the State funding source, Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation (DOT), 49 C.F.R Part 21 and 23 C.F.R. Part 200; hereinafter referred to as "DOT regulations,") and 49 C.F.R Part 26, which are herein incorporated by reference and made a part of this Agreement. Wherever the term "Contractor" appears therein, it shall mean Consultant.
- f. Consultant shall permit and shall require its Subconsultant(s) to permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.
- g. Solicitations for Subconsultant(s), Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the DOT regulations relative to nondiscrimination.
- h. Sanctions for Noncompliance: Failure by the Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as VCOG may determine to be appropriate, including, but not limited to:+
- (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
- (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
- i. Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of

the provisions of "a" through "e" of this section. The Consultant shall take such action with respect to any subcontract or procurement as VCOG may direct as a means of enforcing such provisions including sanctions for noncompliance.

28. Not Used

29. Records Retention and Audits

- a. The Consultant and its Subconsultants shall maintain all source documents, books and records connected and all work performed under this Agreement for a minimum of three (3) years after the end of term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program ("OWP"), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of VCOG, SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by Consultant or its Subconsultants upon request at no cost to VCOG or SCAG.
- b. VCOG shall maintain all source documents, books and records connected with this Agreement for a minimum of three (3) years after the end of term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by VCOG upon request at no cost to SCAG.
- c. At any time during the term of this Agreement, VCOG, SCAG or the Department may perform a financial audit of any and all phases of the Agreement. At VCOG, SCAG and the Department's request, Consultant or its Subconsultants shall provide, at their respective own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. VCOG agrees that VCOG, SCAG or the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. Consultant agrees to provide any relevant information requested.
- e. Consultant agrees to permit VCOG, SCAG or the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes or program guidelines that are relevant to Consultant's performance of this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Consultant or Subconsultants until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.
- g. If applicable, the VCOG and Consultant agree to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by VCOG in compliance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. VCOG is responsible for assuring that the Single Auditor has reviewed the requirements of this Agreement. Copies of said audits shall be submitted to SCAG.
- h. Consultant, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports

conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate incurred costs of the applicable Project Number(s) by line item and produce narrative reports which clearly identify reimbursable costs and other.

- i. The Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

30. State Lobbying Activities Certification

- a. By signing this Agreement, the Consultant certifies, to the best of its knowledge and belief, that no State funds have been paid or will be paid, by or on behalf of VCOG, to any person for influencing or attempting to influence an officer or employee of any State agency, a Member of the State Legislature, an officer or employee of the Legislature, or any employee of a Member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, Amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- b. The Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and that all such Subconsultants shall certify and disclose accordingly.
- c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. If any federal funds are provided under this Agreement or if state funding sources otherwise require, the Consultant agrees that submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31 U.S.C. 1352.
- d. The Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subconsultants shall certify and disclose accordingly.

31. Certifications and Assurances

The provisions of this Section 31 shall only apply if federal funds are to be provided under this Agreement or if state funding sources require such assurances to be given.

- a. Consultant shall adhere to the following requirements. Such requirements shall apply to Consultant and any of its Subconsultants to the same extent as VCOG and may include, but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - (2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - (3) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq., Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's Comprehensive Budget. Such assurances shall apply to Consultant to the same extent as SCAG, and include but are not limited to the following areas:
 - (1) Standard Assurances
 - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions

- (3) Drug Free Work Place Agreement
- (4) Intergovernmental Review Assurance
- (5) Nondiscrimination Assurance
- (6) Nondiscrimination on the Basis of Disability
- (7) Certification and Assurances required by the U.S. Office of Management and Budget
- (8) State of California Form CCC 04/2017, incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

- c. Furnish documentation at no cost to VCOG and/or SCAG to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.
- d. Clean Air; Clean Water Act. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to: (1) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and (2) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Consultant agrees to report each violation of either of the foregoing to SCAG and understands and agrees that the SCAG will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

32. Contract Award

All Subconsultant contracts containing funds provided under this Agreement are required to be competitively procured and awarded consistent with applicable State and local regulations.

33. Cost Principles

- a. Consultant agrees to comply with the following if Federal funds are to be provided under this Agreement, or if expressly required by the State funding source:
 - (1) "Cost Principles for State, Local, and Indian Tribal Governments," and successors thereto, shall be used to determine the allowability of individual project cost items, and
- b. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either VCOG, The State of California, Department of Housing and Community Development or other State or authorities to be unallowable are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due VCOG within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, VCOG is authorized to withhold future payments due Consultant.
- c. Consultant agrees to furnish documentation to VCOG to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

34. Stop Work

- a. VCOG may, at any time, by written Stop Work Order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Consultant, and for any further period to which VCOG authorizes. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within ninety (90) days after a Stop Work Order is delivered to the Consultant, or within any extension of that period by VCOG, VCOG shall either:
 - (1) Cancel the Stop Work Order; or
 - (2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause

of this Agreement.

- b. If a Stop Work Order is issued under this section, VCOG shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Agreement shall be modified, in writing, accordingly.

35. Flow-Down Provisions

Any subcontract, of any tier entered into by the prime consultant as a result of this Agreement shall be written, executed subsequent to the prime consultant executing its contract with VCOG within a reasonable time, and shall contain the following provisions of this Agreement:

Section 6 (Funding Requirements);
Section 10 (Invoicing for Payment);
Section 11 (Invoicing Format and Content);
Section 13 (Satisfactory Performance)
Section 16 (Inspection of Work);
Section 17 (Written and Electronic Version of Work Products and Related Work Materials);
Section 18 (Ownership, Confidentiality, Use of Work Products and Inventions);
Section 19 (Termination);
Section 20 (Compliance with Laws, Rules, and Regulations);
Section 21 (Independent Contractor);
Section 22 (Conflict of Interest);
Section 23 (Contingency Fees or other Unlawful Consideration);
Section 24 (Release of Information);
Section 25 (Disputes);
Section 26 (Indemnity);
Section 27 (Non-Discrimination/Equal Employment Opportunity);
Section 29 (Records Retention and Audits);
Section 30 (State Lobbying Activities Certification);
Section 31 (Certifications and Assurances);
Section 32 (Contract Award); and
Section 33 (Cost Principles)

Upon VCOG's request, the consultant shall provide VCOG a copy of any subconsultant agreement.

36. Notice

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

Mr. Hugh Riley, Executive Director
Ventura Council of Governments
33 High Street, Suite 200
Moorpark, CA 93012
(e-mails: ridgeriley@msn.com)

Ramin Massoumi, PE
Senior Vice President and General Manager
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705
(949) 270-9527
rmm@iteris.com

37. Severability

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

38. Survival

The following sections survive expiration or termination of this Agreement:

Section 17 (Written and Electronic Versions of Work Products, Related Work Materials and Inventions)
Section 18 (Ownership, Confidentiality, and Use of Work Products)
Section 24 (Release of Information)
Section 25 (Disputes)
Section 26 (Indemnity)
Section 29 (Records Retention and Audits)
Section 40 (Jurisdiction and Venue)
Section 55 (Third Party Beneficiaries)

39. Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of the Agreement shall control. In the event of any conflict between the following documents, the order of precedence shall be as follows:

- Amendment(s) to Contract No. 2021-02
- Contract No. 2021-02
- Exhibits
- State of Californian's General Terms and Conditions and REAP General Terms and Conditions

40. Jurisdiction and Venue

This Agreement shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws Subject to the arbitration requirements in Section 25 (Disputes) requiring that all disputes arising under this Agreement be addressed in arbitration, both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

41. Waiver

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

42. Standard of Care

Consultant shall perform the Services under this Agreement in accordance with generally accepted industry standards, practices, and principles applicable to such Services. Without waiver of VCOG's other rights or remedies, VCOG may require Consultant to re-perform any of said Services which were not performed in accordance with these standards at no cost to VCOG.

43. Insurance

Consultant shall procure and maintain throughout the Term of this Agreement the minimum required insurance, as set for below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subcontracts, agents, representatives, or employees. 32

- a. Minimum Scope of Insurance – Coverage shall be at least as broad as:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
 - (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
 - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - (4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.
- b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:
- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
 - (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
 - (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per claim and aggregate. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.
- c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) VCOG, its subsidiaries, officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to VCOG, its members, subsidiaries, officials and employees.
 - (2) For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects VCOG, its members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by VCOG shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to VCOG, its members, subsidiaries, officials and employees.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to VCOG, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of VCOG, its officers, agents, employees and volunteers.

- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by VCOG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted or approved insurers with a current A.M. Best's rating of no less than A, unless otherwise approved by VCOG.
- f. Verification of Coverage – Upon request, Consultant shall furnish VCOG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by VCOG before work commences. Upon request of VCOG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

44. Force Majeure

Neither VCOG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control or cause of VCOG or Consultant; provided, however, that the party seeking to avail itself of the provisions of this Section 44 shall notify the other party in writing not later than ten (10) days from the first instance of the event that the party claims excuses or delays its performance and, if timely notice is not provided, then such party's performance or failure shall not be deemed excused or delayed. Any delay or excuse of performance shall only continue on a day-for-day basis for the length of the noticed event.

45. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written Amendment thereto.

46. Execution of Amendment No. 1

This Amendment No. 1 may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Amendment.

47. Effective Date

The Effective Date of this Amendment shall mean the date (meaning the last date indicated below) that the Parties have fully executed this Amendment.

48. Notice of Performance Evaluation

In accordance with Public Contracting Code Section 10367, each consultant under contracts value at \$5,000 or more shall be advised in writing on a standard contract form that his or her performance, or the firm's performance under the contract will be evaluated.

49. Use of Name

Neither party shall use the name, trade name, or trademark or other designation of SCAG or the other party or its affiliates in connection with any products, promotions, or advertising without the prior written permission of the other party.

50. Recycling Certification

By executing this Agreement the Consultant certifies, under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

51. Antitrust Claims:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

52. Child Support Compliance Act

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

53. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Consultant shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

54. Loss Leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Cont. Code Section 10344(e).)

55. Third Party Beneficiaries

Other than with respect to SCAG as provided in this section, there are no third party beneficiaries to this Agreement. VCOG and Consultant agree that SCAG is an intended third party beneficiary of this Agreement, but has no obligations whatsoever hereunder. As a third party beneficiary, SCAG shall have the right, but not the duty or obligation, to enforce the provisions of this Agreement with respect to those rights pertaining to SCAG's interests specified herein.

IN WITNESS WHEREOF, the VCOG and Iteris, Inc. have caused this Agreement to be executed by their duly authorized representatives.

Ventura Council of Governments
("VCOG")

Iteris, Inc.
("Consultant")

Elaine Litster
Chair

Ramin Massoumi
Senior Vice President and General Manager

Date

Date

Approved as to Form:

Hugh Riley, Executive Director

INTENTIONALLY LEFT BLANK

EXHIBIT A – SCOPE OF WORK

The consultant shall perform the following Tasks.

TASK D

Current consultant to investigate and report an alternative Induced Demand elasticity factor.

Induced Demand

Assess induced demand conditions in the County of Ventura within the context of the local and regional roadway system, multimodal transportation infrastructure, housing, SOAR and peer county approaches.

Affordable Housing

Assess the applicability, effectiveness and mechanism of affordable housing funding for use in mitigation of VMT transportation impacts for development, land use plan and transportation project impacts.

CEQA Streamlining Implementation Coordination

Meet with each City/County staff representatives from Public Works and Community Development/Planning to determine the use and applicability of the AMP in addressing CEQA transportation issues. One to two follow up responses for consulting advice for approach to CEQA in context of AMP.

Deliverables

1. Induced Demand Memorandum
2. Affordable housing memorandum
3. Up to 20 coordination meetings with agency staff to advise on CEQA VMT and effective approaches to analysis and mitigation.
4. After report on support activities.

TASK E

Current consultants to develop and implement a “VMT AMP Road Show”

Develop a “VMT AMP Road Show” educational campaign to explain VMT and promote the VMT reduction by placing housing near transit and multimodal mobility areas using a variety of formats leveraging social media and alternative communication tools. The goal is to address concerns often raised by existing communities about the traffic and parking impacts of infill housing development and ultimately to build support for proposed and planned housing.

Key target audiences include Planning Commissions, Planning Department Staff, elected officials, housing advocates, underrepresented disadvantaged communities (with translation as needed), and the general community. The Road Show will borrow from the SCAG Go Human campaign concept, producing tools and messages that could be used throughout Ventura County and the broader SCAG region, and beyond. The Road Show will translate complex technical information on VMT and land use planning into digestible, easy-to-understand, and memorable messages, and identify champions within the county who can help to communicate these messages.

Project Management & Meetings

Participate in a kick-off meeting to better understand project goals and challenges. Participate in bi-weekly meetings with client/prime as appropriate (virtual) and regular coordination.

Campaign Development

Develop a Strategic Campaign Plan (5 to 6 page document outlining the campaign goals, audiences, communication tools, schedule, and campaign messaging - both standard messaging and custom messaging targeted to specific audiences). Prepare a unique project brand, logo, and style guide for the campaign to support the message and create an easily recognizable identity. Develop and maintain a database documenting potential campaign champions and partners that includes the organization or entity and contact information.

Communication Tools

Develop a suite of communication tools/materials for the campaign and related Road Show, including:

- Website content for VCTC hosted website
- Short PPT with script (assume 10-12 minute presentation)
- Educational poster (24 x 36 format)
- Fact sheet/handout (two-page)
- Social media posts + graphics (6)
- Digital advertisements – 2 (Facebook or Google)
- E-blast content
- Partner toolkit (repackaging materials above to share with campaign partners)

Assumptions:

- ✓ Key communication tools will be provided in both English and Spanish
- ✓ Deliverables assume one round of consolidated client review
- ✓ One draft and one final copy of each communication tool in PDF, PPT, JPG, or other digital format
- ✓ Period of performance through November 2023 through March 2024

VCTC will print, distribute and deploy communication tools and roadshows

Budget


		Rincon	Iteris	Circlepoint	Total
Task D	Project Management & Meetings	13,320	7,000	4,180	24,500
	Induced Demand Memorandum	3,000	4,500	-	7,500
	Affordable Housing Memorandum	2,000	6,000	-	8,000
Task E	Campaign & Asset Development	-	-	19,884	19,884
	Communication Tools	-	-	18,380	18,380
	Translation	-	-	1,736	1,736
	Total	18,320	17,500	44,180	80,000



MEMORANDUM

Item 8A.

TO: Council Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Approve VCOG 2023 Program of Priorities

DATE: January 11, 2024

Recommendation:

Review, discuss and Approve proposed 2024 VCOG Program of Priorities as recommended by the VCOG Administrative Committee.

Discussion:

This report transmits the proposed VCOG 2024 Program of Priorities and changes as recommended by the Administrative Committee at their November 16, 2023 Committee Meeting. Changes to the Program of Priorities recommended by the Administrative Committee are marked in the Legislative Format of the document attached.

A clean copy of the program is also attached.

ATTACHMENT: 1. Propose VCOG 2024 Program of Priorities- In Legislative Format
2. Propose VCOG 2024 Program of Priorities- Clean Copy



VCOG 2024³ PROGRAM OF PRIORITIES

2016-2040 Sustainable Communities Strategy

Collaboration with Regional Partners

Regional solutions for municipal services

- Public safety dispatch services
- Animal Services
- Graffiti abatement

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

- Redundancy
- Speed or Band Width
- Inequities

Economic Development

- Business retention/attraction issues
- Sales tax measures
- On-line sales impacts to local revenues
- Economic stimulus measures ~~such as enterprise zones~~

Homelessness

Housing Issues

- Addressing Substandard Housing
- Second Dwelling Unit (REAP Program)
- Displacement
- Local control of land use
- Affordability (REAP Program)

Infrastructure Funding Issues

- Water Supply Reliability/sustainability
- Sustainable Groundwater Management
- Clean sustainable waterways, beaches, and harbors
- Develop storm water capture, storage and reuse
- Treatment and reuse of wastewater

Legislative Advocacy (See Legislative Program)

Energy resource sustainability

Solid Waste Management

- Landfill Capacity and Emerging Waste-to-Energy Technology

Technology Trends in Transportation

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

| Short-term - Rentals Impacts



VCOG 2024 PROGRAM OF PRIORITIES

2016-2040 Sustainable Communities Strategy

Collaboration with Regional Partners

Regional solutions for municipal services

- Public safety dispatch services
- Animal Services
- Graffiti abatement

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

- Redundancy
- Speed or Band Width
- Inequities

Economic Development

- Business retention/attraction issues
- Sales tax measures
- On-line sales impacts to local revenues
- Economic stimulus measures

Homelessness

Housing Issues

- Addressing Substandard Housing
- Second Dwelling Unit (REAP Program)
- Displacement
- Local control of land use
- Affordability (REAP Program)

Infrastructure Funding Issues

- Water Supply Reliability/sustainability
- Sustainable Groundwater Management
- Clean sustainable waterways, beaches, and harbors
- Develop storm water capture, storage and reuse
- Treatment and reuse of wastewater

Legislative Advocacy (See Legislative Program)

Energy resource sustainability

Solid Waste Management

- Landfill Capacity and Emerging Waste-to-Energy Technology

Technology Trends in Transportation

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


Short-term - Rentals Impacts



MEMORANDUM

Item 8B.

TO: Council Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Review and Approve - 2023 VCOG Legislative Program

DATE: January 11, 2024

Recommendation:

Approve proposed VCOG Legislative Program for 2024 as recommended by the VCOG Administrative Committee.

Discussion:

This report transmits the proposed VCOG 2024 Legislative Program as recommended by the Administrative Committee at their November 16, 2023 Committee Meeting. Changes to the Program recommended by the Administrative Committee are marked in the Legislative Format of the document attached.

A clean copy of the Program is also attached

ATTACHMENT: 1. Proposed - VCOG 2023 Legislative Program- Legislative Format
2. Proposed - VCOG 2023 Legislative Program- Clean Copy



VENTURA COUNCIL OF GOVERNMENTS

VENTURA COUNCIL OF GOVERNMENTS 2024³ LEGISLATIVE PROGRAM

PURPOSE

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

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

PROCESS

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

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

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

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

PRIORITIES

| The primary priority areas for VCOG's 2024⁴⁰ Legislative Program include:

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

LEGISLATIVE PLATFORM

A. LAND USE AND ENVIRONMENT

- Support legislation to extend CEQA streamlining provisions for land use projects that are consistent with the SCAG Sustainable Communities Strategy.
- Support use of cap-and-trade revenues and other funding sources for local planning activities to implement the regional Sustainable Communities Strategy.
- Seek to ensure any future funding for SB 375 (Sustainable Communities and Climate Protection Act of 2008) implementation, and similar legislation, including funding for local initiatives.
- Support legislation that would streamline the environmental review process without compromising environmental quality standards or the public's ability to review and comment.
- Support legislation and/or funding for remediation of superfund sites.

B. HOUSING AND BLIGHT

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

- Support legislation that provides funding opportunities for affordable housing projects and services.
- Support legislation that addresses occupancy levels and strengthens cities' abilities to reduce overcrowding in residential housing while maintaining adequate parking.
- Support permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building, and safety standards.
- Support legislation that defines an equitable process to determine a fair share of new housing needed to respond to growth trends in the region.
- Oppose legislation or regulations that threaten or usurp local control of land use decision-making.
- Support legislation that recognizes the importance of local government jurisdiction regarding planning and zoning issues.
- Support legislation that provides funding for implementing programs to prevent and address homelessness.
- Support Regional Housing Needs Assessment (RHNA) reform.

C. ECONOMIC DEVELOPMENT

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

D. PUBLIC INFRASTRUCTURE

- Support legislation to provide stable, adequate, and long-term funding for public infrastructure needs including but not limited to transportation alternatives, streets and roads maintenance, water and wastewater systems, and broadband systems.
- Support legislative efforts of the Ventura County Transportation Commission, SCAG, Caltrans, and other appropriate agencies to protect transportation funds from being diverted to other purposes.
- Support State funding for a weigh station (Commercial Vehicle Enforcement Facility) along SR118 between Somis and Moorpark.
- Support legislative efforts to provide flexibility between capital and operations funding for transit.
- Support efforts of the League of California Cities, California State Association of Counties, Association of California Water Agencies, and California Association of Sanitation Agencies to establish an optional funding system for local agencies to finance storm water management, flood control, sewer and water supply projects, set rates to encourage conservation, and reduce water and sewer bills for low income customers.

E. SOLID WASTE MANAGEMENT

- Support legislation pertaining to VCOG's responsibility for approval of the regional solid waste plan.
- Support legislation that promotes long-term, cost beneficial recycling and conversion technologies.
- Support extended producer responsibility (EPR) legislation that encourages manufacturers to design environmentally friendly products.
- Oppose legislation that would restrict or limit local government's ability to franchise refuse and recycling collection services, to direct municipal or county solid waste flow (flow control), to contractually require haulers to guarantee achievement of AB 939 and SB 1383 goals, or to local government's ability to protect landfill capacity.

F. PUBLIC SAFETY

- Support legislative efforts that strengthen ~~local~~ law enforcement's ability to prevent and reduce crime, and support enhanced penalties.
- Support funding opportunities for ~~local~~ law enforcement activities and emergency preparedness.

- Support increased local authority and resources to address impacts of early prisoner release policies and criminal recidivism.
- Support legislation that provides funding and resources to local governments to prevent wildfires, mudslides, and other disasters.
- Support Public Safety Power Shutoffs prevention and mitigation efforts

G. RESOURCES MANAGEMENT

- Support and encourage regulations and procedures that promote common sense implementation of State and Federal water quality control laws, and ensure State and Federal agencies work in collaboration to enable compliance with these laws.
- Support legislation to increase the availability and viability of energy efficiency and renewable energy options for public agencies, residential, and commercial customers.
- Support programs to ensure provision of a safe and reliable water supply.
- Oppose legislation that imposes new regulatory burdens on municipal utility systems without providing funding and/or consideration of the feasibility of monitoring and mitigating such requirements.

H. LOCAL GOVERNANCE SUSTAINABILITY

- Support legislation that protects local control and ensures equitable, dependable and predictable funding for vital community services.
- Support legislation that protects planning sovereignty of all land within jurisdictions geographic boundaries.

I. PUBLIC HEALTH

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



VENTURA COUNCIL OF GOVERNMENTS

VENTURA COUNCIL OF GOVERNMENTS 2024 LEGISLATIVE PROGRAM

PURPOSE

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

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

PROCESS

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

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

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

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

PRIORITIES

The primary priority areas for VCOG's 2024 Legislative Program include:

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

LEGISLATIVE PLATFORM

A. LAND USE AND ENVIRONMENT

- Support legislation to extend CEQA streamlining provisions for land use projects that are consistent with the SCAG Sustainable Communities Strategy.
- Support use of cap-and-trade revenues and other funding sources for local planning activities to implement the regional Sustainable Communities Strategy.
- Seek to ensure any future funding for SB 375 (Sustainable Communities and Climate Protection Act of 2008) implementation, and similar legislation, including funding for local initiatives.
- Support legislation that would streamline the environmental review process without compromising environmental quality standards or the public's ability to review and comment.
- Support legislation and/or funding for remediation of superfund sites.

B. HOUSING AND BLIGHT

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

- Support legislation that provides funding opportunities for affordable housing projects and services.
- Support legislation that addresses occupancy levels and strengthens cities' abilities to reduce overcrowding in residential housing while maintaining adequate parking.
- Support permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building, and safety standards.
- Support legislation that defines an equitable process to determine a fair share of new housing needed to respond to growth trends in the region.
- Oppose legislation or regulations that threaten or usurp local control of land use decision-making.
- Support legislation that recognizes the importance of local government jurisdiction regarding planning and zoning issues.
- Support legislation that provides funding for implementing programs to prevent and address homelessness.
- Support Regional Housing Needs Assessment (RHNA) reform.

C. ECONOMIC DEVELOPMENT

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

D. PUBLIC INFRASTRUCTURE

- Support legislation to provide stable, adequate, and long-term funding for public infrastructure needs including but not limited to transportation alternatives, streets and roads maintenance, water and wastewater systems, and broadband systems.
- Support legislative efforts of the Ventura County Transportation Commission, SCAG, Caltrans, and other appropriate agencies to protect transportation funds from being diverted to other purposes.
- Support State funding for a weigh station (Commercial Vehicle Enforcement Facility) along SR118 between Somis and Moorpark.

Support legislative efforts to provide flexibility between capital and operations funding for transit,

- Support efforts of the League of California Cities, California State Association of Counties, Association of California Water Agencies, and California Association of Sanitation Agencies to establish an optional funding system for local agencies to finance storm water management, flood control, sewer and water supply projects, set rates to encourage conservation, and reduce water and sewer bills for low income customers.

E. SOLID WASTE MANAGEMENT

- Support legislation pertaining to VCOG's responsibility for approval of the regional solid waste plan.
- Support legislation that promotes long-term, cost beneficial recycling and conversion technologies.
- Support extended producer responsibility (EPR) legislation that encourages manufacturers to design environmentally friendly products.
- Oppose legislation that would restrict or limit local government's ability to franchise refuse and recycling collection services, to direct municipal or county solid waste flow (flow control), to contractually require haulers to guarantee achievement of AB 939 and SB 1383 goals, or to local government's ability to protect landfill capacity.

F. PUBLIC SAFETY

- Support legislative efforts that strengthen law enforcement's ability to prevent and reduce crime, and support enhanced penalties.
- Support funding opportunities for law enforcement activities and emergency preparedness.
- Support increased local authority and resources to address impacts of early prisoner release policies and criminal recidivism.

- Support legislation that provides funding and resources to local governments to prevent wildfires, mudslides, and other disasters.
- Support Public Safety Power Shutoffs prevention and mitigation efforts

G. RESOURCES MANAGEMENT

- Support and encourage regulations and procedures that promote common sense implementation of State and Federal water quality control laws, and ensure State and Federal agencies work in collaboration to enable compliance with these laws.
- Support legislation to increase the availability and viability of energy efficiency and renewable energy options for public agencies, residential, and commercial customers.
- Support programs to ensure provision of a safe and reliable water supply.
- Oppose legislation that imposes new regulatory burdens on municipal utility systems without providing funding and/or consideration of the feasibility of monitoring and mitigating such requirements.

H. LOCAL GOVERNANCE SUSTAINABILITY

- Support legislation that protects local control and ensures equitable, dependable and predictable funding for vital community services.
- Support legislation that protects planning sovereignty of all land within jurisdictions geographic boundaries.

I. PUBLIC HEALTH

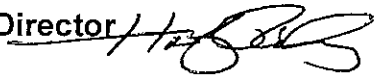
- Support legislation that protects public health and preserves quality of life.
- Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.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



MEMORANDUM

Item 8C.

TO: Council Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Report from Ventura County Staff on the Status of Activities to address the Homeless Situation in Ventura County. .

DATE: January 11, 2024

Recommendation: Receive Report from Ventura County Staff on the status of Programs and active projects to address the homeless situation in Ventura County. **Action:** Receive Report and Discuss.

Discussion: Representatives from the Ventura County Continuum of Care Staff, the Ventura County Health Care Agency, Human Services Agency, Ventura County Behavioral Health and the Sheriff's Office will highlight some of their initiatives addressing homelessness.

In January 2023, the Board of Supervisors authorized County Executive Office staff to enter into a contract with LeSar Development Consultants, in coordination with the cities of San Buenaventura, Oxnard and Thousand Oaks (contributing \$25,000 each) at a total cost not to exceed \$175,000. The engagement included a qualitative and quantitative analysis of the homeless services system and the development of actionable recommendations that align with the current 2019 Ventura County Plan to Prevent and End Homelessness.

LeSar analyzed information and identified a variety of strengths and weaknesses in our current homelessness system. The qualitative analysis included in-person and remote interviews with policymakers, focus groups with partner agencies including both housing and service providers and, as prioritized by the Board and our partner cities, persons with lived experience.

The Updated Plan presents the results of the activity and will guide the county's future efforts to end homelessness

ATTACHMENT: 1. Report to VCOG on the Updated Plan to Prevent and End Homelessness
2. Ventura County Homelessness Plan- December 2023 (*Table of Contents and Executive Summary Only. The complete plan is available upon Request.*)



COUNTY of VENTURA

COUNTY EXECUTIVE OFFICE

January 11, 2024

Presentation to the Ventura Council on Governments (VCOG) on the Updated Plan to Prevent and End Homelessness

The Updated Plan to Prevent and End Homelessness includes eight next steps to promote short and long-term housing options with wrap-around services to foster well-being and self-sufficiency for individuals experiencing homelessness and stabilizes the safety-net by meeting basic needs for the most vulnerable members of our community.

In January 2023, the Board of Supervisors authorized County Executive Office staff to enter into a contract with LeSar Development Consultants, in coordination with the cities of San Buenaventura, Oxnard and Thousand Oaks (contributing \$25,000 each) at a total cost not to exceed \$175,000. The engagement included a qualitative and quantitative analysis of the homeless services system and the development of actionable recommendations that align with the current 2019 Ventura County Plan to Prevent and End Homelessness.

Following a series of in-person group and individual interviews, online community and provider surveys and an analysis of local data, LeSar analyzed information and identified a variety of strengths and weaknesses in our current homelessness system. The qualitative analysis included in-person and remote interviews with policymakers, focus groups with partner agencies including both housing and service providers and, as prioritized by the Board and our partner cities, persons with lived experience. Included with LeSar's quantitative analysis, was a review of our Point in Time Count trends, Homeless Management Information System data, and an assessment of current housing resources including a review of housing development currently in the pipeline. Based upon this information, the recommendations contained in the attached report are designed to enhance and improve aspects of the system that are working well, and either eliminate or ameliorate what is impeding positive outcomes by recommending next steps in accordance with their findings.

Among the system strengths, they identified a strong commitment from service providers, adoption of innovative and effective approaches including Housing First and Trauma-informed care, prioritizing the most vulnerable through the Ventura County Continuum of Care's Coordinated Entry System, and efficient utilization of temporary funding to scale interim and permanent housing options. The key weaknesses identified were an imbalance between entries and exits from the homeless service system, lack of housing resources affordable to extremely low-income households, fragmented response to unsheltered homelessness, substandard data collection and utilization, and insufficient inclusion of persons with lived experience in formulating recommendations and strategies.

Both the strengths and weaknesses are discussed in greater detail in the attached plan. Based on the quantitative and qualitative analysis, LeSar identified five action areas:

- Action Area 1: Housing Prioritization & Funding
- Action Area 2: Regional Coordination & Leadership
- Action Area 3: Outreach & Service Delivery
- Action Area 4: Data-Driven Decision Making
- Action Area 5: Representation & Inclusivity

Each of the action areas includes next steps that, when implemented, will help achieve the goals within. Some recommendations address multiple action areas, as there's significant overlap and interconnectivity within the homeless services system. The following recommendations were identified in the study as having the most potential for improvement, and thus should be prioritized to move toward making homelessness rare, brief, and non-recurring in Ventura County:

1. Utilize a ratio framework to prioritize investments in permanent housing and homelessness prevention to bring the system into balance. Due to a lack of housing resources, people who have been prioritized and qualified for permanent supportive housing and rapid rehousing resources have been languishing in interim housing/emergency shelters for several years.
2. Establish a permanent funding source for housing, services support, and homelessness prevention.
3. Create and hire a Homelessness Solutions Director.
4. Create and hire a Housing Solutions Director.
5. Establish a "Command Center" for coordinated multi-disciplinary team (MDT) outreach.
6. Expand and standardize engagement approaches and delivery of supportive service methodologies using person-centered models.
7. Establish a comprehensive real-time and interactive database to facilitate improved connection to services, prioritization, and tracking outcomes. Increasing the capacity of the Homeless Management Information System to provide data to inform policy, allocate resources to fill gaps, and ensure program effectiveness.
8. Prioritize persons with lived experience in planning and decision-making.

These recommendations, and the resources likely necessary for their implementation, were not estimated as a part of this study. County Executive Office staff will return to the Board of Supervisors with a series of recommendations and alternatives for consideration. An assessment of cost, potential resources to pay for implementation and timing options for strategically phasing their rollout will be included.

A complete list of agencies and organizations who contributed to the development of this analysis is included on page 4 of the attached plan. We wish to thank everyone for their time and dedication to addressing the needs of some of the most vulnerable members of our community.

Jennifer Harkey, MPA
VC CoC Program Director
Ventura County Continuum of Care (VC CoC)
County Executive Office
805-658-4342
Jennifer.Harkey@ventura.org

Exhibit 1: Updated Plan to Prevent and End Homelessness

Ventura County Homelessness Plan

December 2023



VENTURA COUNTY
CONTINUUM OF
CARE ALLIANCE

ENDING HOMELESSNESS
IN VENTURA COUNTY



COUNTY of
VENTURA

Table of Contents

1	Executive Summary
2	Acknowledgements
3	Priority Values
4	Homelessness and Affordable Housing in Ventura County
4	Homelessness
4	Affordable Housing
5	Homelessness Gaps Analysis

VENTURA COUNTY HOMELESSNESS PLAN

9	Overview of Plan
10	Action Area 1: Housing Prioritization & Funding
11	Action Area 2: Regional Coordination & Leadership
12	Action Area 3: Outreach & Service Delivery
13	Action Area 4: Data-Driven Decision Making
13	Action Area 5: Representation & Inclusivity
15	Applying the 5-Year Plan to the City of Oxnard
18	Applying the 5-Year Plan to the City of San Buenaventura
22	Applying the 5-Year Plan to the City of Thousand Oaks
25	Glossary

APPENDIX

28	Tabulated 5-Year Homelessness Plan
28	County of Ventura
33	City of Oxnard
37	City of San Buenaventura
41	City of Thousand Oaks
44	Methodology
44	Quantitative
44	Qualitative
45	Lived Experience Feedback
45	Key Findings
46	1:4:10 Ratio Framework
46	Predictive Methodology
47	HMIS Model for Number of Persons Experiencing Homelessness
47	Projected New Persons Experiencing Homelessness in a Given Year/ Projected Needs for Homelessness Prevention & Diversion
47	Projected Needs for Interim Housing (IH)
49	Projected Needs for Permanent Supportive Housing (PSH)
50	Projected Needs for Rapid Rehousing (RRH)
51	Alignment with Existing Frameworks
51	United States Interagency Council on Homelessness (USICH)- ALL IN: The Federal Strategic Plan to Prevent and End Homelessness
52	California Interagency Council on Homelessness Action Plan for Preventing and Ending Homelessness
53	Ventura County Plan to End and Prevent Homelessness (2019)
54	AT HOME: A Comprehensive Plan To Address Homelessness

Executive Summary

Ventura County recognizes that addressing homelessness requires a systems-level approach, one that addresses many of the root factors that contribute to homelessness. Ventura County has worked to identify and address system needs and gaps by engaging LeSar Development Consultants (LDC) to develop a Five-Year Homelessness Plan. The Cities of Oxnard, San Buenaventura, and Thousand Oaks partnered with Ventura County throughout the process and obtained jurisdiction specific goals and next steps that are aligned with the County framework to meet local needs.

The first stage of this process included an analysis of strengths and gaps within the system. LDC utilized a mixed methods approach to identify several system-level strengths and challenges. The strengths of the homelessness response system include:

- Strong commitment from service providers
- The adoption of effective and innovative approaches like Housing First and Trauma-Informed Care
- Prioritization of the most vulnerable individuals by way of the Coordinated Entry System
- Multi-agency collaboration among partners
- Demonstrated ability to quickly scale up homelessness resources when increased funding is available

The homelessness response system faces several key challenges:

- A system flow imbalance, with entries into homelessness outpacing exits, requiring increased prevention services and permanent housing options
- The lack of affordable housing for low and extremely low-income households
- A fragmented regional approach that necessitates dedicated staff for coordination
- Geographic disparities in service availability, calling for a unified and person-centered approach
- Substandard data collection and utilization, requiring improvements and expanded features of the Homeless Management Information System
- Insufficient inclusion of people with lived experience, requiring trust to be rebuilt to improve the system performance

LDC, with assistance from the County, CoC, partnering jurisdictions, regional stakeholders, and people with lived experience, created goals that enumerate actionable steps to address homelessness in Ventura County. The Plan focuses on the following five action areas.

Action Area 1: Housing Prioritization & Funding

Action Area 2: Regional Coordination & Leadership

Action Area 3: Outreach & Service Delivery

Action Area 4: Data-Driven Decision Making

Action Area 5: Representation & Inclusivity

Each action area includes next steps that, when implemented, will help to achieve the goals of the action area. Goals of the Homelessness Plan include the following:

1. Utilize a 1:4:10 ratio framework to prioritize investments in permanent housing and homelessness prevention.
2. Establish a permanent funding source for housing, services support, and homelessness prevention.
3. Create and hire a Homelessness Solutions Director.
4. Create and hire a Housing Solutions Director.
5. Establish a "Command Center" for coordinated multi-disciplinary team (MDT) outreach.
6. Expand and standardize engagement approaches and supportive service delivery.
7. Establish a comprehensive real-time and interactive database.
8. Prioritize lived experience in planning and decision-making.

This Homelessness Plan will help facilitate the strategic pursuit of funding and investment to improve system performance and can inform and educate elected officials, community members, and other regional stakeholders on the public benefits of addressing homelessness. It has the components needed to shape the homelessness response system in Ventura County over the next five years, moving toward a system where homelessness is rare, brief, non-recurring.