

**R** E C E I V E **D**  
JUN 30 2017

Ventura LAFCo

VENTURA COUNCIL OF GOVERNMENTS  
A JOINT POWERS AUTHORITY

Prepared pro bono by Williams & Sorensen

28251.4

**CITY OF**  
**VENTURA**  
**CITY CLERK'S OFFICE**  
P.O. Box 99  
501 Poli Street #204  
Ventura, CA 93002

JPA  
- Agreement NO.  
92-44

VENTURA COUNCIL OF GOVERNMENTS - JOINT POWERS AUTHORITY

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AGREEMENT

(VENTURA JOINT POWERS AUTHORITY)

This Agreement ("Agreement"), is made and entered into by and between the public entities (collectively, "Entities") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq., of the Government Code, and other applicable law:

W I T N E S S E T H:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

a. That there is an urgent need for area wide planning and coordination between the Entities whose collective jurisdiction is in, and/or immediately adjacent to, the County of Ventura ("County"); and

b. That the public interest requires that all phases of development and redevelopment within the political boundaries of the Entities must necessarily be coordinated, which can be accomplished only by means of a Joint Powers Agency involving the active participation of the Entities; and

c. That each of the Entities, by and through its legislative body, has determined that a regional organization to accomplish such planning and related activities is required in furtherance of the public interest, necessity and convenience; and

d. That the legislative body of each of the Entities has independently determined that the public interest, convenience and necessity require the execution of this Agreement by and on behalf of the said Entities.

Section 2. Creation of Separate Legal Entity. It is the intention of the Entities to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers

Prepared pro bono by Burke, Williams & Sorensen

in accordance with the provisions of this Joint Powers Agreement and applicable law (hereafter "Agency").

Section 3. Name. The name of the Agency shall be Ventura Council of Governments.

Section 4. Purpose of Agency. The purpose of the creation of the Agency is to provide a vehicle for the Entities and other interested persons, public and private entities and organizations to engage in regional, cooperative and comprehensive planning to assist the Entities in the conduct of their affairs as public entities. In addition, the Agency will provide a regional organization for the review of federal and state projects which involve the use of federal and/or state funds, in various forms.

Section 5. Creation of Governing Body. There is hereby created a Governing Body for the Agency ("Governing Body") to conduct the affairs of the Agency. The Governing Body shall be constituted as follows:

a. City Entities. Designation of Regular Members and Alternate City Members of Governing Body. One person shall be designated as a member of the Governing Body ("Regular City Member"), and one person designated as an alternate member of the Governing Body ("Alternate City Member"), by the legislative body of each of the Entities, except the County; and

b. County. Designation of County Members of Governing Body. Each of the five (5) members of the Board of Supervisors of the County shall serve as members of the Governing Body ("County Members"). The County shall not be authorized to designate or seat alternate members of the Governing Body; and

c. Eligibility. No person shall be eligible to serve as a Regular City Member, an Alternate City Member, or a County Member, unless that person is, at all times during the tenure of that person as a Member of the Governing Body, an appointed or elected member of the legislative body of one of the appointing Entities or a duly appointed or elected member of the Board of Supervisors of the County. Should any person serving on the Governing Board fail to maintain the status as required by this Section, 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section, 5.

Section 6. Common Powers. The Agency shall have, and exercise the following powers:

a. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with county-wide and regional significance; and

b. Assemble information helpful in the consideration of problems peculiar to the Entities; and

c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvement in the administration of governmental services.

Section 7. Use of Public Funds and Property. The Agency shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Entities and/or from other sources. Subject to the approval of the Governing Body of Agency, the Entities shall participate in the funding of the Agency in such a manner as the Governing Body shall prescribe, subject to the provisions of Section 23 of this Agreement. Where applicable, the Governing Body of the Agency may permit one or more of the Entities to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Agency's activities.

Section 8. Governing Body. Functions.

a. Voting. Except as expressly otherwise provided in this Section, 8, persons seated on the Governing Body shall be entitled to cast a vote on matters pending before the Governing Body, only if such person is physically present at the meeting of the Governing Body.

b. Participation of Alternates. A City Alternate Member may participate in the proceedings of the Governing Body only in the absence of that Entity's Regular City Member.

c. Proxy Voting. No absentee ballot or proxy shall be permitted, except that a County Member may cast a vote by proxy on matters pending before the Governing Body only in compliance with the following:

(1) such proxy must be in writing signed by the County Member whose vote is to be cast by proxy; and

(2) no proxy vote may be cast by a County Member unless at least three (3) of the five (5) County Members are physically present at the meeting of the Governing Body at the time the proxy is to be exercised; and

(3) A proxy vote may only be cast by another County Member; and

(4) A proxy vote may be cast only on items which are upon the agenda of the Governing Body at the regular or special, adjourned regular or special meetings of the Governing Body to which the proxy relates; and

(5) A County Member may authorize a proxy at not more than two (2) regularly scheduled meetings of the Governing Body held during any fiscal year.

d. Voting by Certain Entities. The Regular and Alternate Members of the Governing Body seated by the cities of Agoura Hills and Westlake Village, shall participate on all matters of direct concern to those cities pending before the Governing Body. If a question is raised by a member of the Governing Body, as to whether a matter pending before the Governing Body is a matter of such direct concern, the Governing Body by a vote of not less than a majority of members of the Governing Body present shall determine whether such a matter is of direct concern to either or both Agoura Hills and Westlake Village. The determination made by the Governing Body shall be final and conclusive on such issue.

e. Quorum. A quorum of the Governing Body shall consist of not less than fifty percent (50%) plus one (1) of its total voting membership. A valid proxy shall count as a Member present for the purposes of determining whether a quorum is present.

f. Committees. As needed, the Governing Body may create permanent or ad hoc advisory committees, to give advice to the Governing Body on such matters as may be referred to such committee by the Governing Body. Such a committee shall remain in existence until it is dissolved by the Governing Body. Qualified persons shall be appointed to such committees by the Governing Body and each such appointee shall serve at the pleasure of the Governing Body.

g. Actions. Actions taken by the Governing Body shall be by not less than a majority vote of the total voting membership of the Governing Body, unless by a provision of this Agreement, the Bylaws or applicable law, a higher number of votes is required to carry a particular motion.

Section 9. Duties of the Governing Body. The Governing Body shall be deemed, for all purposes, the policy making body of the Agency. All of the powers of the Agency, except as may be expressly delegated to others pursuant to the provisions of this Agreement, the Governing Body's Bylaws or Orders of the Governing Body or by specific action of the Governing Body, shall be exercised by and through the Governing Body.

Section 10. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Body, except as may otherwise be provided in this Agreement, the Bylaws or Orders of the Governing Body or applicable law.

Section 11. Meetings of Governing Body. The Governing Body shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Body. Its regular meetings shall be held not less than nine (9) times during each calendar year during the term of this Agreement. The location of each such meeting shall be as directed by the Governing Body.

Section 12. Election of Chair and Chair-Elect. Except as otherwise provided in this Section, 12, annually at its regular meeting in January the Governing Body shall select one of its members to hold the position of Chair of the Agency and a second member of the Governing Body to hold the position of Chair-Elect of the Agency. The Chair shall be the chairperson of the Agency Board and shall conduct all meetings of the Governing Body and perform such other duties and functions as required of such person by this Agreement, the Bylaws or the Governing Body. The Chair-Elect shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by this Agreement, by the Chair, the Governing Body and the Bylaws.

At the first organizational meeting of the Governing Body, a member of the Governing Body shall be elected as Chair of the Governing Body and a member of the Governing Body shall be elected as Chair-Elect of the Governing Body, for terms expiring



on the date of the first regular meeting of the Governing Body held in the month of January 1994.

At the first regular meeting of the Governing Body in January of 1994, the person holding the position of Chair-Elect shall be deemed elected to the position of Chair of the Governing Body and shall serve as Chair for a term of one (1) year. At the first regular meeting held in January of 1994, a member of the Governing Body shall be elected to the position of Chair-Elect by the Governing Body. Thereafter, a member of the Governing Body shall be elected annually to the position of Chair-Elect at the first regular meeting of the Governing Body held in January of each calendar year during the term of this Agreement. Each person elected to the position of Chair-Elect shall automatically succeed to the position of Chair following the election of a member of the Governing Body to the position of Chair-Elect.

If there is a vacancy, for any reason, in the position of Chair or Chair-Elect, the Governing Body shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

When the position of Chair is held by a County Member no other County Member shall be eligible to hold office as Chair-Elect.

Section 13. Designation of Treasurer and Auditor. The Governing Body shall designate a qualified person to act as the Treasurer for the Agency and a qualified person to act as the Auditor of the Agency. If the Governing Body so designates, a qualified person may hold both the office of Treasurer and the office of Auditor of the Agency. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be as set by the Governing Body of the Agency.

Section 14. Agency Treasurer. The person holding the position of treasurer of the Agency shall have charge of the depositing and custody of all funds held by the Agency. The Treasurer shall perform such other duties as may be imposed by applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Body. The Agency's Auditor shall perform such functions as may be required by this Agreement, the Bylaws and direction of the Governing Body.

Section 15. Designation of Other Officers and Employees. The Governing Body may employ such other officers or

employees as it deems appropriate and necessary to conduct the affairs of the Agency. The Governing Body shall appoint a qualified person who is not a Member of the Governing Board, to serve in the position of Executive Director of the Agency. The Executive Director shall perform such duties as may be imposed upon that person by this Agreement, the Bylaws, other applicable law and/or express direction of the Governing Body.

Section 16. Obligations of Agency. The debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of any of its Members. No Member of the Agency shall be responsible, directly or indirectly, for any obligation, debt or liability of the Agency, whatsoever.

Section 17. Agency Powers. Exercise Of. The Agency shall have all of the express powers set forth in Section 6500 et seq., of the Government Code, and other applicable laws and this Agreement. The Agency shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of this Agreement, the Bylaws and applicable law.

Section 18. Control and Investment of Agency Funds. The Governing Body shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 19. Term. The Agency created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than two-thirds (2/3) of the total voting membership of the Governing Body.

Section 20. Application of Laws to Agency Functions. Agency shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Section 54950 et seq., of the Government Code).

Section 21. Members of Agency.

a. Withdrawal. A Member may withdraw from this Agency by filing its written notice of withdrawal with the Chair of the Governing Board, not less than 60 days before the end of any fiscal year occurring during the term of this Agreement. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the

last day of the fiscal year during which the timely notice of withdrawal was given. The withdrawal of a Member shall not, in any way discharge, impair or modify the obligations of the withdrawing Member, in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawing Member shall not be entitled to the return of any funds or other assets belonging to the Agency, until the effective date of termination of this Agreement.

b. New Members. New Members may be admitted to the Agency upon an affirmative vote of not less than two-thirds (2/3) of the total voting Members of the Governing Body, provided that such a proposed new Member is a public entity whose jurisdiction lies within, and/or immediately adjacent to, the boundaries of the County of Ventura. Admission to membership shall be subject to such terms and conditions as the Governing Body as may deem appropriate.

Section 22. Interference With Function of Members. The Governing Body shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the Agency.

Section 23. Dues of Members. The Members of the Agency shall be responsible for the payment to the Agency, annually, of dues in the amounts periodically budgeted by the Governing Body, as and for the operating costs of the Agency ("Dues") as follows:

a. One-third (1/3) of all Dues shall be borne by the County; and

b. The remaining two-thirds (2/3) of such Dues shall be borne by the City Entities in accordance with the following formula:

(1) One-half (1/2) of the Dues the City Entities are required to pay to Agency pursuant to subdivision b of this Section, 23, shall be divided, equally, amongst the City Entities; and

(2) The remaining sums the City Entities are required to pay to Agency pursuant to subdivision b of this Section, 23, shall be apportioned between all of the City Entities, by a percentage equal to the percentage of the then population of each City Entity bears to the then

total population of the County, and the Cities of Agoura Hills and Westlake Village.

The population figures utilized for the purpose of the formula set forth in this subsection, b(2) of Section 23, shall be those population figures set forth in the most recent Population and Housing Estimate prepared by Department of Finance of the State of California ("Estimate").

c. The total amount of Dues imposed in any fiscal year, shall not exceed \$200,000.00, unless approved by not less than a majority (i.e., 50.1%) of a weighted vote by Members of the Governing Body. "Weighted vote", as used in this subsection, c., of Section 23 of this Agreement, shall be determined as follows:

- (1) The vote of each County Member shall be assigned a value of 6.6%; and
- (2) The vote of each Regular or Alternate City Member shall be assigned a value equal to the percentage the amount that that City Entity's Dues bears to the total amount of the proposed Dues which would be paid by all of the City Entities.

Section 24. Issuance of Bonds. The Governing Body shall be permitted to issue bonds or other evidence of indebtedness pursuant to the provisions of Section 6540 et seq., of the Government Code and/or any other applicable law.

Section 25. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Agency, any assets remaining shall be distributed as follows:

- a. One-third (1/3) to the County;
- b. The remaining two-thirds (2/3) to the other Entities in proportion to the then obligation of those Entities' obligation to participate in the funding of the Agency as provided in Section 23 hereof.

Section 26. Amendment. This Agreement may be amended at anytime with the consent of all of the then parties hereto.

Section 27. Effective Date. The effective date of this Agreement shall be December 1, 1992.

That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

City of Agoura Hills

*Ed Kurtz*

\_\_\_\_\_  
Mayor

ATTEST:

*Patricia Manning*  
\_\_\_\_\_  
City Clerk

City of Camarillo

*Charlotte Craven*

\_\_\_\_\_  
Mayor Charlotte Craven

ATTEST:

*Marilyn J. Kiel*  
\_\_\_\_\_  
City Clerk

City of Fillmore

*Michael Mc Mahon*

\_\_\_\_\_  
Mayor

ATTEST:

*Green Withers*  
\_\_\_\_\_  
City Clerk



City of Moorpark

Paul W. Lawrence  
Mayor

ATTEST:

Lillian E. Hare  
City Clerk

City of Ojai

Howe A.  
Mayor

ATTEST:

Cyndi Reynolds  
City Clerk

City of Oxnard

D. M. M. Jr.  
Mayor

ATTEST:

Daniel Martinez  
City Clerk

City of Port Hueneme

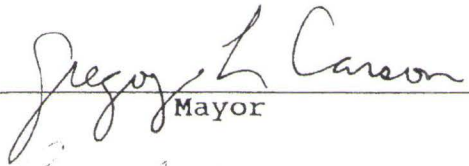
Armando J. Carpenter  
Mayor

ATTEST:

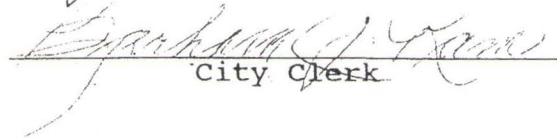
Karen B. Jackson  
City Clerk

Prepared pro bono by Burke, Williams & Sorensen

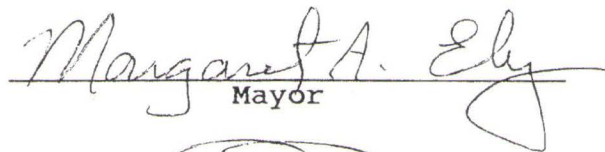
City of San Buenaventura

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

City of Santa Paula

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

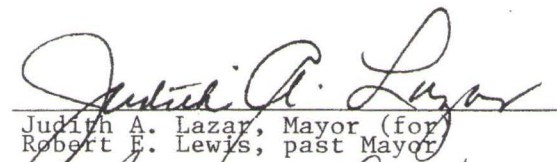
City of Simi Valley

  
\_\_\_\_\_  
Mayor

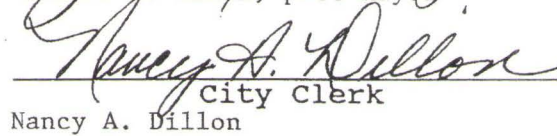
ATTEST:

  
\_\_\_\_\_  
City Clerk

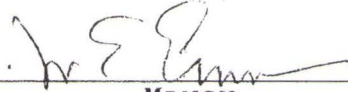
City of Thousand Oaks

  
\_\_\_\_\_  
Judith A. Lazar, Mayor (for  
Robert E. Lewis, past Mayor)

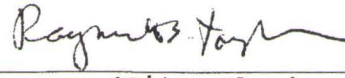
ATTEST:

  
\_\_\_\_\_  
City Clerk  
Nancy A. Dillon

City of Westlake Village

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



**R** E C E I V E **D**  
JUN 30 2017

Ventura LAFCo

CITY OF  
**VENTURA**  
CITY CLERK'S OFFICE  
P.O. Box 99  
501 Poli Street #204  
Ventura, CA 93002

JPA  
97-5

**FIRST AMENDMENT TO VENTURA COUNCIL OF GOVERNMENTS  
JOINT POWERS AGREEMENT**

This Agreement ("Agreement") is made and entered into by and between the public entities (collectively "Entities") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference pursuant to Section 6500 et seq., of the Government Code and other applicable laws:

**WITNESSETH:**

The parties hereto do agree as follows:

Section 1. Recitals This Agreement is made and entered into with respect to the following facts:

- (a) That the Entities created, by that certain Joint Powers Agreement, the Ventura Council of Governments, a joint powers authority, dated December 1, 1992 ("JPA Agreement") have determined that the provisions thereof need to be amended as is set forth hereinafter; and
- (B) That each of the legislative bodies of the Entities hereto have individually determined that the public interest, convenience and necessity require the execution and implementation of this Agreement.

Section 2. Amendment That Section 21 entitled "Members of Agency" of the JPA Agreement be and hereby is amended by adding thereto as subsection (C) the following:

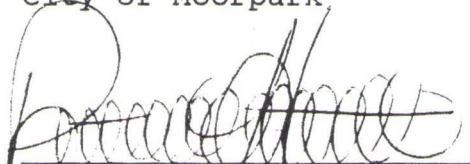
- "(C) Alternate Method of Withdrawal Notwithstanding any other provision of this Agreement to the contrary, any Member may withdraw from this Agency at any time provided that not less than 2/3rds of the Members who are then parties to this Agreement, approve such withdrawal. No such withdrawal shall be

effective unless and until the proposed withdrawing member has met all of its financial obligations pursuant to this Agreement. The effective date of the withdrawal shall be the date that all of resolutions duly adopted by the legislative bodies of each Member approving such withdrawal, are filed with the Executive Director of the Agency."

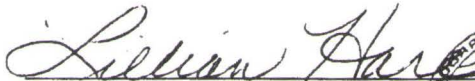
Section 3. Effective Amendment The amendment of the JPA Agreement shall not have the effect of amending or altering any provision of the JPA Agreement, except as is expressly set forth herein.

Section 4. Effective Date The effective date of this Agreement shall be \_\_\_\_\_  
January 15, 1997.

City of Moorpark,

  
Patrick Hunter, Mayor

Attest:

  
Lillian Hare, City Clerk



000177

effective unless and until the proposed withdrawing member has met all of its financial obligations pursuant to this Agreement. The effective date of the withdrawal shall be the date that all of resolutions duly adopted by the legislative bodies of each Member approving such withdrawal, are filed with the Executive Director of the Agency."

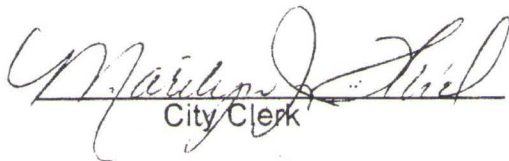
Section 3. Effective Amendment The amendment of the JPA Agreement shall not have the effect of amending or altering any provision of the JPA Agreement, except as is expressly set forth herein.

Section 4. Effective Date The effective date of this Agreement shall be \_\_\_\_\_  
January 8, 1997.

CITY OF CAMARILLO

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

CITY OF FILLMORE

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 97- 14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CAMARILLO AUTHORIZING THE FIRST AMENDMENT TO  
THE JOINT POWERS AGREEMENT ESTABLISHING THE  
VENTURA COUNCIL OF GOVERNMENTS

WHEREAS, a Joint Powers Agreement was approved in 1992 establishing the  
Ventura Council of Governments; and

WHEREAS, the membership of the Ventura Council of Governments consists of  
the County of Ventura, the ten cities in Ventura County, and the cities of Agoura Hills and  
Westlake Village in Los Angeles County; and

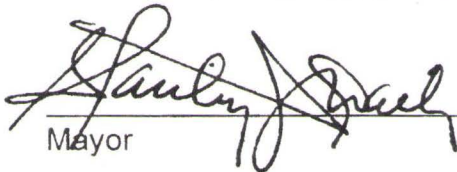
WHEREAS, as a part of that Joint Powers Agreement, section 21 (a) provided  
procedures whereby members may withdraw only at the end of the fiscal year; and

WHEREAS, the cities of Agoura Hills and Westlake Village have determined that  
it is in their best interests to join with other cities in Los Angeles County and have  
expressed a desire to withdraw from the Ventura Council of Governments; and


WHEREAS, a proposed amendment would authorize withdrawal procedures  
predicated on the approval of two-thirds of the membership;

NOW, THEREFORE, be it resolved that the City Council of the City of Camarillo  
does hereby authorize the first amendment to the Joint Powers Agreement relating to the  
withdrawal of member agencies.

PASSED, APPROVED and ADOPTED this 8th day of January, 1997.

  
\_\_\_\_\_  
Mayor

ATTEST:

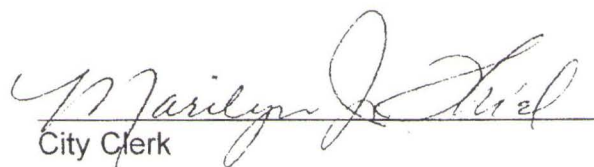
  
\_\_\_\_\_  
City Clerk

I HEREBY CERTIFY that the foregoing resolution was adopted at a regular  
meeting of the City Council on the 8th day of January 1997, by members of the City  
Council voting as follows:

AYES: Councilmembers: Craven, Kildee, Liebmann; Mayor Daily

NOES: Councilmembers: None

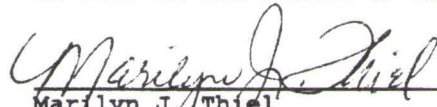
ABSENT: Councilmembers: Gose

  
\_\_\_\_\_  
City Clerk

I HEREBY CERTIFY THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF:

Resolution No. 97-14, a Resolution of the City Council of the City of Camarillo  
Authorizing the First Amendment to the Joint Powers Agreement Establishing the  
Ventura Council of Governments

ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF CAMARILLO, CALIFORNIA

  
Marilyn J. Thiel  
City Clerk

(seal)

1-14-97  
Date

CITY OF FILLMORE  
RESOLUTION 97-2147

RECEIVED

FEB 04 1997

AUTHORIZING THE FIRST AMENDMENT TO THE  
JOINT POWERS AGREEMENT ESTABLISHING  
THE VENTURA COUNCIL OF GOVERNMENTS

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**WHEREAS**, a Joint Powers Agreement was approved in 1992 establishing the Ventura Council of Governments; and

**WHEREAS**, the membership of the Ventura Council of Governments consists of the County of Ventura, the ten cities in Ventura County, and the cities of Agoura Hills and Westlake Village in Los Angeles County; and

**WHEREAS**, as a part of that Joint Powers Agreement, section 21 (a) provided procedures whereby members may withdraw only at the end of the fiscal year; and

**WHEREAS**, the cities of Agoura Hills and Westlake Village have determined that it is in their best interest to join with other cities in Los Angeles County and has expressed a desire to withdraw from the Ventura Council of Government; and

**WHEREAS**, a proposed amendment would authorize withdrawal procedures predicated on the approval of 2/3rds of the membership.

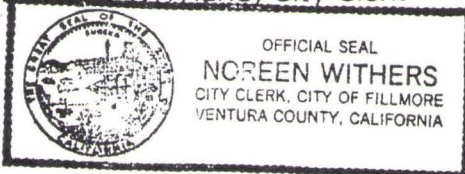
**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Fillmore does hereby authorize the first amendment to the Joint Powers Agreement relating to the withdrawal of member agencies.

**PASSED and ADOPTED** this 28th day of January, 1997.

ATTEST:

  
ROGER CAMPBELL, Mayor

  
NOREEN WITHERS, City Clerk



1 CITY OF FILLMORE )  
2 COUNTY OF VENTURA )§  
3 STATE OF CALIFORNIA )

4 I, NOREEN WITHERS, City Clerk of the City of Fillmore, California do hereby certify  
5 that the foregoing Resolution 97-2147 was duly passed and adopted by the City Council of the  
6 City of Fillmore at the regular meeting thereof held on the 14th day of January, 1997 and was  
7 signed by the Mayor of the said City and that the same was passed and adopted by the following  
8 vote:

9 AYES: BARAJAS, BREWSTER, CAMPBELL, GUNDERSON, LEE  
10 NOES: NONE  
11 ABSENT: NONE  
12 ABSTAIN: NONE

13   
14 NOREEN WITHERS, City Clerk



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11.167

RECEIVED

MAR 03 1997

LAFCO

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE VENTURA COUNCIL OF GOVERNMENTS JOINT POWERS AGREEMENT

WHEREAS, the cities of Agoura Hills and Westlake Village located in Los Angeles County desire to withdraw from the Ventura Council of Governments (VCOG) formed as a joint powers authority in 1992; and

WHEREAS, the withdrawal of these two cities will be facilitated by an amendment to the joint powers authority agreement; and

WHEREAS, there is no opposition from any member agency of VCOG to the adoption of this amendment.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve and authorize the Mayor to execute the Amendment to the Ventura Council of Governments Joint powers Agreement attached hereto as Exhibit A and incorporated in full herein by this reference.

PASSED AND ADOPTED this 28th day of January, 1997, by the following vote:

AYES: Councilmembers Holden, Lopez, Maulhardt, Pinkard and Zaragoza.

NOES: None.

ABSENT: None.

Dr. Manuel M. Lopez  
Dr. Manuel M. Lopez, Mayor

ATTEST:

Gloria E. Dean Kendrick  
for Daniel Martinez, City Clerk

Resolution No. 11,167  
Page 2

APPROVED AS TO FORM:

Gary Gillig 1-23-97  
Gary L. Gillig, City Attorney

**AMENDMENT TO THE VENTURA COUNCIL OF GOVERNMENTS  
JOINT POWERS AUTHORITY AGREEMENT**

This Joint Powers Authority Amendment ("Amendment") is made and entered into by and between the public entities (collectively "Entities") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference pursuant to Section 6500 et. seq. of the Government Code and other applicable laws:

**WITNESSETH:**

The Entities agree as follows:

Section 1. Recitals This Amendment is made and entered into with respect to the following facts;

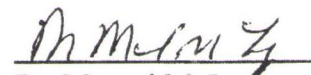
- (a) That the Entities created, by that certain Joint Powers Authority Agreement, the Ventura Council of Governments, a joint powers authority, dated December 1, 1992 ("JPA Agreement") and the Entities have determined that the provisions thereof should be amended as is set forth hereinafter; and
- (b) That each of the legislative bodies of the Entities hereto have individually determined that the public interest, convenience and necessity require the execution and implementation of this Amendment.

Section 2. Amendment That Section 21 entitled "Members of Agency of the JPA Agreement be and hereby is amended by adding thereto as subsection (c) the following:

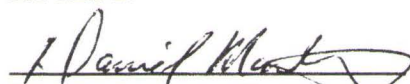
"(c) Alternate Method of Withdrawal Notwithstanding any other provision of this Agreement to the contrary, any Member may withdraw from this Agency at any time provided that not less than 2/3rds of the Members who are then parties to this Agreement, approve such withdrawal. No such withdrawal shall be effective unless and until the proposed withdrawing Member has met all of its financial obligations pursuant to this Agreement. The effective date of the withdrawal shall be the date that all resolutions, duly adopted by the legislative bodies of each Member approving such withdrawal, are filed with the Executive Director of the Agency."

Section 3. Effective Amendment This Amendment shall not have the effect of amending or altering any provision of the JPA Agreement, except as is expressly set forth herein.

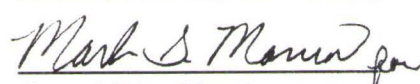
Section 4. Effective Date The effective date of this Agreement shall be January 28, 1997.

  
Dr. Manuel M. Lopez  
Mayor

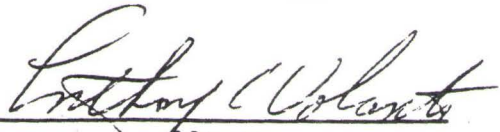
ATTEST:

  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
Gary Gillig, City Attorney

CITY OF PORT HUENEME

  
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SAN BUENAVENTURA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SANTA PAULA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 3000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT  
HUENEME AUTHORIZING THE FIRST AMENDMENT TO THE JPA  
ESTABLISHING THE VENTURA COUNCIL OF GOVERNMENTS

---

WHEREAS, a Joint Powers Agreement was approved in 1992 establishing the Ventura Council of Governments; and

WHEREAS, the membership of the Ventura Council of Governments consists of the County of Ventura, the ten cities in Ventura County, and the cities of Agoura Hills and Westlake Village in Los Angeles County; and

WHEREAS, as a part of that JPA, section 21(a) provided procedures whereby members may withdraw only at the end of the fiscal year; and

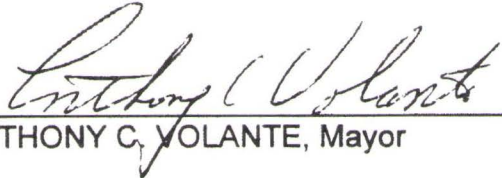
WHEREAS, the cities of Agoura Hills and Westlake Village have determined that it is in their best interest to join with other cities in Los Angeles County and has expressed a desire to withdraw from VCOG; and

WHEREAS, a proposed amendment would authorize withdrawal procedures predicated on the approval of 2/3 of the membership; and

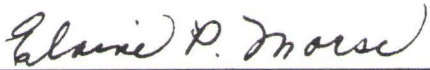
WHEREAS, the City Council has determined that public interest, convenience and necessity require the execution and implementation of this Amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Port Hueneme does hereby authorize the first amendment to the Joint Powers Agreement relating to the withdrawal of member agencies.

PASSED AND ADOPTED THIS 5th day of February, 1997.

  
\_\_\_\_\_  
ANTHONY C. VOLANTE, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk (Deputy)

**CERTIFICATION**

STATE OF CALIFORNIA )  
COUNTY OF VENTURA ) SS:  
CITY OF PORT HUENEME )

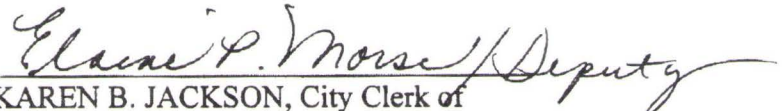
I, KAREN B. JACKSON, duly appointed and qualified City Clerk of the City of Port Hueneme, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 3000 passed and adopted by the City Council of the City of Port Hueneme at the Regular Meeting of the City Council of the City of Port Hueneme on the 5th day of February, 1997 by the following roll call vote:

AYES: Councilmembers Rosenbluth, Sharkey, Turner, Young,  
Mayor Volante

NOES: None

ABSENT: None

ABSTAINING: None

  
KAREN B. JACKSON, City Clerk of  
Port Hueneme and ex-officio Clerk of  
the Council

DATED: February 6, 1997

CITY OF PORT HUENEME

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

January 14, 1997

CITY OF SAN BUENAVENTURA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF SANTA PAULA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF PORT HUENEME

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SAN BUENAVENTURA

\_\_\_\_\_  
Mayor

ATTEST:

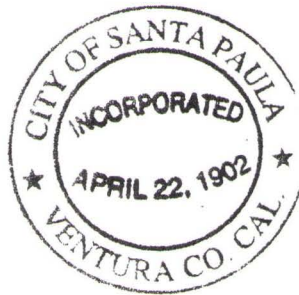
\_\_\_\_\_  
City Clerk

CITY OF SANTA PAULA

*Robert S. Sullivan*  
\_\_\_\_\_  
Mayor

ATTEST:

*Walter M. Deles Jr*  
\_\_\_\_\_  
City Clerk





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FEB 05 1997

RESOLUTION NO. 5204

LAFCO

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SANTA PAULA AUTHORIZING THE FIRST AMENDMENT  
TO THE JOINT POWERS AGREEMENT ESTABLISHING THE  
VENTURA COUNCIL OF GOVERNMENTS

**WHEREAS**, a Joint Powers Agreement was approved in 1992 establishing the Ventura Council of Governments; and

**WHEREAS**, the membership of the Ventura Council of Governments consists of the County of Ventura, the ten cities in Ventura County, and the cities of Agoura Hills and Westlake Village in Los Angeles County; and

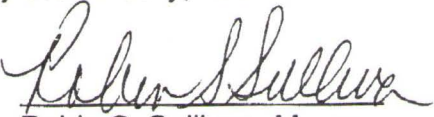
**WHEREAS**, as a part of that Joint Powers Agreement, section 21(a) provided procedures whereby members may withdraw only at the end of the fiscal year; and

**WHEREAS**, the cities of Agoura Hills and Westlake Village have determined that it is in their best interest to join with other cities in Los Angeles County and has expressed a desire to withdraw from the Ventura Council of Governments; and

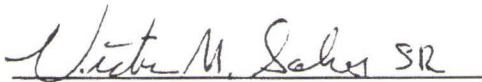
**WHEREAS**, a proposed amendment would authorize withdrawal procedures predicated on the approval of two-thirds of the membership.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santa Paula does hereby authorize the first amendment to the Joint Powers Agreement relating to the withdrawal of member agencies.

**PASSED, APPROVED AND ADOPTED**, this 3rd day of February, 1997.

  
Robin S. Sullivan, Mayor

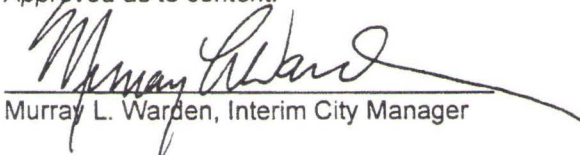
ATTEST:

  
Victor M. Salas, Sr., City Clerk

Approved as to form:

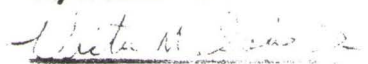
  
Philip H. Romney, City Attorney

Approved as to content:

  
Murray L. Warden, Interim City Manager



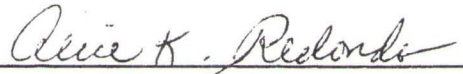
Certified Copy  
Record on File  
City of Santa Paula

  
Victor M. Salas, Sr.

CITY OF SIMI VALLEY

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Assistant City Clerk

CITY OF THOUSAND OAKS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF AGOURA HILLS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 97-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SIMI VALLEY AUTHORIZING THE FIRST AMENDMENT TO  
THE JOINT POWERS AGREEMENT ESTABLISHING THE  
VENTURA COUNCIL OF GOVERNMENTS

WHEREAS, a Joint Powers Agreement was approved in December 1992 establishing the Ventura Council of Governments; and,

WHEREAS, the membership of the Ventura Council of Governments consists of the County of Ventura, the ten cities in Ventura County, and the cities of Agoura Hills and Westlake Village in Los Angeles County; and,

WHEREAS, as a part of the Joint Powers Agreement, section 21(a) provides procedures whereby members may withdraw only at the end of the fiscal year; and,

WHEREAS, the cities of Agoura Hills and Westlake Village have determined that it is in their best interests to join with other cities in Los Angeles County and have expressed a desire to withdraw from the Ventura Council of Governments; and,

WHEREAS, a proposed amendment to the Joint Powers Agreement would authorize withdrawal procedures predicated on the approval of 2/3 of the membership.

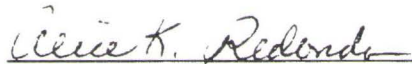
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIMI VALLEY DOES RESOLVE AS FOLLOWS:

SECTION 1. That the first amendment to the Ventura Council of Governments Joint Powers Agreement relating to the withdrawal of member agencies is authorized.

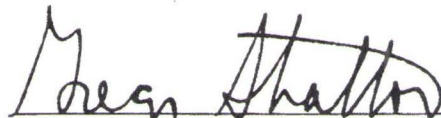
SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED and ADOPTED this 6th day of January, 1997.

Attest:



Alice K. Redondo  
Assistant City Clerk




Gregory Stratton, Mayor of the City of  
Simi Valley, California

Approved as to Form:

  
John Torrance, City Attorney

Approved as to Content:

  
Mike Sedell, City Manager

I, Assistant City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution No. 97-1, was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 6th day of January 1997 by the following vote of the City Council:

AYES:	Council Members Miller, Webb, Davis, Mayor Pro Tem Williamson and Mayor Stratton
NAYS:	None
ABSENT:	None
ABSTAINED:	None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 7th day of January 1997.

Alice K. Redondo  
ASSISTANT CITY CLERK OF THE CITY OF  
SIMI VALLEY, CALIFORNIA

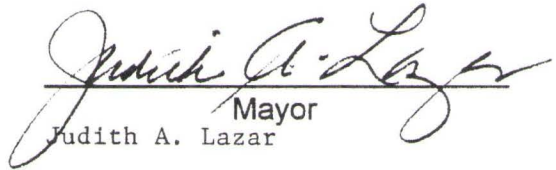
CITY OF SIMI VALLEY

\_\_\_\_\_  
Mayor

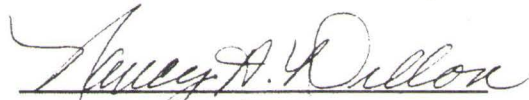
ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF THOUSAND OAKS

  
\_\_\_\_\_  
Mayor  
Judith A. Lazar

ATTEST:

  
\_\_\_\_\_  
City Clerk  
Nancy A. Dillon

CITY OF AGOURA HILLS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SIMI VALLEY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF THOUSAND OAKS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF AGOURA HILLS

*Ivan Portley*  
\_\_\_\_\_  
Mayor

ATTEST:

*Patricia Manning*  
\_\_\_\_\_  
City Clerk

RESOLUTION NO. 97-1021

A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT ESTABLISHING THE VENTURA COUNCIL OF GOVERNMENTS

WHEREAS, a Joint Powers Agreement was approved in 1992 establishing the Ventura Council of Governments, and

WHEREAS, the membership of the Ventura Council of Governments consists of the County of Ventura, the ten cities in Ventura County, and the cities of Agoura Hills and Westlake Village in Los Angeles County; and

WHEREAS, as a part of that Joint Powers Agreement, section 21(a) provided procedures whereby members may withdraw only at the end of the fiscal year; and

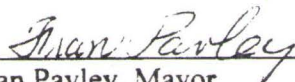
WHEREAS, the cities of Agoura Hills and Westlake Village have determined that it is in their best interest to join with other cities in Los Angeles County and have expressed a desire to withdraw from the Ventura Council of Governments; and

WHEREAS, a proposed amendment would authorize withdrawal procedures predicated on the approval of two-thirds of the membership;

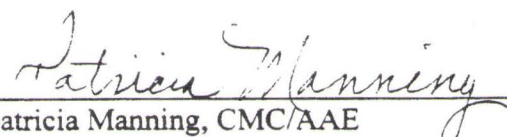
NOW THEREFORE, be it resolved that the City Council of the City of Agoura Hills does hereby authorize the first amendment to the Joint Powers Agreement relating to the withdrawal of member agencies.

PASSED, APPROVED, AND ADOPTED this 15<sup>th</sup> day of January, 1997, by the following vote to wit:

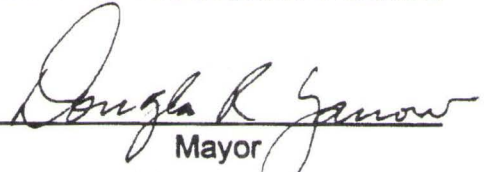
AYES: (5) Pavley, Weber, Corridori, Kuperberg, Rishoff  
NOES: (0) None  
ABSENT: (0) None  
ABSTAIN: (0) None

  
\_\_\_\_\_  
Fran Pavley, Mayor

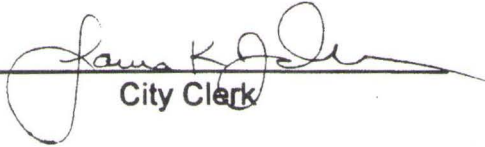
ATTEST:

  
\_\_\_\_\_  
Patricia Manning, CMC/AAE  
City Clerk

CITY OF WESTLAKE VILLAGE

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

COUNTY OF VENTURA

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Board



CITY OF WESTLAKE VILLAGE

---

Mayor

ATTEST:

---

City Clerk



COUNTY OF VENTURA

*John K. Flynn*  
Chair

ATTEST:

*Hebara Carrington*  
Clerk of the Board

**BOARD OF SUPERVISORS, COUNTY OF VENTURA  
STATE OF CALIFORNIA**

**A RESOLUTION AUTHORIZING THE FIRST AMENDMENT  
TO THE JOINT POWERS AGREEMENT ESTABLISHING  
THE VENTURA COUNCIL OF GOVERNMENTS**

**WHEREAS**, a Joint Powers Agreement was approved in 1992 establishing the Ventura Council of Governments; and,

**WHEREAS**, the membership of the Ventura Council of Governments consists of the County of Ventura, the ten cities in Ventura County, and the cities of Agoura Hills and Westlake Village in Los Angeles County; and,

**WHEREAS**, as a part of that Joint Powers Agreement, section 21 (a) provided procedures whereby members may withdraw only at the end of the fiscal year; and,

**WHEREAS**, the cities of Agoura Hills and Westlake Village have determined that it is in their best interest to join with other cities in Los Angeles County and has expressed a desire to withdraw from the Ventura Council of Governments; and,

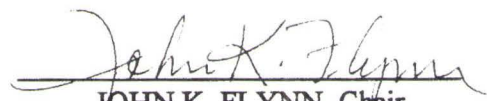
**WHEREAS**, a proposed amendment would authorize withdrawal procedures predicated on the approval of two-thirds of the membership.

**NOW THEREFORE BE IT RESOLVED** that the Board of Supervisors of the County of Ventura does hereby authorize the first amendment to the Joint Powers Agreement relating to the withdrawal of member agencies.

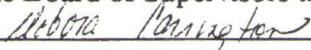
**PASSED AND ADOPTED THIS** 14th of January, 1997.



**COUNTY OF VENTURA**

  
**JOHN K. FLYNN, Chair**  
Board of Supervisors

ATTEST: RICHARD D. DEAN, County Clerk  
County of Ventura, State of California, and ex officio Clerk  
of the Board of Supervisors thereof.

By   
Deputy Clerk

**R** RECEIVE **D**  
JUN 30 2017

Ventura LAFCo

2002-40 VCOG  
JPA AGREEMENT



CITY OF  
**VENTURA**  
CITY CLERK'S OFFICE  
P.O. Box 99  
501 Poli Street #204  
Ventura, CA 93002

JPA  
2002-40

VENTURA COUNCIL OF GOVERNMENTS  
A JOINT POWERS AUTHORITY

---

ATTACHMENT 1

## AGREEMENT

### VENTURA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY

Pursuant to Section 6500, *et seq.*, of the Government Code and other applicable law, this Ventura Council of Governments Joint Powers Authority Agreement ("Agreement") is made and entered into by and between the following public entities (collectively "Entities"): County of Ventura, City of Camarillo, City of Fillmore, City of Moorpark, City of Ojai, City of Oxnard, City of Port Hueneme, City of San Buenaventura, City of Santa Paula, City of Simi Valley, and City of Thousand Oaks.

### WITNESSETH

The Entities hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

a. That there is a need for area wide planning and coordination between the Entities whose collective jurisdiction is in, the County of Ventura ("County"); and

b. That the public interest requires that long range planning, development and redevelopment within the political boundaries of the Entities must necessarily be coordinated, which can be accomplished only by means of a joint powers agency involving the active participation of the Entities; and

c. That each of the Entities, by and through its legislative body, has determined that a regional organization to accomplish such planning and related activities is required in furtherance of the public interest, necessity and convenience; and

d. That the legislative body of each of the Entities has independently determined that the public interest, convenience and necessity require the execution of this Agreement by and on behalf of the said Entities.

e. Except as provided by Section 2 of this Agreement, this Agreement supersedes the agreement previously entered into by the Entities which was effective December 1, 1992, and the First Amendment to said agreement effective January 15, 1997.

Section 2. Separate Legal Entity. The Entities created by the Agreement dated December 1, 1992 (referenced in Section 1.e above) a separate legal entity within the meaning of Section 6503.5 of the Government Code ("Agency"). This Agreement reaffirms that the Agency is a separate legal entity.

Section 3. Name. The name of the Agency shall be the Ventura Council of Governments.

Section 4. Purpose of Agency. The purpose of the creation of the Agency is to provide a vehicle for the Entities and other interested persons, public and private entities and organizations to engage in regional, cooperative and comprehensive planning to assist the Entities in the conduct of their affairs as public entities. In addition, the Agency will provide a regional organization for the review of federal and state projects which involve the use of federal and/or state funds, in various forms.

Section 5. Creation of Governing Body. There is hereby created a Governing Body for the Agency ("Governing Body") to conduct the affairs of the Agency. The Governing Body shall be constituted as follows:

a. City Entities. Designation of Regular City Members and Alternate City Members of Governing Body. One person shall be designated as a member of the Governing Body ("Regular City Member") and one person designated as an alternate member of the Governing Body ("Alternate City Member") by the legislative body of each of the Entities, except the County; and

b. County. Designation of Regular County Member and Alternate County Member of Governing Body. One person shall be designated as a member of the Governing Body ("Regular County Member") and one person designated as an alternate member of the Governing Body ("Alternate County Member") by the legislative body of the County; and

c. Eligibility. No person shall be eligible to serve as a Regular City Member, an Alternate City Member, a Regular County Member or an Alternate County Member unless that person is, at all times during the tenure of that person as a member of the Governing Body, an appointed or elected member of the legislative body of one of the appointing Entities or a duly appointed or elected member of the Board of Supervisors of the County. Should any person serving on the Governing Body fail to maintain the status as required by this Section 5, that person's position on the Governing Body shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5.

Section 6. Common Powers. The Agency shall have and exercise the following powers:

a. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with County-wide and regional significance; and

b. Assemble information helpful in the consideration of problems peculiar to the Entities; and

c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvement in the administration of governmental services.

Section 7. Use of Public Funds and Property. The Agency shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Entities and/or from other sources. Subject to the approval of the Governing Body, the Entities shall participate in the funding of the Agency in such a manner as the Governing Body shall prescribe, subject to the provisions of Section 23 of this Agreement. Where applicable, the Governing Body of the Agency may permit one or more of the Entities to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Agency's activities.

Section 8. Governing Body. Functions.

a. Voting. Members of the Governing Body shall be entitled to cast a vote on matters pending before the Governing Body only if such person is physically present at the meeting of the Governing Body.

b. Participation of Alternates. An Alternate Member may participate in the proceedings of the Governing Body only in the absence of the Entity's Regular Member.

c. Quorum. A quorum of the Governing Body shall consist of not less than fifty percent plus one of its total voting membership.

d. Committees. As needed, the Governing Body may create permanent or ad hoc advisory committees to give advice to the Governing Body on such matters as may be referred to such committee by the Governing Body. Such a committee shall remain in existence until dissolved by the Governing Body. Qualified persons shall be appointed to such committees by the Governing Body and each such appointee shall serve at the pleasure of the Governing Body. Subsequent to the approval of the original agreement dated December 1, 1992 (referenced in Section 1.e of this Agreement), the Governing Body created a permanent committee known as the Administrative Committee. The Administrative Committee shall set its own meeting schedule and shall advise the Governing Body on matters within the subject matter jurisdiction of the Agency. The Chair of the Governing Body shall serve as the Chair of the Administrative Committee.

e. Actions. Actions taken by the Governing Body shall be by not less than a majority vote of the total voting membership of the Governing Body unless by a provision of this Agreement, the Bylaws or applicable law a higher number of votes is required to carry a particular motion.

Section 9. Duties of the Governing Body. The Governing Body shall be deemed, for all purposes, the policy making body of the Agency. All of the powers of the Agency, except as may be expressly delegated to others pursuant to the provisions of this Agreement, the Governing Body's Bylaws or orders of the Governing Body or by specific action of the Governing Body, shall be exercised by and through the Governing Body.

Section 10. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Body, except as may otherwise be provided in this Agreement, the Bylaws or orders of the Governing Body or applicable law.

Section 11. Meetings of the Governing Body. The Governing Body shall by means of the adoption of Bylaws establish the dates and times of regular meetings of the Governing Body. Regular meetings shall be held not less than four times during each calendar year during the term of this Agreement. The location of each such meeting shall be as directed by the Governing Body.

Section 12. Election of Chair and Chair-Elect.

a. The Chair-Elect holding office as of the last regular meeting of the Governing Body for the calendar year shall be deemed elected to the position of Chair of the Governing Body and shall serve as Chair for a term of one year commencing January 1 of the succeeding calendar year. The Chair-Elect shall be elected at the last regular meeting of the Governing Body for the calendar year and shall serve as Chair-Elect for a term of one year commencing January 1 of the succeeding calendar year. Only members of the Governing Body are eligible to hold the positions of Chair and Chair-Elect. The Governing Body, by majority vote, may change the date for the election of the Chair-Elect and any such change shall only be applicable to the election specified by the Governing Body.

b. If there is a vacancy for any reason in the position of Chair or Chair-Elect, the Governing Body shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

c. The Chair shall be the chairperson of the Governing Body and shall conduct all meetings of the Governing Body and perform such other duties and functions as required of such person by this Agreement, the Bylaws or the Governing Body. The Chair-Elect shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by this Agreement, by the Chair, the Governing Body and the Bylaws.

Section 13. Designation of Treasurer and Auditor. The Governing Body shall designate a qualified person to act as the Treasurer for the Agency and a qualified person to act as the Auditor of the Agency. If the Governing Body so designates, a qualified person may hold both the office of Treasurer and the office of Auditor of the Agency. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be as set by the Governing Body of the Agency.

Section 14. Agency Treasurer. The person holding the position of Treasurer of the Agency shall have charge of the depositing and custody of all funds held by the Agency. The Treasurer shall perform such other duties as may be imposed by applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Body. The Agency's



Auditor shall perform such functions as may be required by this Agreement, the Bylaws and direction of the Governing Body.

Section 15. Designation of Other Officers and Employees. The Governing Body may employ such other officers or employees as appropriate and necessary to conduct the affairs of the Agency. The Governing Body shall appoint a qualified person who is not a member of the Governing Body, to serve in the position of Executive Director of the Agency. The Executive Director shall perform such duties as may be imposed upon that person by this Agreement, the Bylaws, other applicable law, or express direction of the Governing Body.

Section 16. Obligations of Agency. The debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of any of the Entities. No member of the Agency shall be responsible, directly or indirectly, for any obligation, debt or liability of the Agency, whatsoever.

Section 17. Agency Powers. Exercise of. The Agency shall have all of the express powers set forth in Section 6500, *et seq.*, of the Government Code, and other applicable laws and this Agreement. The Agency shall, in addition, have all implied powers necessary to perform its functions. The Agency shall exercise its powers only in a manner consistent with the provisions of this Agreement, the Bylaws and applicable law.

Section 18. Control and Investment of Agency Funds. The Governing Body shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 19. Term. The Agency created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than two-thirds (2/3) of the total voting membership of the Governing Body.

Section 20. Application of Laws to Agency Functions. The Agency shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Section 54950, *et seq.*, of the Government Code).

Section 21. Members of Agency.

a. Withdrawal. A member may withdraw from this Agency by filing its written notice of withdrawal with the Chair of the Governing Board, not less than 60 days before the end of any fiscal year occurring during the term of this Agreement. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of the fiscal year during which the timely notice of withdrawal was given. The withdrawal of a Member shall not, in any way discharge, impair or modify the obligations of the withdrawing Member, in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawing Member shall not

be entitled to the return of any funds or other assets belonging to the Agency, until the effective date of termination of this Agreement.

b. New Members. New Members may be admitted to the Agency upon an affirmative vote of not less than two-thirds (2/3) of the total voting members of the Governing Body, provided that such a proposed new member is a public entity whose jurisdiction lies within, and/or immediately adjacent to, the boundaries of the County. Admission to membership shall be subject to such terms and conditions as the Governing Body as may deem appropriate.

c. Alternate Method of Withdrawal. Notwithstanding any other provision of this Agreement to the contrary, any member may withdraw from this Agency at any time provided that not less than two-thirds (2/3) of the members who are then parties to this Agreement, approve such withdrawal. No such withdrawal shall be effective unless and until the proposed withdrawing member has met all of its financial obligations pursuant to this Agreement. The effective date of the withdrawal shall be the date that all of resolutions duly adopted by the legislative bodies of each member approving such withdrawal, are filed with the Executive Director of the Agency.

Section 22. Interference With Function of Members. The Governing Body shall not take any action with constitutes an interference with the exercise of lawful powers by a member of the Agency.

Section 23. Budget. The Governing Body shall adopt an annual budget for the Agency for the fiscal year commencing July 1 of each year. The budget shall be adopted, and dues shall 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.

Section 24. Dues of Members. The members of the Agency shall be responsible for the payment to the Agency, annually, of dues in the amounts periodically budgeted by the Governing Body, as and for the operating costs of the Agency ("Dues") as follows:

a. Three-fourths (3/4) of all Dues shall be borne by the Entities in proportion to their respective populations. The population figures shall be those population figures set forth in the most recent Population and Housing Estimate prepared by Department of Finance of the State of California ("Estimate") as of January 1 of each year.

b. The remaining one-fourth (1/4) of such Dues shall be borne equally by the Entities

c. The total amount of Dues imposed in any fiscal year, shall not exceed \$200,000.00, unless approved by not less than a majority weighted vote by Members of the Governing Body. "Weighted vote", as used in this subsection, c., of Section 23 of this Agreement, shall be determined as follows: The vote of each Regular or Alternate Member shall be assigned a value equal to the percentage of the amount of

the Entity's Dues to the total amount of the proposed Dues which would be paid by all of the Entities.

d. Illustration of Dues Formula. Attached hereto as Exhibit A is a true copy of the "Ventura Council of Governments 2002-2003 Annual Dues." Pursuant to the formula as set forth in this Section 23, the population figures for the entities and the budget amount specified in Exhibit A shall be modified periodically in the manner provided by the Agreement.

e. Due may be increased during the Fiscal Year upon a two-thirds (2/3) vote of the members who are then parties to this Agreement.

f. Dues are payable within 60 days of the approval of the dues. Any Entity which has not paid its dues within said 60 day period shall lose its voting privileges under this Agreement until such time as the dues are paid.

Section 25. Issuance of Bonds. The Governing Body shall be permitted to issue bonds or other evidence of indebtedness pursuant to the provisions of Section 6540, *et seq.*, of the Government Code and/or any other applicable law.

Section 26. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Agency, any assets remaining shall be distributed to the Entities in proportion to the then obligation of those Entities' obligation to participate in the funding of the Agency as provided in section 23 hereof.

Section 27. Amendment. This Agreement may be amended at anytime with the consent of all of the Entities.

Section 28. Entire Agreement. This Agreement embodies the entire understanding among the Entities with respect to the matters addressed herein and supercedes all prior agreements, understandings and negotiations, whether written or oral.

Section 29. Headings. The section and subsection headings of this Agreement are for reference purposes only and are not intended to modify the meaning of the text of the section or subsection.

Section 30. Effective Date. The effective date of this Agreement shall be July 25, 2002.

That the Entities have caused this Agreement to be executed on their behalf, respectively, as follows:



County of Ventura

John K. Flynn  
Chairperson of the Board of Supervisors

ATTEST:

ATTEST: JOHN F. JOHNSTON  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: Rolanda Rodriguez  
Deputy Clerk of the Board

City of Camarillo

Janette L. McDonald  
Mayor

ATTEST:

Sarah A. Harrington  
City Clerk

City of Fillmore

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

County of Ventura

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
County Clerk

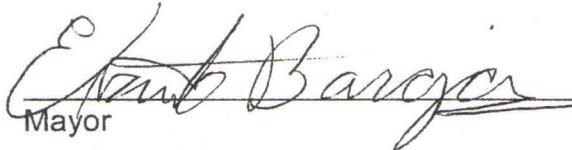
City of Camarillo

\_\_\_\_\_  
Mayor

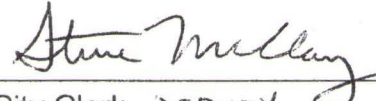
ATTEST:

\_\_\_\_\_  
City Clerk

City of Fillmore

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk, DEPUTY

City of Moorpark

*[Handwritten signature]*

Mayor



ATTEST:

*Deborah S. Tralfenstedt*

City Clerk

City of Ojai

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Oxnard

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

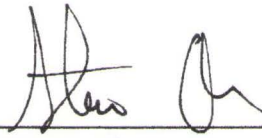
City of Moorpark

\_\_\_\_\_  
Mayor


ATTEST:

\_\_\_\_\_  
City Clerk

City of Ojai

  
\_\_\_\_\_  
Mayor , Steve Olsen

ATTEST:

  
\_\_\_\_\_  
City Clerk , Carlon Strobel

City of Oxnard

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Port Hueneme

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of San Buenaventura

*Ray DiGiacomo*  
\_\_\_\_\_  
Mayor

ATTEST:

*Barbara J. Kim*  
\_\_\_\_\_  
City Clerk



City of Santa Paula

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



City of Port Hueneme

*Anthony C. Volante*

\_\_\_\_\_  
Mayor ANTHONY C. VOLANTE

ATTEST:

*Karen B. Jackson*

\_\_\_\_\_  
City Clerk KAREN B. JACKSON

City of San Buenaventura

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Paula

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Simi Valley

*Bill Davis*

\_\_\_\_\_  
Mayor

ATTEST:

*Alice K. Redondo*

\_\_\_\_\_  
City Clerk

City of Thousand Oaks

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

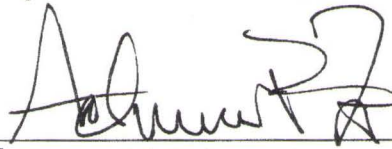
City of Simi Valley

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Thousand Oaks

*for*   
\_\_\_\_\_  
Mayor - Edward L. Masry

ATTEST:

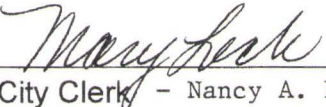
*for*   
\_\_\_\_\_  
City Clerk - Nancy A. Dillon

EXHIBIT A

Ventura Council of Governments  
2002-03 Annual Dues

	Population <sup>1</sup>	% of Total Population	Calculated based on $\frac{3}{4}$ Population $\frac{1}{4}$ Equally
Camarillo	57,077	7.58%	\$5,968
Fillmore	13,643	1.81%	2,723
Moorpark	31,415	4.17%	4,050
Ojai	7,862	1.04%	2,291
Oxnard	170,358	22.62%	14,428
Port Hueneme	21,845	2.90%	3,335
San Buenaventura	100,916	13.40%	9,242
Santa Paula	28,598	3.80%	3,840
Simi Valley	111,351	14.78%	10,021
Thousand Oaks	117,005	15.53%	10,443
County of Ventura	93,127	12.36%	8,660
	<b>753,197</b>	<b>100.00%</b>	<b>\$75,000</b>

<sup>1</sup> The population figures shall be those population figures set forth in the most recent Population and Housing Estimate prepared by Department of Finance of the State of California ("Estimate").

**VCOG**  
**Allocation of Yearly Budget by Member**

	<u>Population<sup>1</sup></u>	<u>Percent of total population</u>	<u>Allocated based on ¾ population and ¼ equally</u>
Camarillo	57,077	7.58%	\$ 5,968
Fillmore	13,643	1.81%	2,723
Moorpark	31,415	4.17%	4,050
Ojai	7,862	1.04%	2,291
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County of Ventura	<u>93,127</u>	<u>12.36%</u>	<u>8,660</u>
<b>Total</b>	<u>753,197</u>	<u>100.00%</u>	<u>\$75,000</u>

<sup>1</sup> The population figures shall be those population figures set forth in the most recent Population and Housing Estimate prepared by Department of Finance of the State of California ("Estimate").

**VCOG**  
**Budget for Fiscal Year 2002-03**

Revenues:

Membership Dues	\$75,000
Interest Earned	<u>1,050</u>
<b>Total Revenues</b>	<b><u>\$76,050</u></b>

Expenditures:

Executive Support Services	
Executive Administration	\$20,000
Administrative Support	10,000
Special Projects	20,000
Accounting Services	2,000
Annual Audit	4,000
Supplies	4,000
Contingency	<u>16,050</u>
<b>Total Expenditures</b>	<b><u>\$76,050</u></b>



# ADMINISTRATIVE REPORT

Date: July 17, 2002

Agenda Item No.: 10

Council Action Date: July 22, 2002

To: COUNCILMEMBERS

From: RAY DI GIULIO, MAYOR

Subject: VENTURA COUNCIL OF GOVERNMENTS JPA AGREEMENT

## RECOMMENDED ACTION

It is recommended that the City Council:

- a) Authorize the Mayor to cast a vote on behalf of the City of Ventura approving the revised Ventura Council of Governments (VCOG) Joint Powers Agreement (JPA) as contained in Attachment 1, including authorizing the Mayor to approve any non-substantive changes or modifications to the JPA that may be proposed at the July 25 VCOG meeting; and
- b) Approve payment of the City's Fiscal Year 2002-2003 annual VCOG dues in the amount of \$9,242 as listed in Attachment 2.

## SUMMARY

Over the past two years the County of Ventura and the ten cities in the County have been working on the restructuring of VCOG. During this time, numerous meetings have been held to discuss the restructuring of the Council as well as the necessary budget and staff support required to facilitate the process. During the past months, extensive effort has been focused on revising the framework and language of the JPA.

At the June 27, 2002 VCOG Administrative Committee Meeting, the final draft of the JPA Agreement (Attachment 1) and the proposed VCOG budget for Fiscal Year 2002-2003 (Attachment 3) were reviewed and approved for forwarding to the general membership for their consideration.

**Administrative Report**

July 17, 2002

Page 2

The VCOG general membership is scheduled to meet on Thursday, July 25 at 5:00 p.m. at the Camarillo City Council Chambers to consider and approve the proposed Joint Powers Agreement.

**DISCUSSION**

As proposed, VCOG will "...provide a vehicle for the entities and other interested persons, public and private entities and organizations to engage in regional, cooperative and comprehensive planning to assist the entities in the conduct of their affairs as public entities. In addition, VCOG will provide a regional organization for the review of federal and state projects, which involve the use of federal and/or state funds, in various forms."

The JPA Common Powers states: "The Agency shall have and exercise the following powers:

- a. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with County-wide and regional significance; and
- b. Assemble information helpful in the consideration of problems peculiar to the Entities; and
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvement in the administration of governmental services."

Membership and voting stipulates that each member of the JPA will be entitled to cast one vote, only if such person is physically present at the meeting.

The JPA further states that a member may withdraw from this Agency by filing its written notice of withdrawal with the Chair of the governing board, not less than 60 days before the end of any fiscal year occurring during the term of this Agreement.

The proposed yearly VCOG budget is in the amount of \$76,050 (\$75,000 - membership dues and \$1,050 - interest earned). The budget will cover the following expenditures totaling \$76,050: executive administration, administrative support, special projects, accounting services, annual audit, supplies and contingency, which is outlined in Attachment 3.

Currently, the Mayor is the City's representative to VCOG and will be attending the July 25 meeting on behalf of the City. In addition to authorizing the Mayor to cast an



## AGREEMENT

### VENTURA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY

Pursuant to Section 6500, *et seq.*, of the Government Code and other applicable law, this Ventura Council of Governments Joint Powers Authority Agreement ("Agreement") is made and entered into by and between the following public entities (collectively "Entities"): County of Ventura, City of Camarillo, City of Fillmore, City of Moorpark, City of Ojai, City of Oxnard, City of Port Hueneme, City of San Buenaventura, City of Santa Paula, City of Simi Valley, and City of Thousand Oaks.

### WITNESSETH

The Entities hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

a. That there is a need for area wide planning and coordination between the Entities whose collective jurisdiction is in, the County of Ventura ("County"); and

b. That the public interest requires that long range planning, development and redevelopment within the political boundaries of the Entities must necessarily be coordinated, which can be accomplished only by means of a joint powers agency involving the active participation of the Entities; and

c. That each of the Entities, by and through its legislative body, has determined that a regional organization to accomplish such planning and related activities is required in furtherance of the public interest, necessity and convenience; and

d. That the legislative body of each of the Entities has independently determined that the public interest, convenience and necessity require the execution of this Agreement by and on behalf of the said Entities.

e. Except as provided by Section 2 of this Agreement, this Agreement supersedes the agreement previously entered into by the Entities which was effective December 1, 1992, and the First Amendment to said agreement effective January 15, 1997.

Section 2. Separate Legal Entity. The Entity created by the Agreement dated December 1, 1992 (referenced in Section 1.e above) is a separate legal entity within the meaning of Section 6503.5 of the Government Code ("Agency"). This Agreement reaffirms that the Agency is a separate legal entity.

Section 3. Name. The name of the Agency shall be the Ventura Council of Governments.

Section 4. Purpose of Agency. The purpose of the creation of the Agency is to provide a vehicle for the Entities and other interested persons, public and private entities and organizations to engage in regional, cooperative and comprehensive planning to assist the Entities in the conduct of their affairs as public entities. In addition, the Agency will provide a regional organization for the review of federal and state projects which involve the use of federal and/or state funds, in various forms.

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b. County. Designation of Regular County Member and Alternate County Member of Governing Body. One person shall be designated as a member of the Governing Body ("Regular County Member") and one person designated as an alternate member of the Governing Body ("Alternate County Member") by the legislative body of the County; and

c. Eligibility. No person shall be eligible to serve as a Regular City Member, an Alternate City Member, a Regular County Member or an Alternate County Member unless that person is, at all times during the tenure of that person as a member of the Governing Body, an appointed or elected member of the legislative body of one of the appointing Entities. Should any person serving on the Governing Body fail to maintain the status as required by this Section 5, that person's position on the Governing Body shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5.

Section 6. Common Powers. The Agency shall have and exercise the following powers:

a. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with County-wide and regional significance; and

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b. Participation of Alternates. An Alternate Member may participate in the proceedings of the Governing Body only in the absence of the Entity's Regular Member.

c. Quorum. A quorum of the Governing Body shall consist of not less than fifty percent plus one of its total voting membership.

d. Committees. As needed, the Governing Body may create permanent or ad hoc advisory committees to give advice to the Governing Body on such matters as may be referred to such committee by the Governing Body. Such a committee shall remain in existence until dissolved by the Governing Body. Qualified persons shall be appointed to such committees by the Chair of the Governing Body subject to ratification of the appointment by the Governing Body and each such appointee shall serve at the pleasure of the Governing Body. Subsequent to the approval of the original agreement dated December 1, 1992 (referenced in Section 1.e of this Agreement), the Governing Body created a permanent committee known as the Administrative Committee. The Administrative Committee shall set its own meeting schedule and shall advise the Governing Body on matters within the subject matter jurisdiction of the Agency. The Chair of the Governing Body shall serve as the Chair of the Administrative Committee.

e. Actions. Actions taken by the Governing Body shall be by not less than a majority vote of the total voting membership of the Governing Body unless by a provision of this Agreement, the Bylaws or applicable law a higher number of votes is required to carry a particular motion.

Section 9. Duties of the Governing Body. The Governing Body shall be deemed, for all purposes, the policy making body of the Agency. All of the powers of the Agency, except as may be expressly delegated to others pursuant to the provisions of this Agreement, the Governing Body's Bylaws or orders of the Governing Body or by specific action of the Governing Body, shall be exercised by and through the Governing Body.

Section 10. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Body, except as may otherwise be provided in this Agreement, the Bylaws or orders of the Governing Body or applicable law.

Section 11. Meetings of the Governing Body. The Governing Body shall by means of the adoption of Bylaws establish the dates and times of regular meetings of the Governing Body. Regular meetings shall be held not less than four times during each calendar year during the term of this Agreement. The location of each such meeting shall be as directed by the Governing Body.

Section 12. Election of Chair and Chair-Elect.

a. The Chair-Elect holding office as of the last regular meeting of the Governing Body for the calendar year shall be deemed elected to the position of Chair of the Governing Body and shall serve as Chair for a term of one year commencing January 1 of the succeeding calendar year. The Chair-Elect shall be elected at the last regular meeting of the Governing Body for the calendar year and shall serve as Chair-Elect for a term of one year commencing January 1 of the succeeding calendar year. Only members of the Governing Body are eligible to hold the positions of Chair and Chair-Elect. The Governing Body, by majority vote, may change the date for the election of the Chair-Elect and any such change shall only be applicable to the election specified by the Governing Body.

b. If there is a vacancy for any reason in the position of Chair or Chair-Elect, the Governing Body shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

c. The Chair shall be the chairperson of the Governing Body and shall conduct all meetings of the Governing Body and perform such other duties and functions as required of such person by this Agreement, the Bylaws or the Governing Body. The Chair-Elect shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by this Agreement, by the Chair, the Governing Body and the Bylaws.

Section 13. Designation of Treasurer and Auditor. The Governing Body shall designate a qualified person to act as the Treasurer for the Agency and a qualified person to act as the Auditor of the Agency. If the Governing Body so designates, a qualified person may hold both the office of Treasurer and the office of Auditor of the Agency. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be as set by the Governing Body of the Agency.

Section 14. Agency Treasurer. The person holding the position of Treasurer of the Agency shall have charge of the depositing and custody of all funds held by the Agency. The Treasurer shall perform such other duties as may be imposed by applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Body. The Agency's

Auditor shall perform such functions as may be required by this Agreement, the Bylaws and direction of the Governing Body.

Section 15. Designation of Other Officers and Employees. The Governing Body may employ such other officers or employees or independent contractors as appropriate and necessary to conduct the affairs of the Agency. The Governing Body shall appoint a qualified person who is not a member of the Governing Body, to serve in the position of Executive Director of the Agency. The Executive Director shall perform such duties as may be imposed upon that person by this Agreement, the Bylaws, other applicable law, or express direction of the Governing Body.

Section 16. Obligations of Agency. The debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of any of the Entities. No member of the Agency shall be responsible, directly or indirectly, for any obligation, debt or liability of the Agency, whatsoever.

Section 17. Agency Powers. Exercise of. The Agency shall have all of the express powers set forth in Section 6500, *et seq.*, of the Government Code, and other applicable laws and this Agreement. The Agency shall, in addition, have all implied powers necessary to perform its functions. The Agency shall exercise its powers only in a manner consistent with the provisions of this Agreement, the Bylaws and applicable law.

Section 18. Control and Investment of Agency Funds. The Governing Body shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 19. Term. The Agency created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than two-thirds (2/3) of the total voting membership of the Governing Body.

Section 20. Application of Laws to Agency Functions. The Agency shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Section 54950, *et seq.*, of the Government Code).

Section 21. Members of Agency.

a. Withdrawal. A member may withdraw from this Agency by filing its written notice of withdrawal with the Chair of the Governing Board, not less than 60 days before the end of any fiscal year occurring during the term of this Agreement. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of the fiscal year during which the timely notice of withdrawal was given. The withdrawal of a Member shall not, in any way discharge, impair or modify the obligations of the withdrawing Member, in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawing Member shall not

be entitled to the return of any funds or other assets belonging to the Agency, until the effective date of termination of this Agreement.

b. New Members. New Members may be admitted to the Agency upon an affirmative vote of not less than two-thirds (2/3) of the total voting members of the Governing Body, provided that such a proposed new member is a public entity whose jurisdiction lies within, and/or immediately adjacent to, the boundaries of the County. Admission to membership shall be subject to such terms and conditions as the Governing Body as may deem appropriate.

c. Alternate Method of Withdrawal. Notwithstanding any other provision of this Agreement to the contrary, any member may withdraw from this Agency at any time provided that not less than two-thirds (2/3) of the members who are then parties to this Agreement, approve such withdrawal. No such withdrawal shall be effective unless and until the proposed withdrawing member has met all of its financial obligations pursuant to this Agreement. The effective date of the withdrawal shall be the date that all of resolutions duly adopted by the legislative bodies of each member approving such withdrawal, are filed with the Executive Director of the Agency.

Section 22. Interference With Function of Members. The Governing Body shall not take any action which constitutes an interference with the exercise of lawful powers by a member of the Agency.

Section 23. Budget. The Governing Body shall adopt an annual budget for the Agency for the fiscal year commencing July 1 of each year. The budget shall be adopted, and dues shall 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.

Section 24. Dues of Members. The members of the Agency shall be responsible for the payment to the Agency, annually, of dues in the amounts periodically budgeted by the Governing Body, as and for the operating costs of the Agency ("Dues") as follows:

a. Three-fourths (3/4) of all Dues shall be borne by the Entities in proportion to their respective populations. The population figures shall be those population figures set forth in the most recent Population and Housing Estimate prepared by Department of Finance of the State of California ("Estimate") as of January 1 of each year.

b. The remaining one-fourth (1/4) of such Dues shall be borne equally by the Entities

c. The total amount of Dues imposed in any fiscal year, shall not exceed \$200,000.00, unless approved by not less than a majority weighted vote by Members of the Governing Body. "Weighted vote", as used in this subsection, c., of Section 23 of this Agreement, shall be determined as follows: The vote of each Regular or Alternate Member shall be assigned a value equal to the percentage of the amount of

the Entity's Dues to the total amount of the proposed Dues which would be paid by all of the Entities.

d. Illustration of Dues Formula. Attached hereto as Exhibit A is a true copy of the "Ventura Council of Governments 2002-2003 Annual Dues." Pursuant to the formula as set forth in this Section 23, the population figures for the entities and the budget amount specified in Exhibit A shall be modified periodically in the manner provided by the Agreement.

e. Subject to the provisions of Section 24.c of this Agreement, dues may be increased during the Fiscal Year upon a two-thirds (2/3) vote of the members who are then parties to this Agreement.

f. Dues are payable within 60 days of the approval of the dues or by August 1 following the date of the approval, whichever is later. Any Entity which has not paid its dues within said period shall lose its voting privileges under this Agreement until such time as the dues are paid.

Section 25. Issuance of Bonds. The Governing Body shall be permitted to issue bonds or other evidence of indebtedness pursuant to the provisions of Section 6540, *et seq.*, of the Government Code and/or any other applicable law.

Section 26. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Agency, any assets remaining shall be distributed to the Entities in proportion to the then obligation of those Entities' obligation to participate in the funding of the Agency as provided in section 23 hereof.

Section 27. Amendment. This Agreement may be amended at anytime with the consent of all of the Entities.

Section 28. Entire Agreement. This Agreement embodies the entire understanding among the Entities with respect to the matters addressed herein and supercedes all prior agreements, understandings and negotiations, whether written or oral.

Section 29. Headings. The section and subsection headings of this Agreement are for reference purposes only and are not intended to modify the meaning of the text of the section or subsection.

Section 30. Effective Date. The effective date of this Agreement shall be July 25, 2002.

That the Entities have caused this Agreement to be executed on their behalf, respectively, as follows:

County of Ventura



John K. Flynn  
Chairperson of the Board of Supervisors

ATTEST:

ATTEST: JOHN F. JOHNSTON  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: Rolanda Rodriguez  
Deputy Clerk of the Board

\_\_\_\_\_

City of Camarillo

Janette L. McDonald  
Mayor

ATTEST:

Suzanne A. Harrington  
City Clerk

City of Fillmore

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



County of Ventura

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
County Clerk

City of Camarillo

\_\_\_\_\_  
Mayor

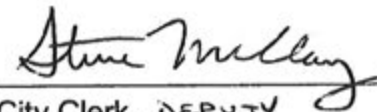
ATTEST:

\_\_\_\_\_  
City Clerk

City of Fillmore

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk, DEPUTY

City of Moorpark

*[Handwritten signature]*

Mayor



ATTEST:

*Deborah S. Tralfenstedt*

City Clerk

City of Ojai

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Oxnard

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk


City of Moorpark

\_\_\_\_\_  
Mayor


ATTEST:

\_\_\_\_\_  
City Clerk

City of Ojai

  
\_\_\_\_\_  
Mayor , Steve Olsen

ATTEST:

  
\_\_\_\_\_  
City Clerk , Carlon Strobel

City of Oxnard

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Port Hueneme

*Anthony C. Volante*

\_\_\_\_\_  
Mayor ANTHONY C. VOLANTE

ATTEST:

*Karen B. Jackson*

\_\_\_\_\_  
City Clerk KAREN B. JACKSON

City of San Buenaventura

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Paula

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Port Hueneme

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of San Buenaventura



*Ray DiGiacomo*  
\_\_\_\_\_  
Mayor

ATTEST:

*Barbara J. Kim*  
\_\_\_\_\_  
City Clerk

City of Santa Paula

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Port Hueneme

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of San Buenaventura

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Paula

*Ray C. Luna*  
\_\_\_\_\_  
Mayor

ATTEST:


*[Signature]*  
\_\_\_\_\_  
City Clerk



City of Simi Valley

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

City of Thousand Oaks

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

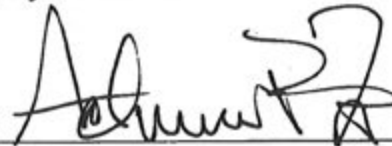
City of Simi Valley

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Thousand Oaks

*for*   
\_\_\_\_\_  
Mayor - Edward L. Masry

ATTEST:

*for*   
\_\_\_\_\_  
City Clerk - Nancy A. Dillon



EXHIBIT A

Ventura Council of Governments  
2002-03 Annual Dues

	Population <sup>1</sup>	% of Total Population	Calculated based on $\frac{3}{4}$ Population $\frac{1}{4}$ Equally
Camarillo	57,077	7.58%	\$5,968
Fillmore	13,643	1.81%	2,723
Moorpark	31,415	4.17%	4,050
Ojai	7,862	1.04%	2,291
Oxnard	170,358	22.62%	14,428
Port Hueneme	21,845	2.90%	3,335
San Buenaventura	100,916	13.40%	9,242
Santa Paula	28,598	3.80%	3,840
Simi Valley	111,351	14.78%	10,021
Thousand Oaks	117,005	15.53%	10,443
County of Ventura	93,127	12.36%	8,660
	<b>753,197</b>	<b>100.00%</b>	<b>\$75,000</b>

<sup>1</sup> The population figures shall be those population figures set forth in the most recent Population and Housing Estimate prepared by Department of Finance of the State of California ("Estimate").