



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

MÉMORANDUM

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 VCOFG 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

ITEM 7B.

MEMORANDUM

TO: VCOG Members and Alternates
FROM: Hugh R. Riley, Executive Director
SUBJECT: Financial Report *H. Riley*
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%



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



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