



**VENTURA COUNCIL  
OF GOVERNMENTS**

**AGENDA**

**Thursday, March 8, 2018 - 5:00 p.m.  
City of Camarillo, Council Chambers  
601 Carmen Drive  
Camarillo, CA 93010**

**1. CALL TO ORDER AND FLAG SALUTE**

**2. ROLL CALL**

**3. PUBLIC COMMENT**

At this time, members of the public may comment on any item not appearing on the agenda upon completion of a speaker card. Individual Board Members may briefly respond to Public Comments or ask questions for clarification.

**4. EXECUTIVE DIRECTOR'S COMMENTS – Oral Report (Handout)**

**5. CONSENT CALENDAR**

- A. Summary of January 11, 2018 Meeting p. 3
- B. Financial Report p. 7
- C. Register of Warrants & Debit Card Transactions p. 22
- D. Legislative Program- Revisions - 2018 p. 25
- E. Legislative Update p. 30
- F. Agreement for Professional Services- Executive Director p. 37

**6. PRESENTATION ITEMS**

- A. Safe Passages Youth Foundation – Thousand Oaks Police Chief Tim Hegel will discuss the Safe Passages Foundation and goals to expand the program in Ventura County p. 52
- B. Housing Solutions Working Group - Matthew Fienup, Ph.D, Executive Director of the Center for Economic Research & Forecasting at Cal Lutheran University will provide details about the Housing Solutions Working Group in Ventura County. P .54

**MEMBERS**

City of Camarillo  
Jan McDonald, Member  
Tony Trembley, *Alternate*

City of Fillmore  
Carrie Broggie, Member  
Diane McCall, *Alternate*

City of Moorpark  
Janice Parvin, Member  
Dr. Roseann Mikos, *Alternate*

City of Ojai  
Randy Haney, Member  
Paul Blatz, *Alternate*

City of Oxnard  
Tim Flynn, Member  
Dorina Padilla, *Alternate*

City of Port Hueneme  
Sylvia Muñoz Schnopp, Member  
Will Berg, *Alternate*

City of San Buenaventura  
Matt LaVere, Member  
Cheryl Heitman, *Alternate*

City of Santa Paula  
John Procter, Member  
Jenny Crosswhite, *Alternate*

City of Simi Valley  
Bob Huber, Member  
Glen Becerra, *Alternate*

City of Thousand Oaks  
Al Adam, Member  
Joel Price, *Alternate*

County of Ventura  
Kelly Long, Member  
John Zaragoza, *Alternate*

**8. AGENCY REPORTS**

- A. Southern California Association of Governments
- B. Ventura County Transportation Commission
- C. League of California Cities
- D. Other Agencies

**9. BOARD MEMBER COMMENTS**

**10. REQUESTS FOR FUTURE AGENDA ITEMS**

Any Board Member may propose items for placement on a future agenda. Members may discuss whether or not the item should be placed on the agenda and the description of the agenda item.

**11. ADJOURNMENT – Next Meeting- May 10, 2018**

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).



## MEETING SUMMARY

January 11, 2018

5:00 p.m.

City of Camarillo, Council Chambers  
601 Carmen Drive, Camarillo, CA 93010

- 
1. **CALL TO ORDER –FLAG SALUTE** – The meeting was called to order by Chair Procter at 5:05 PM. The Flag Salute was recited.

2. **ROLL CALL**

John Procter, Chair, City of Santa Paula  
Bob Huber, Chair-Elect-City of Simi Valley  
Janice Parvin, Past Chair, City of Moorpark  
Jan McDonald, City of Camarillo  
Manuel Minjares for Carrie Broggie, City of Fillmore  
Matt LaVere, City of San Buenaventura  
Al Adam, City of Thousand Oaks  
Sylvia Munoz Schnopp, City of Port Hueneme  
Tim Flynn, City of Oxnard  
Randy Haney, City of Ojai

Absent: Kelly Long, County of Ventura, *(There were No Alternates for these Members)*

3. **PUBLIC COMMENT** – None

4. **SEATING OF 2017 VCOG CHAIR AND ELECTION OF 2018 VCOG CHAIR-ELECT**

John Procter relinquished the Office of Chair to Bob Huber–Chair-Elect. Chair Huber presented Procter with a Certificate of Recognition for his service as VCOG Chair from March 2017 to January 2018.

Chair Huber called for Nominations from the Board for the Office of Chair-Elect. Member Parvin nominated Jan McDonald, City of Camarillo for the Office of Chair-elect. There were no other nominations and Jan McDonald was elected Chair-elect by acclamation.

6. **EXECUTIVE DIRECTOR'S COMMENTS** – Oral Report

Executive Director Riley reported the following:

- **Proposition 64- Local Options Survey-** The VCOG Survey regarding local regulatory policy development for marijuana use for recreational and medical purposes has been completed. The final call for change went to the City Managers on January 2, 2018. The latest results were distributed to the Board.

- **SCAG Local Input & Envisioning Process for RHNA** – On December 8, 2017, City and County Manager's and Planning Directors received a letter regarding the process. I have copies of the letter. Frank Wen, PhD, Manager, Research & Analysis for SCAG will be meeting with the City Manager's Group on Thursday, January 18.
- **SCAG Earthquake Cohort** – The Ventura Cohort is moving along with good participation from Camarillo, Fillmore, Moorpark, Oxnard, Simi Valley, Thousand Oaks, Ventura and the County of Ventura. Moorpark has adopted an ordinance and many cities are in the process of assessing their vulnerabilities to infrastructure and building damage.
- **Ventura County Crop Report** – The overall value of Ventura County's crops dropped 4.2 percent from 2015 to 2016 according to the 2016 Ventura County Crop & Livestock Report released January 9, 2018. Strawberries and lemons are still the leading crops.
- **EDC-VC 21<sup>st</sup> Annual Meeting** – The Annual EDC-VC Meeting – “Energizing the Economy Through Entrepreneurship” is Thursday, January 18, 2018 at the Spanish Hills Country Club beginning at 3:00 p.m.
- **Administrative Committee**-The Committee will meet as scheduled on Thursday, January 25, 2018 at 4:00 p.m. in the Administrative Conference Room at Camarillo City Hall.
- **VCOG 2018 Proposed Meeting Schedule**- The proposed VCOG Meeting schedule including the full Council Meetings as well as the Administrative and Legislative Committee was included with agenda materials.
- In the absence of a Legislative Update Report, Riley advised that Senator Jackson was considering legislation to halt new federal offshore oil drilling and Assembly Member Irwin was considering Legislation to change internet generated, sale tax distribution from County pool to point of sale.

## 6. **CONSENT CALENDAR**

Since many of the Member Cities were presently reviewing and formulating legislative platforms, Riley recommended that Item 6D. Legislative Program-2018 be removed from the Consent Calendar and referred to the Legislative Committee. There was no objection.

- A. **Summary of November 9, 2017 Meeting**
- B. **Financial Report**
- C. **Register of Warrants & Debit Card Transactions**
- D. **Legislative Program- 2018**
- E. **2018 VCOG Program of Priorities**
- F. **2018 VCOG Meeting Schedule**

Member McDonald moved and Adam seconded approval of the balance of the Consent Calendar which was unanimously approved by the members present.

## **8. ORDER OF BUSINESS**

### **A. Appointment of 2018 VCOG Administrative Committee**

Riley explained that the VCOG Bylaws stipulate that Administrative Committee shall be composed the current VCOG Chair (Huber), Chair-Elect (McDonald), Immediate Past Chair (Procter) and other such members as shall be approved by the Governing Board. Approved practice in the past has been to include two Members-at-Large.

Member Haney inquired about serving on one or both of the committees. Haney will be advised of the next scheduled committee meeting(s) and provided with agenda materials so that he can participate. The Administrative Committee will review the VCOG Bylaws and determine future committee composition options and report back to the full Board on March 8, 2018.

Member Adam and Member Parvin volunteered to continue to serve on the Admin Committee.

Chair Huber appointed Member Parvin and Member Adam to the Administrative Committee. Member McDonald moved and Immediate Past Chair Procter to approve the appointments of Parvin and Adam. The motion was unanimously approved by the members present.

### **B. The Thomas Fire- 2017- "More than a Perfect Storm"**

Ventura County Fire Chief Mark Lorenzen and Dustin Gardner, Assistant Chief, Emergency Services Bureau for Ventura County were present to provide their assessment of the Thomas Fire. Chief Lorenzen began with an explanation the succession of the fire from its origin west of Santa Paula. He presented a Progression map and highlighted some of the more remarkable aspects of the fire's spread west to the City of Ventura and eventually north toward Montecito and Santa Barbara consuming nearly 284,000 acres (approximately 426 square miles).

Assistant Chief Gardner, who served as the Incident Commander for the County, provided details about the overall response from multiple agencies including area city departments, units from other California Counties and units from states as far away as Minnesota. He reported that as many as 8,900 fire fighters were deployed during various stages of the incident.

Chief Lorenzen remarked that the fire's impact, considering the major Santa Ana Winds and the vast amount of dry fuel available, while highly significant, could easily have been much more devastating but for the preparedness of the communities and the expertise of the responders.

There were questions from a number of Board Members following the presentation asked questions and all pledged the desire of their cities to support future initiatives to improve preparedness and planning for all natural disasters. As a group the Board complemented and thanked the Fire Department Officials.

**8. AGENCY REPORTS**

**A. Southern California Association of Governments- No Report**

**B. Ventura County Transportation Commission- No Report**

**C. League of California Cities – No Report**

**9. BOARD MEMBER COMMENTS**

Member Adam congratulated Member McDonald for her appointment to the County Oversight Board.

**10. REQUESTS FOR FUTURE AGENDA ITEMS - NONE**

**11. ADJOURNMENT - Meeting adjourned at 6:15 p.m. to March 8, 2018**



**VENTURA COUNCIL  
OF GOVERNMENTS**

**MEMORANDUM**

**TO:** Ventura Council of Governments

**FROM:** Hugh R. Riley, Executive Director

**SUBJECT:** Financial Report

**DATE:** March 8, 2018

**Recommendation:**

Receive and file Financial Report for Period December 31, 2017 to February 28, 2018

**Discussion:**

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period ending February 28, 2018.

**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 are in compliance with the investment policy:

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Bank of America	Business Interest Maximizer 1346	N/A	\$15.16	0.03*	\$75,032.72

\*Annual Percentage Yield Varies

**ATTACHMENTS:** Balance Sheet – As of February 28, 2018  
 Profit and Loss – July 1, 2017 to February 28, 2018  
 Budget vs. Actual – July 1, 2017- February 28, 2018  
 Reconciled Bank Statements- January 2018

*(Note: The February Bank Statement was not available in time to include in this report. The Transaction Report for February 2018 has been reconciled and is included.)*

# Ventura Council of Governments

## BALANCE SHEET

As of February 28, 2018

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
BofA - 5784	0.00
BofA - 5797	65,931.56
BofA MM - 1346	75,032.72
Wells Fargo	0.00
Wells Fargo - 3905	0.00
Wells Fargo - 4715	0.00
<b>Total Bank Accounts</b>	<b>\$140,964.28</b>
Accounts Receivable	
Accounts Receivable (A/R)	0.00
<b>Total Accounts Receivable</b>	<b>\$0.00</b>
Other Current Assets	
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$140,964.28</b>
<b>TOTAL ASSETS</b>	<b>\$140,964.28</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Other Current Liabilities	
Payroll Liabilities	-1.04
<b>Total Other Current Liabilities</b>	<b>\$ -1.04</b>
<b>Total Current Liabilities</b>	<b>\$ -1.04</b>
<b>Total Liabilities</b>	<b>\$ -1.04</b>
Equity	
Opening Balance Equity	111,292.08
Unrestricted Net Assets	-4,060.12
Net Income	33,733.36
<b>Total Equity</b>	<b>\$140,965.32</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$140,964.28</b>



# Ventura Council of Governments

## PROFIT AND LOSS

July 2017 - February 2018

	TOTAL
Income	
Dues Assessments	64,992.00
Other Types of Income	
Bank Interest	15.16
<b>Total Other Types of Income</b>	<b>15.16</b>
<b>Total Income</b>	<b>\$65,007.16</b>
<b>GROSS PROFIT</b>	<b>\$65,007.16</b>
Expenses	
Contract Services	
Accounting Fees	922.50
Executive Administration	25,875.00
<b>Total Contract Services</b>	<b>26,797.50</b>
Operations	
Printing and Copying	353.75
Supplies	35.37
Website	540.00
<b>Total Operations</b>	<b>929.12</b>
Other Types of Expenses	
Insurance - Liability, D and O	1,567.91
<b>Total Other Types of Expenses</b>	<b>1,567.91</b>
Travel and Meetings	
Conference and Meetings	1,361.32
Travel	617.95
<b>Total Travel and Meetings</b>	<b>1,979.27</b>
<b>Total Expenses</b>	<b>\$31,273.80</b>
<b>NET OPERATING INCOME</b>	<b>\$33,733.36</b>
<b>NET INCOME</b>	<b>\$33,733.36</b>

# Ventura Council of Governments

## BUDGET VS. ACTUALS: FY2017V2018 - FY18 P&L

July 2017 - June 2018

	TOTAL		
	ACTUAL	BUDGET	REMAINING
Income			
Annual Dinner Tickets		2,500.00	2,500.00
Dues Assessments	64,992.00	64,992.00	0.00
Other Types of Income			
Bank Interest	15.16	8.00	-7.16
<b>Total Other Types of Income</b>	<b>15.16</b>	<b>8.00</b>	<b>-7.16</b>
<b>Total Income</b>	<b>\$65,007.16</b>	<b>\$67,500.00</b>	<b>\$2,492.84</b>
<b>GROSS PROFIT</b>	<b>\$65,007.16</b>	<b>\$67,500.00</b>	<b>\$2,492.84</b>
Expenses			
Audit		5,000.00	5,000.00
Contract Services			
Accounting Fees	1,032.50	1,200.00	167.50
Executive Administration	29,875.00	45,000.00	15,125.00
Legal Fees		500.00	500.00
<b>Total Contract Services</b>	<b>30,907.50</b>	<b>46,700.00</b>	<b>15,792.50</b>
Miscellaneous Expense		200.00	200.00
Operations			
Printing and Copying	353.75	500.00	146.25
Supplies	35.37	500.00	464.63
Website	540.00	500.00	-40.00
<b>Total Operations</b>	<b>929.12</b>	<b>1,500.00</b>	<b>570.88</b>
Other Types of Expenses			
Insurance - Liability, D and O	1,567.91	1,600.00	32.09
<b>Total Other Types of Expenses</b>	<b>1,567.91</b>	<b>1,600.00</b>	<b>32.09</b>
Travel and Meetings			
Annual Dinner		6,000.00	6,000.00
Conference and Meetings	1,361.32	5,500.00	4,138.68
Travel	617.95	1,000.00	382.05
<b>Total Travel and Meetings</b>	<b>1,979.27</b>	<b>12,500.00</b>	<b>10,520.73</b>
<b>Total Expenses</b>	<b>\$35,383.80</b>	<b>\$67,500.00</b>	<b>\$32,116.20</b>
<b>NET OPERATING INCOME</b>	<b>\$29,623.36</b>	<b>\$0.00</b>	<b>\$ -29,623.36</b>
<b>NET INCOME</b>	<b>\$29,623.36</b>	<b>\$0.00</b>	<b>\$ -29,623.36</b>



## Bus Platinum Privileges

P.O. Box 15284  
Wilmington, DE 19850

VENTURA COUNCIL OF GOVERNMENTS  
33 E HIGH ST  
SUITE 200  
MOORPARK, CA 93021-1118

### Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

*Revised*  
*Approved*  
*2/7/18*  
*4/17/18*

## Your Business Advantage Savings Bus Platinum Privileges

for January 1, 2018 to January 31, 2018

Account number: 3250 6796 1346

VENTURA COUNCIL OF GOVERNMENTS

### Account summary

Beginning balance on January 1, 2018	\$75,028.90
Deposits and other credits	1.91
Withdrawals and other debits	-0.00
Service fees	-0.00
<b>Ending balance on January 31, 2018</b>	<b>\$75,030.81</b>

# of deposits/credits: 1

# of withdrawals/debits: 0

# of days in cycle: 31

Average ledger balance: \$75,028.96

Average collected balance: \$75,028.96

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$1.91.

#### Bank of America Business Advantage



Online Banking  
TIP OF  
THE MONTH

### Send payments with ACH

As a small business owner, did you know you can pay vendors and suppliers at other financial institutions — outside of Bank of America — using ACH payments?

Simply use Online Banking to make cost-effective electronic fund transfers with ACH: \$10 for next-day delivery and \$3 for 3-day delivery. Log in or enroll at [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness). Click the **Transfers** tab, then select **Send Money to Someone** and then **Using Their Account Number at Another Bank**.

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SSM-02-17-0641.B

## Deposits and other credits

Date	Description	Amount
01/31/18	Interest Earned	1.91
<b>Total deposits and other credits</b>		<b>\$1.91</b>

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)
01/01	75,028.90	01/31	75,030.81

### Bank of America Business Advantage



Online Banking  
TIP OF  
THE MONTH

## Stay informed around the clock

**Online Alerts<sup>1</sup>** help keep you informed.

- Monitor your account balances and receive alerts when payments are due
- Be notified when transactions have cleared

Log in or enroll at [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness) and click on **Alerts** in the Activity Center.

<sup>1</sup>Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply. ©2017 Bank of America Corporation. | ARVB5JGG | SSM-04-17-0040.B

## Ventura Council of Governments

BoFA MM - 1346, Period Ending 01/31/2018

## RECONCILIATION REPORT

Reconciled on: 02/07/2018

Reconciled by: Hugh Riley

Any changes made to transactions after this date aren't included in this report.

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## Summary

USD

Statement beginning balance	75,028.90
Interest earned	1.91
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	<u>75,030.81</u>
Register balance as of 01/31/2018	75,030.81



P.O. Box 15284  
Wilmington, DE 19850

VENTURA COUNCIL OF GOVERNMENTS  
33 E HIGH ST  
SUITE 200  
MOORPARK, CA 93021-1118

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

*Resonance*  
*APPROVED:*  
*1/10/18*  
*2/1/18*

## Your Business Advantage Checking Bus Platinum Privileges

for January 1, 2018 to January 31, 2018

VENTURA COUNCIL OF GOVERNMENTS

Account number: 3250 7636 5797

### Account summary

Beginning balance on January 1, 2018	\$73,459.03
Deposits and other credits	0.00
Withdrawals and other debits	-0.00
Checks	-2,672.50
Service fees	-0.00
<b>Ending balance on January 31, 2018</b>	<b>\$70,786.53</b>

# of deposits/credits: 0

# of withdrawals/debits: 2

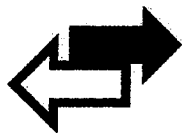
# of items-previous cycle<sup>1</sup>: 3

# of days in cycle: 31

Average ledger balance: \$71,059.35

<sup>1</sup>Includes checks paid, deposited items & other debits

#### Bank of America Business Advantage



Online Banking  
TIP OF  
THE MONTH

### Send payments with ACH

As a small business owner, did you know you can pay vendors and suppliers at other financial institutions — outside of Bank of America — using ACH payments?

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SSM-02-17-0641.B



## Your checking account

VENTURA COUNCIL OF GOVERNMENTS | Account # 3250 7636 5797 | January 1, 2018 to January 31, 2018

### Checks

Date	Check #	Amount
01/04/18	271	✓ -2,562.50

Date	Check #	Amount
01/08/18	272	✓ -110.00
<b>Total checks</b>		<b>-\$2,672.50</b>
<b>Total # of checks</b>		<b>2</b>

### Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 12/29/17:

You are an active user of one of the following services

- ☐ Bank of America Merchant Services
- ☐ Payroll Services

OR

At least one of the following occurred during the previous month

- ☐ \$2,500+ in new net purchases on a linked Business credit card
- ✓ \$15,000+ average monthly balance in primary checking account
- ✓ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

### Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
01/01	73,459.03	01/04	70,896.53	01/08	70,786.53

#### Bank of America Business Advantage



Online Banking  
TIP OF  
THE MONTH

### Stay informed around the clock

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<sup>1</sup>Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply. ©2017 Bank of America Corporation. | ARVB5JGG | SSM-04-17-0040.B





## Ventura Council of Governments

BofA - 5797, Period Ending 01/31/2018

## RECONCILIATION REPORT

Reconciled on: 02/07/2018

Reconciled by: Hugh Riley

Any changes made to transactions after this date aren't included in this report.

## Summary

USD

Statement beginning balance	73,459.03
Checks and payments cleared (2)	-2,672.50
Deposits and other credits cleared (0)	0.00
Statement ending balance	70,786.53

Uncleared transactions as of 01/31/2018	-35.00
Register balance as of 01/31/2018	70,751.53
Cleared transactions after 01/31/2018	0.00
Uncleared transactions after 01/31/2018	-9,319.97
Register balance as of 02/07/2018	61,431.56

## Details

## Checks and payments cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/03/2018	Check	271	Hugh Riley - Professional...	-2,562.50
01/03/2018	Bill Payment	272	TLH Staffing Services	-110.00
Total				-2,672.50

## Additional Information

## Uncleared checks and payments as of 01/31/2018

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/09/2018	Check	273	Channel Counties Division...	-35.00
Total				-35.00

## Uncleared checks and payments after 01/31/2018

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/01/2018	Expense		Hugh Riley - Professional...	-4,500.00
02/01/2018	Check	275	Hugh Riley - Professional...	-4,500.00
02/06/2018	Bill Payment	276	PostNet CA110	-84.97
02/06/2018	Bill Payment	277	TLH Staffing Services	-235.00
Total				-9,319.97

**Business Advantage Chk - 5797: Account Activity**

Balance Summary: \$65,931.56 (available as of today 02/28/2018)  
View: today 02/28/2018

Prepared by: Lynne New

Approved By: *[Signature]*  
2/28/18

**All Transactions**

*Reconciled*

Date	Description	Status	Amount	Available Balance
<b>Amount included in Available Balance</b>				
02/23/2018	Check 273	C ✓	-35.00	65,931.56
02/13/2018	Check 275	C ✓	-235.00	65,966.56
02/09/2018	Check 276	C ✓	-84.97	66,201.56
02/01/2018	Check 274	C ✓	-4,500.00	66,286.53

**Statement as of 02/01/2018**

01/08/2018	Check 272	C	-110.00	70,786.53
01/04/2018	Check 271	C	-2,562.50	70,896.53

**Statement as of 12/30/2017**

12/11/2017	Check 270	C	-110.00	73,459.03
12/11/2017	Check 269	C	-89.09	73,569.03
12/11/2017	CHECKCARD 1209 WPY*EDCVC SBDC 855-469-3729 CA...	C	-75.00	73,658.12
12/04/2017	Check 268	C	-3,110.02	73,733.12

**Statement as of 12/01/2017**

11/17/2017	CHECKCARD 1115 The League of Californi 916-658-8200 CA...	C	-25.00	76,843.14
11/13/2017	CHECKCARD 1109 ABM PARKING LA DOWNTOWN LOS ANGELES CA 24789307314037200152279...	C	-15.00	76,868.14
11/06/2017	Check 267	C	-110.00	76,883.14
11/03/2017	Check 266	C	-5,252.50	76,993.14
11/02/2017	Deposit	C	13,328.00	82,245.64

**Statement as of 11/01/2017**

10/25/2017	Deposit	C	2,784.00	68,917.64
10/10/2017	Check 265	C	-58.77	66,133.64

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## Ventura Council of Governments

BoFA - 5797, Period Ending 02/28/2018

## RECONCILIATION REPORT

Reconciled on: 02/28/2018

Reconciled by: Hugh Riley

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance.....	70,786.53
Checks and payments cleared (4).....	4,854.97
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>65,931.56</u>
Register balance as of 02/28/2018.....	65,931.56

## Details

Checks and payments cleared (4)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/09/2018	Check	273	Channel Counties Division LOCC	-35.00
02/01/2018	Check	274	Hugh Riley - Professional Management, ...	-4,500.00
02/06/2018	Bill Payment	276	PostNet CA110	-84.97
02/06/2018	Bill Payment	275	TLH Staffing Services	-235.00
Total				<u>-4,854.97</u>

**Business Advantage Sav - 1346: Account Activity**

Balance Summary:\$75,030.81 (available as of today 02/28/2018)

View:today 02/28/2018

**All Transactions***Reconciled*

*Approved by: H3R2*  
*2/28/18*  
*Prepared by: Lynne New*

Date	Description	Status	Amount	Available Balance
<b>Amount included in Available Balance</b>				
01/31/2018	Interest Earned	C	1.91	75,030.81
<b>Statement as of 12/30/2017</b>				
12/29/2017	Interest Earned	C	1.91	75,028.90
<b>Statement as of 12/01/2017</b>				
11/30/2017	Interest Earned	C	1.85	75,026.99
<b>Statement as of 11/01/2017</b>				
10/31/2017	Interest Earned	C	1.91	75,025.14
<b>Statement as of 09/30/2017</b>				
09/29/2017	Interest Earned	C	1.85	75,023.23
<b>Statement as of 09/01/2017</b>				
08/31/2017	Interest Earned	C	1.91	75,021.38
<b>Statement as of 08/01/2017</b>				
07/31/2017	Interest Earned	C	1.91	75,019.47
<b>Statement as of 07/01/2017</b>				
06/30/2017	Interest Earned	C	1.85	75,017.56
<b>Statement as of 06/01/2017</b>				
05/31/2017	Interest Earned	C	1.91	75,015.71
<b>Statement as of 04/29/2017</b>				
04/28/2017	Interest Earned	C	1.85	75,013.80
<b>Statement as of 04/01/2017</b>				
03/31/2017	Interest Earned	C	1.91	75,011.95
<b>Statement as of 03/01/2017</b>				
02/28/2017	Interest Earned	C	1.73	75,010.04
<b>Statement as of 02/01/2017</b>				
01/31/2017	Interest Earned	C	1.91	75,008.31

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Ventura Council of Governments  
BoFA MM - 1346, Period Ending 02/28/2018

RECONCILIATION REPORT

Reconciled on: 02/28/2018

Reconciled by: Hugh Riley


Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	75,030.81
Interest earned	1.91
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	75,032.72
Register balance as of 02/28/2018	75,032.72



**VENTURA COUNCIL  
OF GOVERNMENTS**

**MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Hugh Riley, Executive Director   
**SUBJECT:** Register of Warrants and Debt Card Transactions  
**DATE:** March 8, 2018

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**Recommendation:**

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from December 31, 2017 to February 28, 2018.

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**Discussion:**

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period December 31, 2017 thru February 28, 2018. It is prepared in addition to the Financial Report so that the Board may be fully informed as to the expenditure of funds for services and other costs to the organization.

Register of Warrants  
Ventura Council of Governments  
March 8, 2018  
Transactions from January 1, 2018 to February 28, 2018

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
271	01/03/18	Hugh Riley, Pro Mgmt. LLC	01/03/18	Professional Services	\$ 2,562.50
272	01/03/18	TLH Staffing Services	01/03/18	Bookkeeping Services	\$ 110.00
273	01/09/18	Channel Counties Div., LOCC	01/09/18	Division Meeting-Dinner	\$ 35.00
274	02/01/18	Hugh Riley, Pro Mgmt. LLC	01/31/18	Professional Services	\$ 4,500.00
275	02/06/18	TLH Staffing Services	01/05/18	Bookkeeping & Tax Services	\$ 235.00
276	02/06/18	PostNet	01/31/18	Printing-Copying	\$ 84.97

Register of Debit Card Transactions  
Ventura Council of Governments

March 8, 2018


Transactions from January 1, 2018 to February 28, 2018

<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
NONE					





**MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Hugh R. Riley, Executive Director   
**SUBJECT:** Review and Approval - 2018 Legislative Program  
**DATE:** March 8, 2018

**Recommendation:**

Review Propose Revisions and Approve VCOG Legislative Program for 2018.

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**Discussion:**

This report transmits the recommended Ventura Council of Governments (VCOG) Legislative Program for 2018. Both the Legislative and Administrative Committees met on January 25, 2018 to review the Legislative Program and recommend revisions. The attached Legislative Program includes the revisions recommended by the combined committees and includes shown in legislative format

**ATTACHMENT:** VCOG 2018 Legislative Program



## **VENTURA COUNCIL OF GOVERNMENTS**

### **VENTURA COUNCIL OF GOVERNMENTS 2018 LEGISLATIVE PROGRAM (RECOMMENDED REVISIONS)**

#### **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 2016 Legislative Program include:

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

## **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 that any future funding for SB 375 implementation includes funding for local initiatives.
- Support legislation that streamlines the environmental review process for mixed-use infill development without compromising environmental quality standards or agencies' authority to collect development impact fees.
- 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 that is appropriate for their communities, and remove disincentives and regulatory obstacles.
- Support funding opportunities for affordable housing projects and services.
- Support legislation that addresses occupancy levels and strengthens cities' abilities to reduce overcrowding in residential housing.

- 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.
- ~~Support funding and implementation of programs to prevent and address homelessness.~~ Support legislation that provides local government with additional tools and resources to address the homeless crises.

## **C. ECONOMIC DEVELOPMENT**

- Support the creation where appropriate of economic development programs.
- Support the retention of Naval Base Ventura County.
- 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 ensure fair share disbursement of sales tax as opposed to the current structure.~~
- Support legislation to update the State's definition of "Broadband" internet to current standards and expand funding for broadband infrastructure to include unserved and underserved communities.

## **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.
- Support legislative efforts of the Ventura County Transportation Commission, SCAG, Caltrans, and other appropriate parties to protect transportation funds from being diverted to other purposes.
- Support efforts of the League of California Cities, California State Association of Counties, and Association of California Water Agencies to establish an optional funding system for local agencies to finance stormwater management, flood control, sewer and water supply projects, set rates to encourage conservation, and reduce water and sewer bills for low income customers.
- ~~Support legislation that amends the State Constitution, Article XIII D, Section 6.c to include storm drain fees among the list of types of fees that are exempt from the voting requirements imposed by Proposition 218.~~

## **E. SOLID WASTE MANAGEMENT**

- Support legislation pertaining to VCOG's responsibility for approval of the regional solid waste plan.
- 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 all state diversion requirements, ~~AB 939 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.
- 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 additional resources to address community challenges such as, but not limited to, homelessness, mental health, domestic violence drug abuse rehabilitaton, ex-offender reentry, and human trafficking.

## **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 a coordinated fashion 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.



MEMORANDUM

TO: Board of Directors

FROM: Hugh Riley, Executive Director

SUBJECT: Legislative Update

DATE: March 8, 2018

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**Recommendation:**

It is recommended that the Board review the current status of specific legislation of concern to VCOG.

**SB 827 (Wiener D) Planning and zoning: transit-rich housing bonus. (OPPOSE)**

The Planning and Zoning Law requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents. This bill would authorize a transit-rich housing project to receive a transit-rich housing bonus. The bill would define a transit-rich housing project as a residential development project the parcels of which are all within a 1/2 mile radius of a major transit stop or a 1/4 mile radius of a high-quality transit corridor, as those terms are further defined. The bill would exempt a project awarded a housing opportunity bonus from various requirements, including maximum controls on residential density or floor area ratio, minimum automobile parking requirements, design standards that restrict the applicant's ability to construct the maximum number of units consistent with any applicable building code, and maximum height limitations, as provided.

**SB 828 (WienerD) Land use: housing element- Unmet Needs- RHNA (OPPOSE)**

The Planning and Zoning Law requires a city or county to adopt a comprehensive, long-term general plan for the physical development of the city or county and of any land outside its boundaries that bears relation to its planning. That law also requires the general plan to include a housing element and requires a planning agency to submit a draft of the housing element to the Department of Housing and Community Development for review, as specified. This bill would state the intent of the Legislature to enact legislation that would, among other things, require the department to take certain actions relating to unmet housing needs, including completing a comprehensive assessment on unmet need for each region and including the results of the assessment in regional allocations for the next housing element cycle.

**SB 831 (Wieckowski D) Land use: accessory dwelling units. (WATCH)**

The Planning and Zoning Law authorizes a local agency to provide by ordinance for the creation of accessory dwelling units in single-family and multifamily residential zones and sets forth standards the ordinance is required to impose, including, among others, maximum unit size, parking, and height standards. Existing law authorizes a local agency, special district, or water corporation to require a new or separate utility connection between the accessory dwelling unit and the utility and authorizes a fee to be charged, except as specified. Existing law requires a local agency to submit an ordinance adopted for the creation of accessory dwelling units to the Department of Housing and Community Development and authorizes the department to review and comment on the ordinance. This bill would delete the requirement that the area be zoned to allow single-family or multifamily use. The bill would specify that if a local agency does not act on an application for an accessory dwelling unit within 120 days, then the application shall be deemed approved. The bill would specify that an accessory dwelling unit shall not be considered to exceed the allowable floor-to-area lot ratio upon which the accessory dwelling unit is located and would prohibit a local agency from requiring off-street parking spaces be replaced when a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit. The bill would delete provisions authorizing a local agency, special district, or water corporation to require an applicant to install a separate utility connection for the accessory dwelling unit and would state that an accessory dwelling unit shall not be considered a new residential use for purposes of calculating fees and shall not be subject to impact fees, connection fees, capacity charges, or any other fees levied by those entities. The bill would authorize the department, upon submission of an adopted ordinance for the creation of accessory dwelling units, to submit written findings to the local agency regarding whether the ordinance complies with statutory provisions. The bill would authorize the department to adopt guidelines to implement uniform standards or criteria to supplement or clarify the terms, references, or standards set forth in statute and would exempt the adoption of those guidelines from the Administrative Procedure Act. The bill would also specify the applicable building code standards for accessory dwelling units constructed before January 1, 2018.

**SB 833 (McGuire D) Emergency Alerts: Evacuation Orders (SUPPORT)**

The California Emergency Services Act establishes the Office of Emergency Services (OES) in the office of the Governor and provides that OES is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. The act also provides for systems for the public dissemination of alerts regarding missing children, attacks upon law enforcement officers, and missing persons who are 65 years of age or older, among others, and requires the Department of the California Highway Patrol to activate these systems and issue alerts upon the request of a law enforcement agency if certain conditions are met. This bill would provide for a red alert system designed to issue and coordinate alerts following an evacuation order, as specified. The bill would require the red alert system to incorporate a variety of notification resources and developing technologies that may be tailored to the circumstances and geography of the underlying evacuation, as appropriate. The bill would require a local government agency or state agency that uses the federal Wireless Emergency Alert (WEA) system to alert a specified area of an evacuation order to use the term "red alert" in the alert and notify OES of the alert.

## **SB 893 (Nguyen R) Planning and Zoning: Density Bonus (WATCH)**

The Planning and Zoning Law requires, when a developer of housing proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents. Existing law prohibits a city, county, or city and county from requiring a vehicular parking ratio for a housing development that meets these criteria in excess of specified ratios. This prohibition applies only at the request of the developer and specifies that the developer may request additional parking incentives or concessions. This bill would delete these additional vehicular parking ratio provisions.

## **Statewide Ballot Measures (LOCC)**

### **SB 3 (Beall) Veterans and Affordable Housing Bond Act of 2018. Chapter 365, Statutes of 2017**

This measure places a \$4 billion general obligation bond on the November 2018 ballot to fund affordable housing programs and the veterans homeownership program (CalVet). The Measure, if approved by the voters, would fund various programs including:

**Multifamily Housing Program: \$1.5 billion**, administered by HCD, to assist the new construction, rehabilitation and preservation of permanent and transitional rental housing for lower-income households through loans to local public entities and nonprofit and for-profit developers;

**Transit-Oriented Development Implementation Program: \$150 million**, administered by HCD, to provide low-interest loans for higher-density rental housing developments close to transit stations that include affordable units and as mortgage assistance for homeownership. Grants are also available to cities, counties and transit agencies for infrastructure improvements necessary for the development;

**Infill Incentive Grant Program: \$300 million**, administered by HCD, to promote infill housing developments by providing financial assistance for infill infrastructure that serves new construction and rehabilitates existing infrastructure to support greater housing density;

**Joe Serna, Jr. Farmworker Housing Grant Fund: \$300 million**, administered by HCD, to help finance the new construction, rehabilitation and acquisition of owner-occupied and rental housing units for agricultural workers;

**Local Housing Trust Fund Matching Grant Program: \$300 million**, administered by HCD, to help finance affordable housing by providing matching grants, dollar for dollar, to local housing trusts;

**CalHome Program: \$300 million**, administered by HCD, to help low- and very low-income households become or remain homeowners by providing grants to local public agencies and nonprofit developers to assist individual first-time homebuyers. It also provides direct loan forgiveness for development projects that include multiple ownership units and provides loans for property acquisition for mutual housing and cooperative developments;



**Self-Help Housing Fund: \$150 million** – Administered by HCD, this program assist low and moderate income families with grants to build their homes with their own labor;  
**CalVet Home Loan Program: \$1 billion**, administered by the California Department of Veterans Affairs, provides loans to eligible veterans at below-market interest rates with few or no down payment requirements.

## **PROPOSITION 68 - Parks and Water Bond**

**SB 5** which passed by the Legislature in 2017, places a parks and water bond on the June 2018 statewide ballot. If the voters approve SB 5, local governments will receive funding for local park improvements and will be eligible for numerous grants to fund water, local parks, coastal and climate resiliency projects. The following is breakdown of funding in the bond:

### **Parks Funding (Total \$1.283 billion)**

- ☐ \$725 million for competitive grants for safe neighborhood parks
- ☐ \$200 million for per capita grants to cities, counties, and parks districts for local park improvement and rehabilitation
- ☐ \$15 million for competitive grants to urbanized counties
- ☐ \$30 million for competitive grants for state park facilities in regional parks districts
- ☐ \$40 million for per capita grants to local agencies that obtained voter approval for revenue measures between November 1, 2012 and November 30, 2016
- ☐ \$218 million for restoration of existing state park facilities, including \$5 million for urgent needs of local agencies that operate a unit of the state park system
- ☐ \$30 million for competitive grants for non-motorized infrastructure development
- ☐ \$25 million for competitive grants through the Roberti-Z'berg-Harris (RZH) Urban Open Space and Recreation Program

### **Water Funding (Total \$1.19 billion)**

- ☐ \$250 million for competitive grants for clean drinking water programs
- ☐ \$550 million for flood protection and repair, including \$100 million for stormwater, mudslide and flash-flood-related protections and \$100 million for multibenefit flood management projects and storm water capture in urbanized areas
- ☐ \$290 million for competitive grants and loans for drought and groundwater regional sustainability
- ☐ \$100 million for grants or loans for water recycling programs

### **Climate and Environmental Programs Funding (Total \$1.547 billion)**

- ☐ \$443 million for competitive grants for climate adaptation and resiliency programs
- ☐ \$162 million for the California River Parkways Program for grants to enhance urban creeks
- ☐ \$567 million for state conservancies and the Wildlife Conservation Board
- ☐ \$200 million for Salton Sea restoration activities and habitat
- ☐ \$175 million for coastal and ocean protection resources, incl

## **PROPOSITION 69 – Transportation Funding Protection**

The League of California Cities Proposition 69 which prohibits the state from taking or redirecting the new transportation revenues generated through SB 1 (Chapter 5, Statutes of 2017), the Road Repair and Accountability Act of 2017, which are not already protected in the state constitution.

The ballot measure, scheduled for the June 2018 statewide election, extends some of the same protections that other transportation revenues already have under the California Constitution.

This measure gives another level of accountability to the voters by adding protections to revenues that will fix our streets, roads and highways. This measure makes sure that the state isn't able to grab those funds for something else. Cities and counties have already started approving projects to use SB 1 monies in their local communities. Please see the attached Spread Sheet for the Channel Counties Funding Allocation Projections.

If voters approve Proposition 69, the California Constitution would be amended to:

- Require that SB 1 revenues be dedicated to transportation purposes; and
- Constitutionally protect sales tax on diesel and Road Maintenance and Rehabilitation Account revenues from being diverted to the General Fund or other non-transportation related purposes.

# SB 1 Road Repair and Accountability Act of 2017 - New Local Streets & Roads Funding


	2017-18	2018-19	2019-20	2020-21	2021-22
<b><u>San Luis Obispo County</u></b>					
Arroyo Grande	\$ 121,315	\$ 314,688	\$ 445,758	\$ 504,303	\$ 534,231
Atascadero	\$ 211,357	\$ 548,255	\$ 776,607	\$ 878,606	\$ 930,747
El Paso De Robles	\$ 217,136	\$ 563,248	\$ 797,845	\$ 902,632	\$ 956,200
Grover Beach	\$ 91,916	\$ 238,429	\$ 337,736	\$ 382,094	\$ 404,770
Morro Bay	\$ 73,612	\$ 190,949	\$ 270,481	\$ 306,005	\$ 324,165
Pismo Beach	\$ 56,410	\$ 146,325	\$ 207,271	\$ 234,494	\$ 248,410
San Luis Obispo	\$ 319,593	\$ 829,018	\$ 1,174,311	\$ 1,328,543	\$ 1,407,386
County of SLO	\$ 2,673,964	\$ 6,936,211	\$ 9,970,000	\$ 11,180,000	\$ 11,820,000
Cities & Co. of San Luis Obispo	\$ 3,765,303	\$ 9,767,123	\$ 13,980,009	\$ 15,716,677	\$ 16,625,909
<b><u>Santa Barbara County</u></b>					
Buellton	\$ 35,082	\$ 91,003	\$ 128,907	\$ 145,837	\$ 154,492
Carpinteria	\$ 95,370	\$ 247,389	\$ 350,428	\$ 396,453	\$ 419,981
Goleta	\$ 217,239	\$ 563,514	\$ 798,222	\$ 903,059	\$ 956,651
Guadalupe	\$ 50,712	\$ 131,546	\$ 186,335	\$ 210,809	\$ 223,319
Lompoc	\$ 301,248	\$ 781,432	\$ 1,106,904	\$ 1,252,283	\$ 1,326,601
Santa Barbara	\$ 636,553	\$ 1,651,205	\$ 2,338,945	\$ 2,646,139	\$ 2,803,175
Santa Maria	\$ 726,957	\$ 1,885,713	\$ 2,671,127	\$ 3,021,949	\$ 3,201,288
Solvang	\$ 38,256	\$ 99,236	\$ 140,568	\$ 159,031	\$ 168,468
County of Santa Barbara	\$ 2,700,841	\$ 7,005,929	\$ 10,210,000	\$ 11,580,000	\$ 12,270,000
Cities & Co. of Santa Barbara	\$ 4,802,258	\$ 12,456,967	\$ 17,931,436	\$ 20,315,560	\$ 21,523,975
<b><u>Ventura County</u></b>					
Camarillo	\$ 476,223	\$ 1,235,312	\$ 1,749,830	\$ 1,979,650	\$ 2,097,133
Fillmore	\$ 107,272	\$ 278,262	\$ 394,160	\$ 445,928	\$ 472,392
Moorpark	\$ 251,904	\$ 653,435	\$ 925,595	\$ 1,047,162	\$ 1,109,306
Ojai	\$ 51,663	\$ 134,012	\$ 189,829	\$ 214,761	\$ 227,506
Oxnard	\$ 1,421,164	\$ 3,686,473	\$ 5,221,918	\$ 5,907,757	\$ 6,258,355
Port Hueneme	\$ 156,007	\$ 404,680	\$ 573,232	\$ 648,519	\$ 687,006
San Buenaventura	\$ 747,443	\$ 1,938,853	\$ 2,746,400	\$ 3,107,109	\$ 3,291,501
Santa Paula	\$ 209,674	\$ 543,890	\$ 770,425	\$ 871,611	\$ 923,337
Simi Valley	\$ 870,796	\$ 2,258,828	\$ 3,199,647	\$ 3,619,885	\$ 3,834,708
Thousand Oaks	\$ 899,168	\$ 2,332,425	\$ 3,303,899	\$ 3,737,828	\$ 3,959,651
County of Ventura	\$ 4,425,427	\$ 11,479,472	\$ 16,550,000	\$ 18,850,000	\$ 20,010,000
Cities & Co. of Ventura	\$ 9,616,741	\$ 24,945,642	\$ 35,624,935	\$ 40,430,210	\$ 42,870,895

2022-23		2023-24		2024-25		2025-26		2026-27	
\$	558,294	\$	583,032	\$	609,993	\$	636,344	\$	663,581
\$	972,671	\$	1,015,769	\$	1,062,741	\$	1,108,650	\$	1,156,104
\$	999,270	\$	1,043,546	\$	1,091,803	\$	1,138,968	\$	1,187,719
\$	423,002	\$	441,744	\$	462,172	\$	482,137	\$	502,774
\$	338,766	\$	353,777	\$	370,137	\$	386,126	\$	402,653
\$	259,599	\$	271,102	\$	283,638	\$	295,891	\$	308,556
\$	1,470,779	\$	1,535,948	\$	1,606,975	\$	1,676,394	\$	1,748,148
\$	12,330,000	\$	12,860,000	\$	13,430,000	\$	13,980,000	\$	14,560,000
\$	17,352,381	\$	18,104,918	\$	18,917,459	\$	19,704,510	\$	20,529,535
\$	161,451	\$	168,605	\$	176,401	\$	184,022	\$	191,898
\$	438,898	\$	458,345	\$	479,541	\$	500,256	\$	521,668
\$	999,742	\$	1,044,040	\$	1,092,319	\$	1,139,506	\$	1,188,280
\$	233,378	\$	243,719	\$	254,989	\$	266,004	\$	277,390
\$	1,386,355	\$	1,447,783	\$	-1,514,733	\$	1,580,168	\$	1,647,803
\$	2,929,439	\$	3,059,240	\$	3,200,709	\$	3,338,975	\$	3,481,892
\$	3,345,484	\$	3,493,719	\$	3,655,280	\$	3,813,183	\$	3,976,398
\$	176,057	\$	183,857	\$	192,360	\$	200,669	\$	209,259
\$	12,820,000	\$	13,400,000	\$	14,010,000	\$	14,620,000	\$	15,260,000
\$	22,490,804	\$	23,499,308	\$	24,576,332	\$	25,642,783	\$	26,754,588
\$	2,191,594	\$	2,288,702	\$	2,394,539	\$	2,497,980	\$	2,604,900
\$	493,670	\$	515,544	\$	539,384	\$	562,685	\$	586,769
\$	1,159,273	\$	1,210,639	\$	1,266,623	\$	1,321,339	\$	1,377,896
\$	237,753	\$	248,288	\$	259,770	\$	270,991	\$	282,591
\$	6,540,252	\$	6,830,044	\$	7,145,887	\$	7,454,580	\$	7,773,656
\$	717,951	\$	749,762	\$	784,434	\$	818,320	\$	853,347
\$	3,439,761	\$	3,592,173	\$	3,758,287	\$	3,920,640	\$	4,088,454
\$	964,927	\$	1,007,682	\$	1,054,281	\$	1,099,824	\$	1,146,900
\$	4,007,435	\$	4,185,001	\$	4,378,529	\$	4,567,676	\$	4,763,185
\$	4,138,006	\$	4,321,357	\$	4,521,191	\$	4,716,500	\$	4,918,379
\$	20,930,000	\$	21,890,000	\$	22,940,000	\$	23,950,000	\$	25,010,000
\$	44,820,622	\$	46,839,192	\$	49,042,925	\$	51,180,535	\$	53,406,077



MEMORANDUM

TO: Board of Directors

FROM: Hugh Riley, Executive Director 

SUBJECT: Approval of Independent Contractor Agreement with Hugh Riley  
for Executive Director Services

DATE: March 8, 2018

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**Recommendation:**

It is recommended that the Board of Directors the Administrative Committee's recommendation for Hugh Riley to continue as Executive Director of VCOG and authorize the Chair to sign the attached independent contractor agreement for Executive Director Services.

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**Discussion:**

The current Agreement for Independent Contractor Services with Hugh Riley will expire on June 30, 2018.

Mr. Riley has agreed to a new agreement with compensation at an hourly rate of \$125 per hour, as is the current compensation rate, at an amount not to exceed \$45,000 in a fiscal year excluding compensation for special projects as assigned. The compensation cap represents a \$5,000 increase over the current contract conforming to the amended VCOG 2016-2017 Operating Budget in consideration of the expanded scope of work that VCOG has embarked upon in recent years.

As an independent contractor, Mr. Riley receives no benefits and will be responsible for any taxes as required by law. The contract term is recommended to commence upon Board approval and continue through June 30, 2020.

The attached independent contractor agreement (page 38) has been prepared and reviewed by VCOG's Administrative Committee and contains provisions for contractor insurance requirements, indemnification of and by the parties, a termination clause, and dispute resolution procedures. It is recommended the Board adopt the Administrative Committee's recommendation to authorize the Chair to sign the independent contractor agreement for Executive Director services.

**Attachment:** Independent Contractor Agreement

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR EXECUTIVE DIRECTOR SERVICES**

**THIS INDEPENDENT CONTRACTOR AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES** (this "Agreement") by and between the VENTURA COUNCIL OF GOVERNMENTS, a California joint powers authority ("VCOG"), and Hugh Riley Professional Management, LLC, a California Limited Liability Corporation ("Contractor"), is made and entered, and approved as of the 8th day of March, 2018 (the "Effective Date"). VCOG and Contractor are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

**RECITALS**

A. VCOG desires to have its operations administered through an independent contractor agreement between VCOG and Contractor, whereby Contractor will be responsible for all administrative functions of VCOG.

B. Contractor represents that he has the qualifications and ability to perform the services of VCOG's Executive Director in a professional manner. Performance of the services in a professional manner includes, but is not limited to, meeting the requirements of this Agreement.

C. VCOG and Contractor now wish to enter into this Agreement to memorialize the terms by which Contractor will provide the services of Executive Director to VCOG.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual promises, covenants, and conditions contained herein, the Parties hereby agree as follows:

**AGREEMENT**

**1.0 POSITION AND DUTIES**

1.1 Duties and Appointment of Contractor as VCOG Executive Director. VCOG hereby appoints Contractor as the Executive Director of VCOG to perform the functions and duties as specified in VCOG's job description for the VCOG Executive Director position, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, as well as the functions and duties outlined for the VCOG Executive Director in the VCOG Bylaws. Contractor shall be responsible for the general conduct and administration of VCOG business, oversight of all VCOG contractors, and performance of such other legally permissible and proper functions and duties as the VCOG Board of Directors ("Board") shall, from time to time, request.

1.2 Work Schedule. Contractor is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of VCOG Executive Director. Additionally, Contractor acknowledges that the duties often require attending the monthly VCOG meetings or regional meetings related to VCOG's business. Notwithstanding the foregoing, Contractor shall set his own hours and VCOG shall accommodate all reasonably designated hours. Other than attendance at meetings, Contractor shall have discretion to determine where to perform any of the services to be performed, provided that he provides his contact information to VCOG Board members and is otherwise easily accessible to VCOG Board members, contractors, and others conducting business with VCOG.

### 1.3 Independent Contractor.

(a) Contractor shall provide the services described in Exhibit "A" to VCOG as an independent contractor. It is understood and acknowledged by and between VCOG and Contractor that Contractor is not and shall not be construed as an employee of VCOG for any purpose whatsoever. Under no circumstances shall Contractor look to VCOG as his employer, or as a partner, agent, or principal.

(b) Contractor shall have the option to hire an assistant or subcontractor to perform services under this Agreement; provided, however, that Contractor shall remain the principal person in charge of performing services under this Agreement. Any assistant must be hired, supervised, and paid at Contractor's sole cost and expense.

(c) Contractor hereby acknowledges and warrants that, as an independent contractor, Contractor is solely responsible for his performance and that of any of Contractor's assistants or subcontractors of the services hereunder, including the method, details, and means of performing the services specified herein.

(d) Except as otherwise provided herein, Contractor is solely liable for all costs and expenses associated with Contractor's performance hereunder and for any and all loss or damages which may be caused or occasioned on account of Contractor's provision of services pursuant to this Agreement, whether the same loss or damages be for personal injury or property damage.

(e) Contractor shall be responsible for providing, at Contractor's sole expense and in Contractor's name, disability, worker's compensation or other insurance, as well as licenses and permits usual or necessary for conducting the services under this Agreement. Contractor shall not be entitled to any benefits, including, without limitation, worker's compensation, deferred compensation, disability insurance, vacation or sick pay from VCOG. Contractor acknowledges and agrees that Contractor's employees shall not be eligible for any VCOG employee benefits and, to the extent Contractor's employees otherwise would be eligible for any VCOG employee benefits but for the express terms of this Agreement, Contractor (on behalf of himself and his employees) hereby expressly declines to participate in such VCOG employee benefits.

(f) Neither Contractor, nor any partner, agent, or employee of Contractor, has authority to enter into contracts that bind VCOG or create obligations on the part of VCOG without the prior written authorization of VCOG.

1.4 VCOG Documents. All data, studies, reports, and other documents prepared by Contractor in the performance of his duties under this Agreement shall be promptly furnished to and become the property of VCOG, without restriction or limitation on their use, and without additional cost to VCOG. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by VCOG or provided by VCOG to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the Chair of the Board, be used by Contractor for any purposes other than the performance of his functions and duties for VCOG.

## **2.0    COMPENSATION**

For the services rendered pursuant to this Agreement, Contractor shall be compensated at a rate of One Hundred Twenty-Five Dollars per hour (\$125.00/hour) during the term of this Agreement; provided, however, that Contractor's total compensation shall not exceed Forty-Five Thousand Dollars (\$45,000.00) in a fiscal year excluding compensation for special projects. Contractor shall be solely responsible for the payment of all taxes and similar matters. The compensation set forth in this Section 2.0 shall be Contractor's sole compensation for his services under this Agreement. Contractor shall invoice VCOG for the services rendered pursuant to this Agreement. The invoice shall include the number of hours worked, a description of the services performed, and costs chargeable to VCOG. The invoices shall be in sufficient detail to adequately describe each task performed and the hours related to each task. The invoice shall be provided to VCOG no more frequently than every thirty (30) days. Provided Contractor is not in default under this Agreement, VCOG shall pay all undisputed amounts in Contractor's invoices within thirty (30) days of receipt, consistent with VCOG's standard procedure for the payment of contracts or invoices, including review by the Chair of the Board and approval by the Board through the warrant run process. Contractor acknowledges that VCOG is not obligated to execute an additional agreement or an amendment to this Agreement for any further services by Contractor and that any services performed by Contractor beyond those specifically described in this Agreement or any exhibits are performed at Contractor's risk and without authorization under this Agreement.

## **3.0    TERM**

3.1.    Commencement Date. Contractor shall commence work with VCOG as of the Effective Date.

3.2.    Term. Unless earlier terminated in accordance with Section 3.3 below, this Agreement shall be in effect until June 30, 2018. Any extension beyond such date shall be evidenced by a writing signed by the Parties.

3.3.    Termination by VCOG or Contractor. The Board, upon an affirmative vote of a majority of a quorum of its members, may terminate this Agreement at any time with or without cause; provided that if termination by VCOG is with cause, no prior notice shall be required. If termination by VCOG is without cause, then thirty (30) days' written notice before the effective date of termination shall be required, unless a shorter period is acceptable to Contractor. Contractor may terminate this Agreement at any time upon at least thirty (30) days' written notice to VCOG before the effective date of termination, unless a shorter period is acceptable to the Board. In the event that this Agreement is terminated by VCOG for cause or by Contractor for convenience, Contractor shall provide all assistance reasonably requested by VCOG in connection with the efficient and orderly transition of performance of the services by Contractor to VCOG or any third party designated by VCOG, at no cost to VCOG. In the event that this Agreement is terminated by VCOG for convenience or by Contractor for cause, Contractor shall provide all assistance reasonably requested by VCOG in connection with the efficient and orderly transition of performance of the services by Contractor to VCOG or any third party designated by VCOG, at reasonable time and material rates to be agreed upon by the Parties. As an independent contractor, Contractor expressly agrees that he shall not be entitled to any compensation beyond the time actually worked and billed for VCOG services authorized under this Agreement.



#### **4.0 VCOG REVIEW**

VCOG shall have the right to review the work being performed by Consultant under this Agreement at any time during VCOG's normal business hours. Review, checking, approval or other action by VCOG shall not relieve Contractor of Contractor's responsibility for the accuracy and completeness of Contractor's work performed under this Agreement.

#### **5.0 INDEMNIFICATION AND INSURANCE**

5.1 Indemnification by VCOG. To the maximum extent permitted by law, VCOG shall defend, hold harmless, and indemnify Contractor against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Contractor's services under this Agreement. This Section 5.1 shall not apply to any intentional tort or crime committed by Contractor, to any action outside the course and scope of Contractor's services authorized under this Agreement, or any other intentional or malicious conduct or gross negligence of Contractor. In no event shall VCOG be liable in contract or tort for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement.

5.2 Indemnification by Contractor. To the maximum extent permitted by law, Contractor shall defend, hold harmless, and indemnify VCOG and its officers, officials, agents, employees, and volunteers from any and all claims, demands, costs (including reasonable attorneys' fees), or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor and Contractor's employees, agents, and volunteers. Contractor shall also defend, hold harmless, and indemnify VCOG against any liability for, or assessment of, any claims or penalties with respect to withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on VCOG by the relevant taxing authorities with respect to any compensation paid to Contractor or Contractor's partners, agents, or employees.

5.3 Insurance. Contractor shall procure and maintain, at his sole cost and expense, in a form and content satisfactory to VCOG, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of Five Hundred Thousand Dollars (\$500,000.00) or (ii) bodily injury limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) for products and completed operations liability, and property damage limits of One Hundred Thousand Dollars (\$100,000.00) per occurrence and One Hundred Thousand Dollars (\$100,000.00) in the aggregate.

(b) Worker's Compensation Insurance. If Contractor maintains any employees, a policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both Contractor and VCOG against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of Fifty Thousand Dollars (\$50,000.00) per person and One Hundred Thousand Dollars (\$100,000.00) per occurrence and property damage liability limits of Fifty Thousand Dollars (\$50,000.00) per occurrence. Said policy shall include coverage for owned, non-owned, leased, and hired vehicles.

## **6.0 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to VCOG that (a) Contractor is fully qualified to perform the services contemplated herein; (b) Contractor has thoroughly investigated and considered the scope of work and services to be performed, (c) Contractor has carefully considered how the services should be performed; and (d) entering this Agreement does not violate any provision of any other agreement to which Contractor is bound.

## **7.0 GENERAL PROVISIONS**

7.1 Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to Contractor's services to VCOG. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement, or promises not contained in this Agreement shall be valid or binding upon either Party.

7.2 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile upon written confirmation of receipt by facsimile, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the earlier of confirmed receipt or the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice.

To VCOG:

Chair of the Board  
VCOG

To Contractor:

Hugh Riley Professional Management, LLC  
P. O. Box 157  
Moorpark, CA 93020  
Telephone: (805) 217-9448  
Email: [ridgeriley@msn.com](mailto:ridgeriley@msn.com)

7.3 Outside Professional Activities. This Agreement in no way prohibits Contractor from providing services or engaging in employment with additional clients as long as said activity does not impede the progress of the work performed by Contractor for VCOG. Contractor shall secure prior approval from the Board to perform services for member agencies that could be in conflict or inconsistent with the services provided herein and shall be prohibited from working on any matters for the Southern Association of Governments ("SCAG") or Orange County Transportation Authority during the term of this Agreement.

7.4 Conflicts Prohibited. During the term of this Agreement, Contractor shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Contractor's duties under this Agreement. Contractor shall comply with all requirements of law, including Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and any and all other conflict and public sector ethics laws. Contractor shall promptly inform VCOG of any contract, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that might appear to conflict with VCOG's interests. VCOG, in its sole discretion, shall determine the existence of an actual conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Contractor written notice which describes the conflict.

7.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or other times be deemed a waiver or relinquishment of that right or power for all or any other times. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

7.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the Parties agree that the remaining provisions shall continue in full force without being impaired or invalidated in any way to the fullest extent permitted by law.

7.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action relating to this Agreement shall lie exclusively in any state court sitting in the County of Ventura.

7.8 Independent Legal Advice; Construction of Agreement. VCOG and Contractor represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, and VCOG and Contractor further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term hereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion hereof.

7.9 Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to this Agreement amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to this Agreement by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation or any other similar proceeding.

(a) Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party personally or by certified mail.

(b) The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration,

or other proceeding related to or arising under this Agreement if that Party refused or failed to participate in mediation in good faith pursuant to this Section 7.9.

(c) The Parties further agree to act in good faith to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute.

(d) The Parties shall share equally in the cost of mediation.

(e) If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this Section 7.9 shall require mediation prior to commencing an action in equity seeking injunctive relief. All applicable statutes of limitation shall be tolled while the mediation procedures specified in this Agreement are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

7.10 Compliance with Laws. All the services performed by Contractor under this Agreement shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of California, and with any other applicable rules, ordinances, and regulations.

7.11 Amendments. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the Parties.

7.12 Attorneys' Fees. If any action or proceeding is instituted to enforce or interpret any provision of this Agreement, the prevailing Party therein shall be entitled to recover its attorneys' fees and costs from the losing Party; provided, however, that this provision shall be limited by Section 7.9(b), above.

7.13 Headings. The titles of the sections in this Agreement are inserted for convenience of reference only and shall be disregarded in construing any provision of this Agreement.

7.14 Exhibits. All exhibits to this Agreement are incorporated herein by this reference.

7.15 Gender and Number. In this Agreement, the masculine, feminine, and neuter genders and the singular and the plural include one another, unless the context requires otherwise.

7.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages

executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient on the next business day following the email or facsimile transmission.

***IN WITNESS WHEREOF***, VCOG has caused this Agreement to be signed and executed on its behalf by its Chair of the Board, and duly attested by its officers thereunto duly authorized, and Contractor has signed and executed this Agreement, in his individual capacity.

“VCOG”

Ventura Council of Governments, a  
California joint powers authority

\_\_\_\_\_  
By: Bob Huber, Chair of the Board

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

“CONTRACTOR”

Hugh Riley Professional Management, LLC,  
a California Limited Liability Corporation

\_\_\_\_\_  
By: Hugh Riley, Owner

**EXHIBIT "A"**  
**DESCRIPTION OF VCOG EXECUTIVE DIRECTOR FUNCTIONS AND DUTIES**

**Essential Duties:**

- Representing and implementing Board goals of facilitating sub-regional and regional planning, coordination and technical assistance on issues of mutual concern to VCOG member agencies;
- Protecting Ventura County interests in SCAG's development of the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) and the Regional Housing Needs Assessment (RHNA) allocation to local jurisdictions in the six-county SCAG region; and
- Providing input and recommendations on public policy impacting local government, including, but not limited to, regional planning, homelessness, integrated waste management, and policy issues in the adopted VCOG Program of Priorities.

**The level of effort necessary to provide and support the following services/support will be mutually agreed upon by Contractor and VCOG prior to commencement.**

<b>ADMINISTRATIVE SERVICES</b>	
▪	Agenda/minutes preparation (Board, Administrative and Legislative Committees)
▪	Clerk of the Board functions (meeting facilitation, Brown Act posting)
▪	Work to implement annual VCOG Work Plan, develop future work plans
▪	Align VCOG Work Plan with SCAG's RTP/SCS Work plan/schedule
▪	Maintenance of Board roster, VCOG Committees, stakeholder lists
▪	Oversee VCOG elections as required by SCAG
▪	Oversee CALCOG involvement for VCOG
▪	SCAG Committee appointments/appointments to external boards (by VCOG)
▪	Oversee VCOG legal counsel activities
▪	Maintain VCOG identity materials (letterhead, envelopes, <u>etc.</u> )
▪	VCOG Bylaws review
▪	VCOG General Assembly
▪	Maintain and update all VCOG guidance documents, JPAs, Bylaws, <u>etc.</u>
<b>FINANCIAL SERVICES</b>	
•	Accounting of all VCOG financials
•	Accounts payable processing
•	Check register
•	Audit coordination and support
•	Grant reporting/tracking support, as needed

<ul style="list-style-type: none"> <li>• Development and oversight of VCOG Budget</li> </ul>
<ul style="list-style-type: none"> <li>• Procurement oversight</li> </ul>
<ul style="list-style-type: none"> <li>• Contract oversight</li> </ul>
<ul style="list-style-type: none"> <li>• Invoicing of VCOG dues and other receivables</li> </ul>
<b>TECHNICAL SUPPORT</b>
<ul style="list-style-type: none"> <li>• Align VCOG Work Plan with SCAG's RTP/SCS Work Plan/schedule</li> </ul>
<ul style="list-style-type: none"> <li>• Participation in SCAG Regional Council, Subregional Coordinators meetings, Executive Directors, and other Committee meetings, as needed</li> </ul>
<ul style="list-style-type: none"> <li>• Track and coordinate VCOG responsibilities as Interagency Council on Homelessness</li> </ul>
<ul style="list-style-type: none"> <li>• Identify potential funding opportunities for VCOG</li> </ul>
<ul style="list-style-type: none"> <li>• Participation in technical analysis of various documents/processes</li> </ul>
<ul style="list-style-type: none"> <li>• Technical support for RHNA, air quality, or other issues (may be subcontractor effort)</li> </ul>
<b>OUTREACH SERVICES</b>
<ul style="list-style-type: none"> <li>• Website development and maintenance</li> </ul>
<ul style="list-style-type: none"> <li>• High level of coordination with Ventura County City Managers Association</li> </ul>
<ul style="list-style-type: none"> <li>• Development of flyers, agendas, meeting notes, sign-in sheets, presentations</li> </ul>
<ul style="list-style-type: none"> <li>• VCOG or policy area fact sheets</li> </ul>
<ul style="list-style-type: none"> <li>• Work with various groups and coalitions as needed</li> </ul>
<ul style="list-style-type: none"> <li>• Oversee communication efforts for VCOG</li> </ul>
<ul style="list-style-type: none"> <li>• Media outreach as needed</li> </ul>
<ul style="list-style-type: none"> <li>• Public participation plans/programs as needed</li> </ul>

## EXHIBIT "A"

### DESCRIPTION OF VCOG EXECUTIVE DIRECTOR FUNCTIONS AND DUTIES

#### Essential Duties:

- Serve as staff to the VCOG Board of Directors, and attending SCAG policy and governing board meetings and SCAG Subregional Coordinators meetings representing the VCOG subregion.
- Protecting Ventura County interests in SCAG's development of the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) and the Regional Housing Needs Assessment (RHNA) allocation to local jurisdictions in the six-county SCAG region;
- 
- Adopting a growth forecast, which is now required by statute to be used for RHNA allocations and for regional transportation planning; and,
- Providing input and recommendations on new requirements relating to Senate Bill 375 and its requirements for a SCS that seeks to reduce greenhouse gas emissions by shifting future and higher-intensity growth near transit stations and facilities.

**The level of effort necessary to provide and support the following services/support will be mutually agreed upon by Contractor and VCOG prior to commencement.**

ADMINISTRATIVE SERVICES	
▪	Agenda/minutes preparation (Board and Executive Management Committee)
▪	Clerk of the Board functions (Meeting facilitation, Brown Act posting) commencing September 2013
▪	
▪	Work to implement 2012-2013 VCOG Work Plan, develop future work plans
▪	Align VCOG Work Plan with SCAG's 2016 RTP/SCS Work plan/schedule
▪	Maintenance of Board roster, VCOG TAC, stakeholder lists
▪	Oversee VCOG elections as required by SCAG
▪	Oversee CALCOG involvement for VCOG
▪	
▪	
▪	SCAG Committee appointments/appointments to external boards (by VCOG)
▪	Oversee VCOG legal counsel activities
▪	Maintain VCOG identity materials (letterhead, envelopes, etc)
▪	VCOG Bylaws review



<ul style="list-style-type: none"> <li>▪ VCOG General Assembly (if needed for bylaws update)</li> <li>▪ Maintain and update all VCOG guidance documents, JPAs, bylaws, etc.</li> </ul>
<b>FINANCIAL SERVICES</b>
<ul style="list-style-type: none"> <li>• Accounting of all VCOG Financials</li> <li>• Accounts payable processing</li> <li>• Check register beginning September 2013</li> <li>• Audit support (VCOG responsible for audits starting with FY 2013-2014 audit)</li> <li>• Grant reporting/tracking support</li> <li>• Development and oversight of VCOG Budget</li> <li>• Procurement oversight</li> <li>• Contract oversight</li> <li>• Caltrans audit – follow up support as needed</li> <li>• Invoicing of VCOG dues</li> <li>•</li> </ul>
<b>TECHNICAL SUPPORT</b>
<ul style="list-style-type: none"> <li>•</li> <li>• Align VCOG Work Plan with SCAG's 2016 RTP/SCS Workplan/schedule</li> <li>•</li> <li>• Participation in monthly SCAG Regional Council, Subregional Coordinators meetings, SCS Committee meetings</li> <li>• Participation in monthly SCAG Plan and Programs TAC meetings</li> <li>• Identify potential funding opportunities for VCOG</li> <li>•</li> <li>• Participation in technical analysis of various documents/processes</li> <li>•</li> <li>• Technical support for RHNA or air quality issues (may be sub consultant effort)</li> </ul>
<b>OUTREACH SERVICES</b>
<ul style="list-style-type: none"> <li>•</li> <li>• Website development and maintenance</li> <li>• High level of coordination with Ventura County City Manager's Association</li> <li>• Development of flyers, agendas, meeting notes, sign-in sheets, presentations</li> <li>• VCOG or policy area fact sheets</li> <li>• Stakeholder Working Group (meets as needed, database maintained)</li> </ul>

<ul style="list-style-type: none"><li>• Work with various groups and coalitions as needed</li></ul>
<ul style="list-style-type: none"><li>• Oversee communication efforts for VCOG</li></ul>
<ul style="list-style-type: none"><li>• Media outreach as needed</li></ul>
<ul style="list-style-type: none"><li>• Public participation plans/programs as needed</li></ul>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IEI Brokers 207 W. Los Angeles Ave., #363  Moorpark CA 93021		<b>CONTACT NAME:</b> Robert Sichmeller <b>PHONE (A/C, No, Ext):</b> (805) 624-4815 <b>E-MAIL ADDRESS:</b> robert@iei brokers.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Insurance Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b>
<b>INSURED</b>  Hugh Riley Professional Management 33 High Street  Moorpark CA 93021				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			680-006K257679	2/09/2018	2/09/2019	EACH OCCURRENCE \$ 1000000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000				
			MED EXP (Any one person) \$ 5000				
			PERSONAL & ADV INJURY \$ 1000000				
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						GENERAL AGGREGATE \$ 2000000
							PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

\*10 day cancellation for non-payment of premium

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Robert C. Sichmeller*

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**VENTURA COUNCIL  
OF GOVERNMENTS**

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**MEMORANDUM**

**TO:** Board of Directors

**FROM:** Hugh Riley, Executive Director 

**SUBJECT:** Safe Passages Youth Foundation – Thousand Oaks Police Chief Tim Hagel will discuss the Safe Passages Foundation and goals to expand the program in Ventura County.

**DATE:** March 8, 2018

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**Recommendation:**

Hear presentation from Thousand Oaks Police Chief Tim Hagel about the Safe Passages Youth Foundation. The Foundations goal is to stem the growth of criminal gangs by creating an alternative for youth that are attracted to gang life due to their circumstances at home.

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**Background:**

Safe Passage is a partnership of organizations, each who contribute to the four pillars of SAFETY, LITERACY, MENTORING & COMMUNITY. They organize the day to day programs and activities. The objective is to Isolate existing gang members from the micro-community by building trust between law enforcement, children and families traditionally influenced by gang activity.

The gang business model has survived longer than nearly all fortune 500 companies. Why? Simply put, they distract young children away from early education, keeping them illiterate and dependent on the gang for knowledge.

Nationwide, approximately nine million at-risk youth will reach age 19 without ever having a mentor. Safe Passage mentors are one on one with each vulnerable child, five-days a week, leaving no room for gangs to establish influence.

Safe Passage is an innovative, locally designed, scalable gang prevention program that can work in even the smallest cities. The components are able to replicate and size accordingly to the community and law enforcement needs.

Simply stated, social cohesion matters. The practice of social cohesion is what gangs use to attract youth. Safe Passage community partners replace what the gang provides and deliver a sense of individual, relational and belonging.


The Safe Passage program costs are about \$1,250 a year per child. More importantly, a non-Safe Passage youth with six or more gang offenses over his or her lifetime imposes \$4.2 to \$7.2 million in costs on society and the victims.



**VENTURA COUNCIL  
OF GOVERNMENTS**

**MEMORANDUM**

**TO:** Board of Directors

**FROM:** Hugh Riley, Executive Director 

**SUBJECT:** Housing Solitions Working Group - Matthew Fienup, Ph.D, Executive Director of the Center for Economic Research & Forecasting at Cal Lutheran University will provide details about the Housing Solutions Working Group in Ventura County.

**DATE:** March 8, 2018

**Recommendation:**

Hear presentation from Matthew Feinup regarding the Housing Solutions Working Group.

**Background:**

When it comes to housing in Ventura County, there is more common ground among individuals and interest groups than is usually understood. For one thing, there is universal appreciation for the beautiful natural environment and unique quality of life that has set Ventura County apart. At the same time, there is broad consensus that a lack of housing is causing worrisome economic decline in the region. The long term economic vitality of Ventura County depends upon adequate housing.

**Common ground is a powerful incubator for new ideas and innovative solutions.**

That's the premise of the Housing Solutions Working Group, a diverse group of stakeholders who have been meeting at California Lutheran University since mid-2017, to tackle the housing shortage head-on. Members of the working group represent nearly the full political and economic spectrum of our County: advocates for housing of every kind (affordable, farm-worker, and workforce or market-rate housing), economic development groups, large employers (including two of the largest employers in the county), agricultural operators, individuals from the County's two major Universities, labor unions, social justice advocates, and even a prominent open-space conservation organization. In the words of one of our members, the members of our group "are not the usual suspects."

The goal of this diverse working group is to advocate for housing in a manner that is consistent with our shared values. In particular, the group is working to:

- Identify and implement creative solutions that are being used elsewhere, which can be implemented in Ventura County under existing land use policy
- Advocate for local policy changes that facilitate infill development and other reasonable new construction while maintaining open space and farmland

Following more than 6 months of work by the members of the working group, a couple of policy tools have emerged which hold real promise for Ventura County. Among the creative solutions that the group is currently pursuing are the use of a Community Housing Land Trust (following the model of Sonoma County) and implementation of transferrable development rights (following the model of Churchill County, Nevada and Naval Air Station Fallon). Each policy is already at work and creating value in other parts of the country. These are tools with a track record of creating value in communities struggling to balance growth and conservation. The beauty for our region is that we don't have to reinvent the wheel.