



**AGENDA**  
**The meeting will be LIVE**  
**Thursday, May 12, 2022, 4:00 p.m.**  
**Camarillo City Council Chambers**  
**601 Carmen Dr., Camarillo, CA**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Council meeting, please contact VCOG staff at 805-217-9448. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

**AGENDA REPORTS AND OTHER DISCLOSABLE PUBLIC RECORDS RELATED TO OPEN SESSION AGENDA ITEMS ARE AVAILABLE ON THE VCOG WEBSITE UNDER AGENDA AND MINUTES AT [WWW.VENTURACOG.ORG](http://WWW.VENTURACOG.ORG).**

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

**2. ROLL CALL**

**3. PUBLIC COMMENT**

At this time, public comments received in advance by VCOG Staff will be read aloud into the meeting record. Individual Board Members may briefly respond to Public Comments or ask questions for clarification.

**4. EXECUTIVE DIRECTOR’S REPORT – (Sent Separately)**

**5. AGENCY REPORTS – Oral Reports If Representatives Attend**

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

**6. 2022-2023 VCOG Operating Budget p. 3 Review the proposed VCOG Operating Budget for F.Y. 2022-2023 adopt VCOG Resolution No. 2022-03. **Action:** Adopt VCOG Resolution No. 2022-03.**

**MEMBERS**

City of Camarillo  
Kevin Kildee, Chair  
Charlotte Craven, Alternate

City of Fillmore  
Simone Alex  
Diane McCall, Alternate

City of Moorpark  
Janice Parvin, Member  
Chris Enegren, Alternate

City of Ojai  
Randy Haney, Chair-Elect  
Betsy Stix, Alternate

City of Oxnard  
Bert Perello, Member  
Oscar Madrigal, Alternate

City of Port Hueneme  
Steven Gama, Member  
Misty Perez, Alternate

City of San Buenaventura  
Mike Johnson, Member  
Doug Halter, Alternate

City of Santa Paula  
Jenny Crosswhite, IP Chair  
Andy Sobel, Alternate

City of Simi Valley  
Elaine Litster, Member  
Mike Judge, Alternate

City of Thousand Oaks  
Kevin McNamee, Member  
Bob Engler, Alternate

County of Ventura  
Bob Huber, Member  
Carmen Ramirez-Alternate

7. **Approval of Independent Contractor Agreement with Hugh Riley, Professional Management, LLC for Executive Director/ Administrative Services P. 10** Review and approve the Independent Contractor Agreement for Executive Director/Administrative Services contingent upon completion of an at least satisfactory performance evaluation by the Administrative Committee no later than June 30, 2022.
  
8. **CONSENT CALENDAR**
  - A. **Summary of March 10, 2022 Meeting p. 21** – Approve Meeting Summary for the March 10, 2022, VCOG Meeting. **Action:** Approve Meeting Summary as published.
  - B. **Financial Report p. 28** - Approve Ventura Council of Governments Financial Report for the Budget Period from March 10, 2022 to May 6, 2022.. **Action:** Approve Financial Report.
  - C. **Register of Warrants & Debit Card Transactions p. 33** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from March 10, 2022 to May 6, 2022. **ACTION:** Approve Register of Warrants and Debit Card Transactions.
  - D. **Approve- 2022 VCOG Legislative Program p. 36-** Approve VCOG Legislative Program for 2022. **Action:** Approve 2022 VCOG Legislative Program.
  - E. **Approve- 2022 VCOG Program of Priorities p. 43** - Approve VCOG Program of Priorities for 2022. **Action:** Approve 2022 VCOG Program of Priorities.
  - F. **Approve REAP Subregional Partnership Program Scope of Work- Second Revision and Authorize Chair to Execute Subsequent Amendment to VCOG-SCAG MOU M-018-21 p. 47–** **Action:** Approve Staff Recommendation.
  
9. **PRESENTATION ITEMS**
  - A. **Ventura County in the Drought Emergency– p. 74-**Learn the alarming facts about the water supply situation facing Ventura County from the officials who manage our water storage treatment and delivery systems. **Action:** Receive Presentations and discuss. PLEASE SAVE QUESTIONS UNTIL ALL THREE PRESENTATIONS HAVE CONCLUDED.  
**SPEAKERS:**
    - John Lindquist, Senior Hydrogeologist, United Water Conservation District
    - Mike Flood, General Manager, Casitas Municipal Water District
    - Dan Drugan- Manager of Resources, Calleguas Municipal Water District
  
10. **BOARD MEMBER COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

Any Council Member present may propose items for placement on a future agenda. Members should limit their proposed topics to issues that conform to VCOG's adopted Program of Priorities. Members may discuss whether the item should be placed on a future agenda and the description of the agenda item.
  
11. **ADJOURNMENT: Next Meeting- July 14, 2022 at Camarillo City Hall**


Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file with the Ventura Council of Governments Executive Director and are available for public inspection. If you have any questions regarding any agenda item, contact the Executive Director at (805) 217-9448. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director. Notification 48 hours before the meeting will allow VCOG to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35, 102-35. 104 ADA Title II).



**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 6**

**MEMORANDUM**

**TO:** Council Members and Alternates  
**FROM:** Hugh Riley, Executive Director   
**SUBJECT:** Fiscal Year 2022/2023 Budget Approval  
**DATE:** May 12, 2022

---

**Recommendation:**

The Council should review the proposed VCOG Operating Budget for F.Y. 2022-2023 adopt VCOG Resolution No. 2022-03.

**Discussion:**

The VCOG Joint Powers Authority Agreement Section 23 requires that a budget be adopted, and dues be approved, at the last regular meeting of the Governing Body prior to June 30 of each year or at the first meeting, regular or special, of the Governing Body after June 30. This report transmits the proposed VCOG Budget for Fiscal Year 2022/2023.

Fiscal Year 2021/2022 Expenditures

Fiscal Year 2021/2022 total expenditures are estimated to be \$363,651. The 2021-2022 Budget as amended totaled \$489,002 including \$416,900 in REAP Grant Funds leaving a probable unexpended fund balance of \$125,351. Estimated expenses for Executive Administration (Executive Director) \$45,000 are within the budgeted \$45,000. No other budget line items were exceeded

2022/2023 Estimated Revenue

Annual revenue is budgeted at \$187,686 including REAP Grant Funds for the remainder of the program. Thus the proposed expenditure plan for Fiscal Year 2022/2023 is \$185,186. Staff has obtained Annual Dinner Sponsorships from SCAG, Southern California Edison, and Athens Services totaling \$8,500 to support the planned event costs.

2022/2023 Proposed Expenditures

The Executive Administration line item has been maintained at \$45,000 which conforms to the services contract to be submitted on May 12, 2022. Accounting Fees and Audit are presented as separate line items at \$1,500 and \$5,500 respectively. This reflects the current fee estimate from the auditor for the 2021-2022 Audit and estimated costs for bookkeeping/accounting services for the year.

Separate line items for Insurance and Legal Services have also been included in the budget based on the existing Alliant insurance policy premium with a slight increase for inflation and \$300 for possible legal services. \$8,500 has been budgeted for the Annual Dinner, \$3,900 for Conference and Meetings and \$1,702 for staff Travel if authorized. Costs for staff attendance at both the CalCities Annual Conference in Long Beach in September 2022, and the SCAG Annual Conference and General Assembly in May 2023 have been included as both events are planned as live events.

#### 2022-2023 REAP Grant Expense

REAP Project Expense Line Items have been modified to reflect the Second Amendment to the Program Scope of Work submitted to SCAG on April 20, 2022:

#### PROJECT 1

- Close out Task A as completed, Set budget equal to actual.
- Close out ADMIN (5%) separate line - only has \$162.50 charged. Set TASK B Budget as \$18,454.
- Move \$10,000 from ADMIN to Project 1-Task B to cover staff time through rest of REAP Program and REAP 2 application costs. -
- Move remaining ADMIN budget to Project 4, New Task A

#### PROJECT 2- Complete

- Close out and move balance to Project 4, new Task A. Set budget equal to actual.

#### PROJECT 3- Complete

- Close out and move balance to Project 4, new Task A Set budget equal to actual.

#### PROJECT 4

- Create new Task A for VCOG staff time equaling sum of transfers from Projects 1, 2 and 3 plus actual \$ spent thru first Quarter.
- Add the 5% SCAG (\$21,600) Supplemental Award to previous \$50,500 for total of \$72,100 to use with OCCOG and GCCOG.

#### PROJECT 5

- Adjusted Tasks A, B, and C budgets to better match consultants' Scope of Work keeping same total for project.

\$163,281 in REAP Grant Funds will be needed to complete the current projects. These numbers may change as we approach the end of the budget year.

#### Administrative Operating Costs

Expenses for office supplies, printing and copying, and Internet are based on current year's expenditures including the annual fee for the Quickbooks Program. The proposed budget for 2022-2023 continues to separate these expenses and maintains a similar, overall total amount with adjustments based on actual expenses in the previous year.

Fiscal Year 2022/2023 Proposed Budget

The proposed Fiscal Year 2022/2023 budgeted income (Attachment A) totals \$187,686 to continue operations and programming of VCOG including the probable completion of the REAP Program by June 30, 2023. Member agency Dues Assessments (Attachment B) have been maintained at the same level as 2021-2022 as they have for the past seven years. Budgeted income compared to proposed expenses results in an uncommitted budget surplus of \$2,500.

**ATTACHMENT: VCOG Resolution 2022-03 and Exhibits-Proposed Budget 2022-2023**

**ATTACHMENT**

**VENTURA COUNCIL OF GOVERNMENTS RESOLUTION  
NO. 2022-03**

**A RESOLUTION OF THE GOVERNING BODY OF  
THE VENTURA COUNCIL OF GOVERNMENTS  
ADOPTING THE 2022-2023 BUDGET**

BE IT RESOLVED by the Governing Body of the Ventura Council of Governments as follows:

SECTION 1: The Governing Body finds that a budget for Fiscal Year 2022-2023 must be adopted to fund VCOG Operations for the coming year.

SECTION 2: The Governing Body agrees to adopt the proposed budget for Fiscal Year 2022-2023 as detailed in Exhibit A.

SECTION 3: The Governing Body agrees that, while certain budgeted expense line items may be exceeded due to unexpected cost increases or other circumstances, the approved Total Expenditure amount shall not be exceeded. Further, line item cost overruns shall not exceed 10% of the original line item without approval by the Administrative Committee. The legal level of budgetary control, the level at which expenditures cannot legally exceed the appropriated amount, is exercised at the fund level.

SECTION 4: All fund balances as of June 30, 2022 shall be carried forward to the 2022-2023 Fiscal Year Operating Budget.

SECTION 4: The Governing Body agrees to adopt Member Dues Assessments for Fiscal Year 2022-2023 as detailed in Exhibit B.

PASSED AND ADOPTED this 12<sup>th</sup> day of May, 2022.

---

Kevin Kildee, Chair

Attest:

---

Hugh Riley, Executive Director

## Exhibit A

### VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2022/2023 PROPOSED BUDGET

<u>Budget Item</u>	Fiscal Year 2021/2022 <u>Amended Budget</u>	Fiscal Year 2021/2022 <u>9-12 Month Estimate</u>	Fiscal Year 2022/2023 <u>Proposed</u>
<b>Income</b>			
Annual Dinner Sponsorships	6,000	6,000	8,500
Annual Dinner Tickets	300	300	300
Dues Assessments	<u>64,992</u>	<u>64,992</u>	<u>64,992</u>
<b>Sub Total Income</b>	<b>71,292</b>	<b>71,292</b>	<b>73,792</b>
<b>Other Types of Income</b>			
Bank Interest	10	10	10
Research Grant Appropriation	800	800	0
SCAG- REAP Contract	<u>416,900</u>	<u>176,705</u>	<u>163,271</u>
<b>Total-Other Types of Income</b>	<b><u>417,710</u></b>	<b><u>177,515</u></b>	<b><u>163,281</u></b>
<b>Total Income</b>	<b>489,002</b>	<b>248,807</b>	<b>237,073</b>
<b>Expenses</b>			
<b>Contract Services</b>			
Accounting Services	2,000	1,500	1,500
Audit	5,250	5,500	5,500
Executive Administration	45,000	45,000	45,000
Legal Fees	300	300	300
Research Grant-CLU	<u>800</u>	<u>800</u>	<u>0</u>
<b>TOTAL Contract Services</b>	<b>53,350</b>	<b>53,100</b>	<b>52,300</b>
<b>Operations</b>			
Printing and Copying	1,150	1,150	1,150
Supplies	500	0	250
Website & Programs	<u>1,000</u>	<u>860</u>	<u>1,000</u>
<b>Total Operations</b>	<b>2,650</b>	<b>2,010</b>	<b>2,400</b>
<b>Other Types of Expenses</b>			
Insurance-Liability, D and O	<u>2,200</u>	<u>2,471</u>	<u>2,500</u>
<b>Total-Other Types of Expenses</b>	<b><u>2,200</u></b>	<b><u>2,471</u></b>	<b><u>2,500</u></b>
<b>TOTAL Operations Expenses</b>	<b>58,200</b>	<b>57,581</b>	<b>57,200</b>
<b>REAP Project Costs (based on MOU Revision No..2)</b>			
<b>Project 1</b>			
TASK A	2,731	closed	-0-
TASK B	25,500	4,614	18,454
TASK C	<u>21,279</u>	closed	<u>0</u>
<b>SUB TOTAL- Project 1</b>	<b>47,510</b>	<b>4,614</b>	<b>18,454</b>
<b>Project 2</b>			
TASK A	3,100	completed	0
TASK B	<u>3,100</u>	completed	<u>0</u>
<b>SUB TOTAL- Project 2</b>	<b>6,200</b>	<b>0</b>	<b>0</b>
<b>Project 3</b>			
TASK A	2,500	completed	0
TASK B	<u>25,900</u>	completed	<u>0</u>
<b>SUB TOTAL- Project 3</b>	<b>28,400</b>	<b>0</b>	<b>0</b>

<u>Budget Item</u>	Fiscal Year 2021/2022 <u>Amended Budget</u>	Fiscal Year 2021/2022 9-12 Month Estimate	Fiscal Year 2022/2023 <u>Proposed</u>
Project 4			
JOINT ADU	70,000	0	72,100
TASK A- NEW		<u>2,383</u>	<u>9,532</u>
SUB TOTAL- Project 4	70,000	2,383	81,632
Project 5			
TASK A	6,000	27,062	<b>29,379</b>
TASK B	174,600	136,556	<b>27,932</b>
TASK C&D	82,590	6,090	<b>5,874</b>
TASK D – Administration	<u>1,000</u>	<u>closed</u>	<u>-0-</u>
SUB TOTAL- Project 5	264,190	169,708	<b>63,185</b>
<b>Total REAP Costs</b>	416,300	176,705	<b>163,271</b>
Total Operations & Contract Svcs.	474,500	234,286	<b>220,471</b>
Travel and Meetings			
Annual Dinner	8,000	7,765	<b>8,500</b>
Conference and Meetings	4,842	5,000	<b>3,900</b>
Travel & Lodging	<u>1,660</u>	<u>1,837</u>	<u>1,702</u>
Total- Travel and Meetings	<u>14,502</u>	<u>14,602</u>	<u>14,102</u>
<b>Total Expenditures</b>	489,002	248,888	<b>234,573</b>
<b>Total Income</b>			<b>(237,073)</b>
<b>Budget Surplus Income</b>			<b>2,500</b>



## EXHIBIT B

### VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2022/2023 DUES ASSESSMENT BY MEMBER

VCOG Member Agency	Population	Pop %**	3/4 Population Distribution**	1/4 Equal Distribution**	Total Assessment**
Camarillo	67,154	7.92%	\$3,861	\$1,477	\$5,338
Fillmore	15,441	1.82%	887	1,477	2,364
Moorpark	35,727	4.21%	2,052	1,477	3,529
Ojai	7,612	0.90%	439	1,477	1,916
Oxnard	206,148	24.31%	11,851	1,477	13,328
Port Hueneme	22,768	2.68%	1,307	1,477	2,784
San Buenaventura	109,338	12.89%	6,284	1,477	7,761
Santa Paula	30,556	3.60%	1,755	1,477	3,232
Simi Valley	126,483	14.91%	7,269	1,477	8,746
Thousand Oaks	129,349	15.25%	7,434	1,477	8,911
Ventura County - Unincorporated	97,497	11.50%	5,606	1,477	7,083
<b>Total</b>	<b>848,073</b>	<b>100.00%</b>	<b>\$48,745</b>	<b>\$16,227</b>	<b>\$64,992</b>


\* Based on the California Department of Finance population estimates (January 1, 2015).

\*\* May not total exactly due to rounding.



**MEMORANDUM**

**TO:** Council Members and Alternates

**FROM:** Hugh Riley, Executive Director 

**SUBJECT:** Approval of Independent Contractor Agreement with Hugh Riley, Professional Management, LLC for Executive Director/ Administrative Services

**DATE:** May 12, 2022

---

**Recommendation:**

It is recommended that the Council review and approve the Independent Contractor Agreement for Executive Director/Administrative Services contingent upon completion of an at least satisfactory performance evaluation by the Administrative Committee no later than June 30, 2022.

**Discussion:**

The current Agreement for Independent Contractor Services with Hugh Riley, Professional Management, LLC will expire on June 30, 2022. The Administrative Committee is conducting a Performance Review of the Executive Director to be completed on or before June 30, 2022.

Mr. Riley is offering a new, two-year agreement with compensation continuing at an hourly rate of \$125 per hour, the currently approved compensation rate, and a total amount not to exceed \$45,000 in a fiscal year without prior authorize from the Administrative Committee. The expenditure cap does not include compensation from the REAP Program.

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 Council approval and completion of the performance review, and continue through June 30, 2024.

The attached independent contractor agreement contains provisions for contractor insurance requirements, indemnification of and by the parties, a termination clause, and dispute resolution procedures.

**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 12th day of May, 2022 (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 Council of Directors ("Council") 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 Council members and is otherwise easily accessible to VCOG Council 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

Council, 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 unless approved by the Administrative Committee. 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 Council and approval by the Council 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, 2024. Any extension beyond such date shall be evidenced by a writing signed by the Parties.

3.3. Termination by VCOG or Contractor. The Council, 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 Council. 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 Council  
VCOG

To Contractor:

Hugh Riley Professional Management, LLC  
P. O. Box 157  
Moorpark, CA 93020  
Telephone: (805) 217-9448  
Email: 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 Council 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 Council, 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: Kevin Kildee, Chair of the Council

“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 Council 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.**

ADMINISTRATIVE SERVICES
▪ Agenda/minutes preparation (Council, and Administrative Committee)
▪ Clerk of the Council 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 Council roster, VCOG Committees, stakeholder lists
▪ Oversee VCOG elections as required by SCAG
▪ Oversee CALCOG involvement for VCOG
▪ SCAG Committee appointments/appointments to external Councils (by VCOG)
▪ Oversee VCOG legal counsel activities
▪ Maintain VCOG identity materials (letterhead, envelopes, etc.)
▪ VCOG Bylaws review
▪ VCOG General Assembly
▪ Maintain and update all VCOG guidance documents, JPAs, Bylaws, etc.
FINANCIAL SERVICES
• Accounting of all VCOG financials
• Accounts payable processing
• Check register
• Audit coordination and support

<ul style="list-style-type: none"> <li>• Grant reporting/tracking support, as needed</li> </ul>
<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>



**MEETING SUMMARY**

**ITEM 8A**

**33 East High St., Suite 200  
Moorpark, CA 93012  
March 10, 2022  
4:00 p.m. VIA ZOOM**

**1. CALL TO ORDER & FLAG SALUTE** – The meeting was called to Order at 4:10 PM by Chair Kildee. The Flag Salute was led by Chair Kildee.

**2. ROLL CALL**

**Present:**

Kevin Kildee, Chair, City of Camarillo  
Jenny Crosswhite, Immediate Past Chair, City of Santa Paula – Joined at 4:30  
Janice Parvin, City of Moorpark  
Randy Haney, City of Ojai  
Mike Johnson, City of San Buenaventura  
Bob Huber, Supervisor, County of Ventura-  
Elaine Litster, City of Simi Valley  
Bert Perello, City of Oxnard  
Simone Alex, City of Fillmore  
Steven Gama, City of Port Hueneme  
Kevin McNamee, City of Thousand Oaks- Joined at 4:20

**Alternates Present: None**

**Staff Present:**

Hugh Riley, Executive Director  
Dr. Chris Williamson, AICP, Housing Programs Specialist-

**Partner Agency Representatives:**

Rachel Wagner, Regional Affairs Officer, SCAG  
Amanda Fagan, Director of Planning and Policy, V.C.T.C.  
Dave Mullinax, Regional Public Affairs Manager, League of California Cities  
Mina Layba, Legislative Affairs Manager, City of Thousand Oaks

**Guests:**

Claudia-Bill de le Pena, Council Member, City of Thousand Oaks  
Sandy Smith, Chair, VCCTR  
Tim Gallagher, Consultant, VCCTR  
David Grau, President, Ventura County Taxpayers Association

**3. Virtual Meeting Declaration (Resolution No. 2022-01)** – Chair Kildee made the following **announcement:** “On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. On June 11, 2021, the Governor subsequently issued Executive Order N-08-21 maintaining the suspension of certain provisions of the Brown Act to continue to allow for local legislative

Bodies to conduct their meetings completely telephonically or by other electronic means through September 30, 2021. In accordance with AB361, VCOG will continue to conduct its meetings by teleconference, its councilmembers will participate in the meeting from individual remote locations, and no physical location will be open to the public for the VCOG meeting. Members of the public will be able to virtually view and participate in the Council meeting remotely. Members of the public who wish to address the council on an item to be considered at this meeting are asked to please use/click the "Raise Hand" feature in Zoom (or \*9 if you are calling into the Zoom meeting) at the time the Chairperson requests public comments. The Chair will then advise you when it is your turn to speak. Verbal public comments are limited to three minutes.

**STAFF RECOMMENDED ACTION: Recommendation:** That the VCOG Governing Body, pursuant to Government Code Section 54953(e) makes the following findings required by Government Code Section 54953(e)(3): (1) a proclaimed state of emergency remains active in connection with the COVID-19 public health crisis, (2) the VCOG Governing Body has reconsidered the circumstances of the state of emergency and (3) state and local officials continue to impose or recommend measures to promote social distancing in relation to the COVID-19 public health crisis and, further the VCOG Governing Body will utilize remote teleconference meetings pursuant to and in compliance with Brown Act provisions contained in Government Code Section 54953(e).

A **MOTION** was made by Member Parvin to Approve the Staff Recommendation regarding the Virtual Meeting Declaration. The motion was **SECONDED** by Chair-elect Huber. The motion carried with a Roll Call Vote: Ayes- 9 Nays- 0.

#### 4. PUBLIC COMMENT – NONE

#### 5. Executive Director's Report

- **2022 Legislative Update** – Riley reported on the early legislative activity and that it is still too early to report much detail about the many bills that have been introduced or reintroduced and deferred to an update from the CalCities (League of California Cities) Representative Dave Mullinax later in the meeting.
- **SCAG Update-** Riley referenced the March Report from SCAG Regional Affairs Officer, Rachel Wagner is attached.
- **SCAG Regional Council Approves Submittal of REAP 2.0 Funding Application-** Riley reported on The Regional Early Action Planning Grant Program for 2021 (REAP 2021) was established as a part of Assembly Bill 140 (AB 140) for the FY 21-22 budget to support transformative and innovative projects that implement a region's Sustainable Communities Strategy and help achieve goals of more housing and transportation options that reduce reliance on cars. REAP 2021 will provide grants to regional entities, primarily metropolitan planning organizations (MPOs), through a combination of formula and competitive-based programs. The SCAG region's formula share is \$246,024,084. To support outreach, program development and development of a full program application, the State has made advance funds of up to ten percent (10%) of the total allocation (amounting to \$24,602,408) available starting in January 2022. On February 3, 2022, the SCAG Regional Council approved the submittal of SCAG's application for up to the full 10% in REAP 2021 advance funding, and acceptance of the advance funding, and authorization for SCAG to use available fund balances to commence REAP 2021 (REAP 2.0) allowable

pre-award activities, including hiring required program limited-term staff prior to the formal budget amendment to support REAP 2021 program development.

Presumably, REAP 2.0 Funds will be made available the Ventura County Agencies including VCOG and VCTC (Sub regions) in the coming year. At this time VCOG Staff will participate in the program development discussions with SCAG and HCD considering the following:

- Including SCAG REAP Scope of Work in the HCD Guidelines
  - Approval of \$246 allocated to SCAG
  - Availability of \$24 is 10% advance to SCAG in 2022
  - Outreach' to Sub regions to create programs for REAP 2.0
  - Completion of full application due at end of 2022
  - Majority of funds are Federal money, so end date of 2025 is fixed
  - There are no NEPA Requirements
  - The primary emphasis for REAP 2.0 is achieving "multiple policy objectives" including implementing Sustainable Communities Strategy and Regional Transportation Plan (SCS/RTP), Infill housing, VMT reduction, and Affirmative Housing. It appears that programs must do all of these, not 'or'
  - We anticipate close work with VCTC on SCS program for the county
  - SCAG 10% scope to be approved by SCAG Board in May
  - Sub regions will apply to SCAG for funds for local outreach to cities.
  - Sub region MOUs would be developed between June and August 2022
  - SCAG will have intern "fellows" available for Sub regions starting in September 2022
- as staff
- Sub region outreach from September to December - to include VCOG programs in full SCAG application
  - Some staffing assistance could be available at end of year for set period (2 years?)

- **VCOG-REAP Project Update** (Chris Williamson)

**PROJECT 2: Localized Content for Documents, Presentations, and Public Information Programs – COMPLETE** - Work Product has been completed, updated following 2021 Legislative Session and distributed. The Power Point information slides about RHNA "from the State to SCAG to each city" has been reviewed by SCAG were sent to each city staff contact.

**PROJECT 3: Regional Inclusionary Ordinance – COMPLETE-** The Ordinance Template and Appendix has been completed and distributed to City Attorneys and Planning staff. An information copy of the Ordinance Template is attached.

**PROJECT 4: Regional ADU Program for Pre-Fabricated and Garage Conversion ADU's** – Pursuant to the Council approved January 13, 2022 MOU between VCOG, Orange County Council of Governments (OCCOG) and Gateway Cities (GCCOG) on January 13, on January 24, 2022, as the contracting agency for the project, OCCOG Staff completed and issued a Request for Proposals (RFP) for consulting services support for planning activities related to Accessory Dwelling Unit permitting and housing-related model ordinance development. On February 11, 2022, OCCOG received two,- competitive proposals from: (1.) Curt Pringle & Associates; and (2.) Bairde + Driskell, Community

Planning. Staff from VCOG, OCCOG, and GCCOG completed a review and Evaluation of the proposals and the proposal from Baird + Driscoll was selected for further analysis and negotiations.

VCOG will be contributing \$70,000 in REAP Finds toward a total \$289,000 Project Budget. OCCOG Staff will take the lead role in developing the work products for general use by all including the public. Since the MOU designates OCCPG as the contracting agency for the project, there is no requirement for VCOG to approve project documents. However staff for all three agencies are working together on their preparation. Copies of the MOU, RFP, and Consultant Proposals are available to the Council upon request. They are fairly large documents.

**PROJECT 5: Regional CEQA Streamlining VMT Adaptive Management and Mitigation Program** – Work is continuing with VCTC and our consultants led by Iteris, Inc. Amanda Fagen gave an additional briefing on VCTC's participation on the project.

- **VCOG Administrative Committee-** Riley advised that the Committee will meet on March 24, 2022 via ZOOM Conference Call. The Committee will be planning for the VCOG Council Meeting on May 12, 2022 which will be held in Camarillo or Via Zoom. The Committee will also review the proposed operating budget and consider the renewal of the Independent Contractor Agreement with Hugh Riley as Executive Director which expires in June 2022.
- **2022 VCOG Meeting Schedule** – Riley reported that the Administrative Committee is recommending the attached VCOG Meeting Schedule for 2022. The Schedule has been modified again to reschedule the Annual Dinner to October 13, 2022 since the current September 9 date for the event conflicts with the CalCities Annual Conference in Long Beach September 7-9.

6. **AGENCY REPORTS** – Oral Reports were presented by the following agency representatives:

- **Ventura County Transportation Commission-** Amanda, Director of Planning and Sustainability for V.C.T.C. reported that At last week's Commission meeting, in VCTC's role as the Ventura County Service Authority for Freeway Emergencies, VCTC marked the one-year anniversary of the launch of the Freeway Service Patrol program and recognized Driver of the Year Richard Henderson. FSP provides a fleet of roaming tow trucks along three segments of the U.S. 101 and SR-118 freeways, with the goal of quickly getting disabled vehicles moving again to reduce congestion and prevent secondary incidents, at no cost to the drivers. Since its launch in March 2021, the program has logged more than 3,000 motorist assists, including providing direct assistance to motorists more than 2,000 times. VCTC is also conducting two key planning efforts that will guide our county's transportation future for the next 25-30 years. The first is the Transit Integration and Efficiency Study, or TIES Study, which is identifying ways to improve transit services, efficiency, and operations across the 8 transit operators that serve Ventura County. The second is the Ventura County Comprehensive Transportation Plan Update, or CTP. With extensive stakeholder and public engagement, the CTP update will serve as our countywide long-range transportation planning document. Finally, VCTC continues to partner with VCOG on the Vehicle Miles Traveled Adaptive Mitigation Program development with funding from SCAG under the REAP Program. With support from the



consultant team, Project Development Team has been established; an initial program framework has been developed and we have calculated the cost of reducing one vehicle miles traveled across various modes of transportation, and will soon begin outreach to a broader group of stakeholders, including housing developers, to ensure that the program is workable and effective.

- **CalCities (League of California Cities-** Dave Mullinax, Regional Public Affairs Manager reported that about 1,000 bills have been introduced. He sighted SB 1466, Stern, that would help to create infrastructure financing Districts to help fund local infrastructure improvements to support housing development and create jobs. He reported on an initiative by the California Business Roundtable that is now gathering signatures that would require local governments to obtain voter approval to increase fees. A provision in the initiative would repeal the "Upland Decision" which provides that a citizen initiative measure would only require a simple majority vote to pass. The Citizens for Traffic Relief of Ventura County initiative is depending on the Upland Decision for its passage with a simple majority rather than a 2/3 majority vote. The Roundtable provision is retroactive to January 2022.
- **Southern California Association of Governments (SCAG) -** Rachel Wagner, Regional Affairs Officer referenced the SCAG March Update included with Riley's Report. She announced that registration is open for SCAG's 57<sup>th</sup> Annual Conference and General Assembly on May 4-6 in Palm Desert. Registration is free for elected officials and city/county managers. She also reported that SCAG has launched the Regional Data Platform which is aligned with the Regional Transportation Plan. They will be presenting this platform and the benefits it provides to the sub regions. They would be available to make a presentation at the May VCOG Meeting.

## 7. CONSENT CALENDAR (Roll Call Vote Required)

- Summary of January 13, 2022 Meeting** – Approve Meeting Summary for the January 13, 2022 VCOG Council Meeting. **Action:** Approve Meeting Summary as published.
- Financial Report** - Approve Ventura Council of Governments Financial Report for the Budget Period from October 29, 2021 to January 7, 2022. **Action:** Approve Financial Report
- Register of Warrants & Debit Card Transactions** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from October 29, 2021 to January 7, 2022. **Action:** Approve Register of Warrants and Debit Card Transactions.
- Appointment of 2022 VCOG Administrative Committee** Upon recommendation of the Chair, approve the appointment of At-Large Members Parvin and Litster to the VCOG Administrative Committee. **Action:** Approve Chair's appointments.
- 2022-SCAG Regional Council Election Result- Districts 46** - Acknowledge the election of Claudia-Bill de le Pena, Council Member from the City of Thousand Oaks as District 46 Representative to the SCAG Regional Council. **Action:** Acknowledge the election of Claudia-Bill de le Pena District 46 Representative to the SCAG Regional Council.

Riley introduced Claudia-Bill de le Pena District 46 Representative to the SCAG Regional Council who thanked the Council for giving her this opportunity.