

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION**  
**AND THE VENTURA COUNCIL OF GOVERNMENTS**  
**TO DEVELOP A VEHICLE MILES TRAVELLED ADAPTIVE MITIGATION PROGRAM**  
**UTILIZING REGIONAL EARLY ACTION PLANNING GRANT FUNDS**  
**FY 2020-2021 AND FY 2021-2022**

This MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) and the VENTURA COUNCIL OF GOVERNMENTS (VCOG) for the purpose of performing the planning activities specified as follows:

WHEREAS, Senate Bill (SB) 743 requires that, effective July 1, 2020, traffic congestion and vehicle delay typically measured by Level of Service (LOS) are no longer defined as a transportation or circulation topic for analysis and/or as having significant adverse impact(s) on the environment under the California Environmental Quality Act (CEQA), and, instead, shifts to Vehicle Miles Travelled (VMT) as the measure of transportation impacts, which is intended to balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas (GHG) emissions; and

WHEREAS, VCOG received a Regional Early Action Planning (REAP) grant from the California Department of Housing and Community Development, via the Southern California Association of Governments (SCAG), to develop and adopt a regional VMT Adaptive Management Mitigation Program for optional use by any CEQA lead agency; and

WHEREAS, the VMT Adaptive Management Mitigation Program will focus on ways to enable housing production in harmony with the unique geographic, economic, and planning context of Ventura County; and

WHEREAS, VCTC serves as the regional transportation planning agency for Ventura County, and VCTC owns and administers the Ventura County Traffic Model (VCTM) that can be used to calculate VMT at the Traffic Analysis Zone (TAZ), City, and County level to enable VCOG jurisdictions to establish baseline VMT, VMT thresholds of significance, CEQA project impacts, cumulative impacts, and mitigations, if needed; and

WHEREAS, VCOG requires VCTC project management support and technical expertise to assist VCOG in developing the VMT Adaptive Management Mitigation Program:

NOW, THEREFORE, VCTC and VCOG DO HEREBY AGREE as follows:

1. In coordination with VCTC, VCOG will contract for consultant services to perform public outreach, stakeholder coordination, prepare technical meetings and agendas, review traffic model and other data, conduct economic and programmatic studies, develop a VMT Adaptive Management Mitigation Program, appear at any necessary public meetings, and oversee the work of the consultant.

2. VCTC will collaborate with VCOG to prepare and circulate a Request for Proposal (RFP), evaluate proposals, and select one or more expert consultants to assist in developing the VMT Adaptive Management Mitigation Program in compliance with applicable laws and procurement policies and practices.
3. VCTC will collaborate with VCOG to oversee the work of the consultant and to develop the VMT Adaptive Management Mitigation Program. VCTC may incur reimbursable costs in an amount not to exceed \$60,000 for staff and other allowable costs, including legal counsel. Allowable costs include, but are not limited to, the following types of costs: staff time to prepare and review Requests for Proposals for consultant services and select consultant; coordination, facilitation and participation in meetings related to the program; review and comment on draft deliverables; data collection and analysis; use and analysis of the Ventura County Transportation Model (VCTM); and other staff time and administrative costs related to the development of the VMT Adaptive Management Mitigation Program. VCOG will reimburse VCTC for such staff and other allowable costs in an amount not to exceed \$60,000 unless an additional amount is agreed to by both parties prior to incurring such additional costs. The following VCTC staff positions are anticipated to participate, at actual VCTC billing rates in accordance with the approved VCTC budget for Fiscal Year 2020/2021 (Attachment A) and Fiscal Year 2021/2022 (in accordance with the applicable Fiscal Year):
  - a. Executive Director
  - b. Director of Planning and Policy
  - c. Program Manager – Transportation Planning
  - d. GIS/Planning Analyst
  - e. Program Manager – Government and Community Relations
4. VCTC performance of services shall continue until completion but no later than June 30, 2022, or as may be extended by mutual agreement between VCTC, VCOG, and SCAG.
5. VCTC and VCOG will coordinate and collaborate on scope of work, product descriptions, and schedules in accordance with this Memorandum of Agreement and with the SCAG and VCOG REAP Grant Agreement.
6. VCOG will be responsible for invoicing and related administrative tasks with SCAG, and VCTC agrees to provide invoicing and backup documentation to VCOG in a format and schedule required by SCAG in the REAP-VCOG agreement.

Signatures on the following page

This Memorandum of Agreement is effective upon signature by both parties.

Ventura Council of Governments

By: Jenny M Crosswhite  
Jenny Crosswhite, Chair

Ventura County Transportation Commission

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Approved as to Form

By: Hugh Riley  
Hugh Riley, Executive Director

By: \_\_\_\_\_  
Steve Mattas, General Counsel