

**VENTURA COUNCIL
OF GOVERNMENTS**

**AGENDA
VENTURA COUNCIL OF GOVERNMENTS
ADMINISTRATIVE COMMITTEE
(ZOOM Conference Call)
Thursday, April 4, 2024, 2:00 p.m.
RESCHEDULED**

<https://us02web.zoom.us/j/86038904371?pwd=WnFiTjZMVmY3VFd2MzA5bjlrY0pEZZ09>
Meeting ID: 860 3890 4371

Agenda reports and other disclosable public records related to open session agenda items are available on the VCOG website under agenda and minutes at www.venturacog.org and at the principal VCOG business office located at 33 East High Street, Suite 200, Moorpark, California by appointment [(805) 217-9448] during regular business hours, Monday through Friday, 9:00 a.m. to 4:00 p.m. The Public is invited and may attend this remote meeting using the Access Number provided above

1. Call to Order – Roll Call

COMMITTEE MEMBER REMOTE LOCATIONS:

Elaine Litster – 2929 Alamo Street, Simi Valley, CA 93063 (City Hall)
Mike Johnson- 41 N. Wake Forest Ave Ventura, CA 93003 (Residence)
Chris Enegren - 444 Zachary St # 120, Moorpark, CA 93021 (Business)
Carrie Broggie- 421 Edgewood Drive, Fillmore, 93015 (Residence)
David Tennesen – 601 Carmen Dr., Camarillo, CA, 93010 (City Hall)

2. Public Statements

3. Adoption of January 18, 2024 Committee Meeting Summary *(Attached)*

4 Executive Director Report

- a. REAP Program Update
- b. Staff Travel Request *(Attached)*
- c. 2024-2025 VCOG Operating Budget *(Attached)*
- d. Performance Evaluation- Executive Director Reminder *-(Blank Form Attached)*
- e. Extension of current Agreement to June 30, 2025 *(Attached)-Current agreement expires 6/30/24)*

5. Plans for May 9, 2024 Council Meeting (Presentation Topics)

- VCOG Operating Budget- 2024-25 *(May-Required by June 30, 2024)*
- Community Assistance, Recovery and Empowerment (CARE) Act *(Invited)*
- Port Hueneme Beach Dredging Presentation *(Steven Gama)*
- RDP- Update- *(Mike Johnson)*
- CSUCI President Richard Yao *(July)*
- VCOG Position on Initiative No. 21-0042A1 *(July)*
- Visit from Naval Base Ventura Commander – *(September)*
- Other

Adjournment- Next Committee Meeting- May 16, 2024

VCOG ADMINISTRATIVE COMMITTEE
January 18, 2024
ZOOM CONFERENCE CALL
Meeting Summary

1. Call to Order - 2:45 p.m. Members on Zoom Call: Chair Litster, 2023 Chair-Elect Johnson, 2024 Chair-Elect Enegren Member-at-Large Broggie.

Staff on Call: Executive Director Riley, Housing Specialist Chris Williamson, Dave Mullinax, Regional Public Affairs Manager, League of California Cities / Channel Counties Division,

2. Public Statements – NONE

3. Approval of November 16, 2023 Meeting Summary- The meeting Summary for November 16, 2023 was examined. There were no additions or corrections and the meeting summary was approved as published.

4 Executive Director Report

- a. Financial Report – Riley reported we were having some difficulty withdrawing on the LATA Grant from the Public Utilities Commission (CPUC). Their position is that we cannot obtain reimbursement for our project expenses without a “Finished Work Product” And there is confusion as to what constitutes a “Finished Work Product.” So we are having to submit a revised scope of work for the project that more accurately defined deliverables. For REAP we have combined the Reimbursement Invoices for November and December 2023 REAP 1.0 Expenses into one Invoice which was submitted on January 11, 2024 and is Pending.
- b. Change to Committee Meeting Schedule- Staff Request -7/18/24 to 7/25/24 – Riley asked the Committee to consider changing the July 18, 2024 Meeting Date to July 25, 2024. Chair-Elect Johnson will need to get back with Hugh on the change. Other committee members had no objection to the change. (Later in this meeting, Member Johnson stated that the rescheduled meeting to July 25 would work for him.)
- c. REAP Program Update- Chris provided a summary of REAP 1.0 and that work had been completed on REAP 1.0 Projects 2, 3, 4, and 5. Additional Tasks will be added to Project 5 after approval from SCAG. These will be funded with the funds remaining in the Project 5 Budget and will involve an amended Agreement with Iteris, Inc. to complete the work. The current consultant (Iteris) is calculating an alternative Induced Demand factor to use instead of CalTRAN’s statewide factor. Induced Demand adds additional traffic to new freeway lanes supposedly because the new capacity will lead to more development along the freeway. With SOAR and the GOD regulations, that will not happen.
Also, Iteris is preparing the nexus study to justify allowing affordable housing to be VMT mitigation. We are also developing a “VMT AMP Road Show” campaign to explain the VCTC VMT program to Planning Commissions, Planning Department staff, elected officials, housing advocates, and the general community. We expect reach out to your Planning and Traffic staff. The previously completed Density Bonus, Inclusionary, Motel Conversion, Care Facilities, SB6/AB2011 zoning, and ADU model ordinances are available. We have asked for an extension of time to complete this project by May 31, 2024 and are waiting for a response from SCAG. The current end to the program is February 29, 2024.

Chris continued to report on REAP 2.0. This grant activity must address three goals: to assist the 10 cities and County in implementing their respective Housing Element programs that lead to infill housing, VMT reduction, and Affirmatively Furthering Fair Housing (AFFH). This project's budget is \$370,127. We will also be reviewing all of the member's Housing Elements to determine activities that are the same so that a project involving technical assistance can address these common activities. We are currently waiting for SCAG to approve a final MOU for REAP 2.0.

Riley reminded the committee that a Draft of the REAP 2.0 MOU was included with his Executive Director's Report for the January 11, 2024 VCOG Council Meeting.

Member Johnson stated that it would be very useful for the jurisdictions in the County to share details of their intended activities which would also help to reduce required use of local resources and staff.

- d. Performance Evaluation- Executive Director (current agreement expires 6/30/24) and;
- e. Extension of current Agreement to June 30, 2025 – Riley combined these two items as an advance look for the committee. He will be requesting a one-year extension to the current Independent Contractor Agreement which expires on June 30, 2024.

5. Plans for March 14, 2024 Council Meeting (Presentation Topics) The following topics were provided on the meeting agenda for consideration

- VCOG Position on Initiative No. 21-0042A1 (Cal. Business Roundtable)
- RDP- Report and/or Visit from Naval Base Ventura Commander
- Southern California Edison
- Clean Power Alliance
- Reports from members on their own agency's Homelessness Ordinances.

Riley asked Dave Mullinax to provide an update on the CBR Initiative. He summarized the intent of the measure and gave some background on its major corporation sponsors. HE explained the governor's plan to get the measure removed from the ballot based on the legal point that it could only be considered at a constitutional convention since it is a change- not an amendment to the state constitution. The California Supreme Court has agreed to hear the case in late February or early March and we should have a decision by June. Regarding the timing for VCOG to consider a VCOG Position on the Measure, he recommended waiting until the legal issue is decided. The May 9 or July 11, 2024 VCOG Meetings could be considered.

The committee had further discussion on the serious impacts if the CBRT Measure passes and Mullinax also explained the details of ACA 13 that will also be on the November Ballot. He also offered to make presentations to our city councils (some have already occurred) and assist with information and public education whenever it is appropriate in our communities.

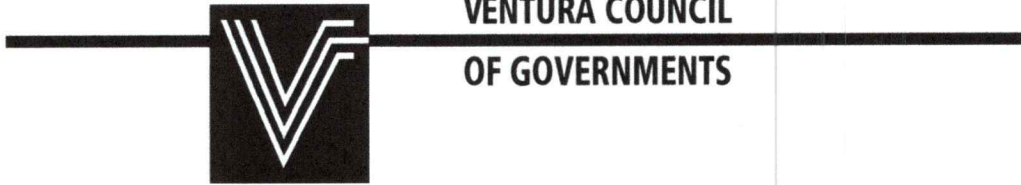
Chair Litster referred to the council input for the March Meeting which included a presentation from the County Probation Agency and from Steven Gama's request to discuss waterway cleaning techniques. Member Johnson suggested we could solicit a presentation from the Watershed Protection District that serves Ventura County. They work with all the cities where there are waterways.

Riley asked Mr. Johnson to comment on the RDP topic. Mike reported that the RDP, was planning to visit all of the cities to provide a comprehensive report on the impacts of Naval Base Ventura and to discuss an increase in the RDP Dues which have not been adjusted for a number of years. He felt we should postpone an RDP Presentation to a later time when they have completed their comprehensive update report.

The Committee discussed various options for topics and agreed to have Riley develop an Agenda Presentation the Ventura County Probation Agency and a presentation from the Watershed Protection District for the March 14, 2024 VCOG Meeting.

Adjournment – The conference call concluded, and the meeting adjourned at 4:01 p.m.

Next Meeting – January 18, 2024 at 2:30 PM VIA ZOOM.



**VENTURA COUNCIL
OF GOVERNMENTS**

4b.

MEMORANDUM

TO: Administrative Committee
FROM: Hugh R. Riley, Executive Director 
SUBJECT: Staff Travel Authorization Request
DATE: April 4, 2024

Recommendation:

Authorize registration, travel, and lodging expense for Executive Director to attend the SCAG Annual Conference and General Assembly on May 2-3, 2024 in Palm Desert, CA,

Discussion:

Staff is requesting Administrative Committee approval for the Executive Director to attend the SCAG Annual Conferences in 2024. The estimated cost for travel & Lodging for conference is summarized below:

SCAG Annual Conference & General Assembly- 05/2-05/03 in Palm Desert CA

Description	Date	Rate (Mi. @/ Remarks	Amount
Conference Registration*	05/02/24	NA	\$ -0- (SCAG Comp.)
Lodging	05/01 to 05/02/24	Two Nights	\$ 569.45
Mileage	05/01 & 5/03/24	331.6 Mi. @ \$058	\$ 192.32
TOTAL		2023-2024 Budget	\$ 761.77
* Comped by SCAG			




VENTURA COUNCIL
OF GOVERNMENTS

ITEM 4c.

MEMORANDUM

TO: VCOG Administrative Committee

FROM: Hugh Riley, Executive Director 

SUBJECT: Review of Proposed VCOG Fiscal Year 2024/2025 Budget

DATE: April 4, 2024

Recommendation:

The Committee should review and discuss the proposed VCOG Operating Budget for FY 2024-2025

Discussion:

The VCOG Joint Powers Authority Agreement Section 23 requires that a budget be adopted, and dues be approved, at the last regular meeting of the Governing Body prior to June 30 of each year or at the first meeting, regular or special, of the Governing Body after June 30. This report presents the committee with a preliminary review of the proposed VCOG Budget for FY 2024-2025.

Fiscal Year 2022/2023 Expenditures

Fiscal Year 2023-2024 expenditures are estimated to be \$242,893.15 as of March 27, 2024. The FY 2023-2024 Budget as amended totaled \$1,200,938 including REAP 1.0 and 2.0 Grants and LATA Grant Funds totaling \$1,126,946. All actual expenses for the 2023-2024 Fiscal Year will be within the approved, amended budget.

FY 2024-2025 Estimated Revenue

Annual non-grant revenue is budgeted at \$73,992. Staff will solicit Annual Dinner Sponsorships totaling \$9,000 from SCAG and Southern California Edison and others to support the event costs. The estimated LATA Grant Income based on projected Broadband Expense is \$372, 600. The REAP 1.0 Program will be completed by May 31, 2024 and the REAP 2.0 Project Grant of \$419,000 was suspended by SCAG due to state budget cuts. Therefore no expenses are included in the proposed budget for the REAP Program.

FY 2024-2025 Proposed Expenditures

The Executive Administration line item has been maintained at \$45,000 which conforms to the services contract to be submitted on May 12, 2022. Accounting Fees and Audit are presented as separate line items at \$2,500 and \$5,000 respectively. This reflects the current fee estimate from the auditor for the FY 2022-2023 Audit.

Separate line items for Insurance and Legal Services are included in the budget based on the existing Alliant insurance policy premium (\$3,900) with an increase for inflation and \$300 for possible legal services as in previous years. Additional Legal services costs, if needed for the Broadband Joint Powers Agreement, will be paid from LATA Grant Administrative Expenses included elsewhere in the proposed budget.

\$9,000 has been budgeted for the Annual Dinner, \$2,500 for Conference and Meetings, and \$3,202 for authorized staff travel. Costs for staff attendance at both the CalCities Annual Conference in Sacramento in September 2024, and the SCAG Annual Conference and General Assembly in May 2025 have been included as both conferences are planned as live events.

Administrative Operating Costs

Expenses for office supplies, printing and copying, and Internet are based on current year's expenditures including the annual fee for the Quickbooks Program. The proposed budget for FY 2024-2025 continues to separate these expenses and maintains a similar, overall total amount with adjustments based on actual expenses in the previous year.

FY 2023-2024 Proposed Budget

The proposed Fiscal Year 2024-2025 budget (Exhibit A) totals \$446,603 to continue operations and programming of VCOG. Member agency Dues Assessments (Exhibit B) have been maintained at the same level as 2023-2024 as they have for the past eight years.

ATTACHMENT: Proposed FY Budget 2024-2025

Exhibit A
VENTURA COUNCIL OF GOVERNMENTS
FISCAL YEAR 2024/2025
PROPOSED BUDGET

<u>Budget Item</u>	<u>Fiscal Year 2023/2024 Approved Budget</u>	<u>Fiscal Year 2023/2024 Amended Budget</u>	<u>Fiscal Year 2024/2025 Proposed Budget</u>
Income			
Annual Dinner Sponsorships	8,500	9,000	9,000
Annual Dinner Tickets	0	0	0
Dues Assessments	<u>64,992</u>	<u>64,992</u>	<u>64,992</u>
Sub Total Income	73,492	73,992	73,992
Other Types of Income			
Bank Interest	10	10	10
LATA Admin Costs	0	17,809	16,278.75
LATA Grant (Less admin Costs)	0	473,051	356,322.67
SCAG- REAP 1.0 Contract	105,000	217,076 (Completed)	0
SCAG- REAP 2.0 Contract	0	419,000 (Withdrawn)	0
Total-Other Types of Income	<u>105,010</u>	<u>1,126,946</u>	<u>372,610.42</u>
Total Income	179,002	1,200,938	446,603.42
Expenses			
Contract Services			
Accounting Services	2,500	2,500	2,500
Audit	5,000	5,000	5,000
Executive Administration	45,000	45,000	45,000
Legal Fees	<u>300</u>	<u>300</u>	<u>300</u>
TOTAL Contract Services	52,800	52,800	52,800
Operations			
Printing and Copying	800	700	700
Supplies	500	500	500
Website & Programs	<u>1,200</u>	<u>1,200</u>	<u>1,400</u>
Total Operations	2,500	2,400	2,600
Other Types of Expenses			
Insurance-Liability, D and O	<u>3,702</u>	<u>3,702</u>	<u>3,900</u>
Total-Other Types of Expenses	<u>3,702</u>	<u>3,702</u>	<u>3,900</u>
TOTAL Operations Expenses	59,002	58,902	59,300
LATA Grant Expenses (Subject to Change based on grant activity to 6/30/24)			
Digital Resources (Program)			
- Ookla Speed Test & DEA	0	15,000	4,180.00
EDC Personnel Costs			
- Contracts Admin (2%)	0	5,000	4,200.57
- Executive (9%)	0	35,618	26,387.18
- Finance (9%)	0	<u>23,932</u>	<u>17,420.38</u>
Total EDC Personnel	0	64,550	48,008.75
EDC Subcontractors			
- BD Team Cont. Lead	0	60,000	50,512.50
- JPA Formation	0	142,000	142,000.00
- GIS Consultant	0	37,500	23,877.50
- Senior Broadband Conslt.	0	84,000	53,200.00
- Strategy Project Lead	0	<u>70,000</u>	<u>34,543.92</u>
Total EDC Subcontractors	0	393,500	304,133.92
Total LATA Project EDC Expense	0	473,050	356,321.67
LATA Admin Costs (VCOG)	0	<u>17,810</u>	<u>16,278.75</u>
Total LATA Grant Expenses	0	490,860	372,601.42

Budget Item	Fiscal Year 2023/2024 <u>Approved Budget</u>	Fiscal Year 2023/2024 <u>Amended Budget</u>	Fiscal Year 2023/2024 <u>Proposed Budget</u>
REAP 1.0 Project Costs			
Project 1 – TASK B	5,000	19,089	0
Project 4-New Task A	0	6,387	0
TASK A (to OCCOG)	0	71,600	0
Project 5			
TASK A	0	0	0
TASK B	0	0	0
TASK C	<u>100,000</u>	<u>120,000</u>	<u>0</u>
Total REAP 1.0 Costs	105,000	217,076	0
REAP 2.0 Project Costs			
Project 1 (Application Only)	0	0	0
Project 1	0	21,000	0
Project 2	0	300,000	0
Project 3	0	50,000	0
Project 4	0	<u>48,000</u>	<u>0</u>
Total REAP 2.0 Costs (Prelim.)	0	419,000	0
Travel and Meetings			
Annual Dinner	9,000	9,000	9,000
Conference and Meetings	2,500	2,500	2,500
Travel & Lodging	<u>3,500</u>	<u>3,600</u>	<u>3,202</u>
Total- Travel and Meetings	<u>15,000</u>	<u>15,100</u>	<u>14,702</u>
Total Expenditures	179,002	727,887	446,603.42

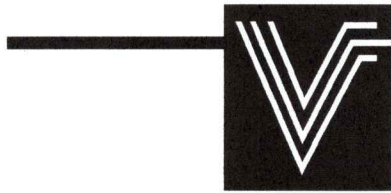
EXHIBIT B

VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2024/2025 DUES ASSESSMENT BY MEMBER

VCOG Member Agency	Population	Pop %**	3/4 Population Distribution**	1/4 Equal Distribution**	Total Assessment**
Camarillo	67,154	7.92%	\$3,861	\$1,477	\$5,338
Fillmore	15,441	1.82%	887	1,477	2,364
Moorpark	35,727	4.21%	2,052	1,477	3,529
Ojai	7,612	0.90%	439	1,477	1,916
Oxnard	206,148	24.31%	11,851	1,477	13,328
Port Hueneme	22,768	2.68%	1,307	1,477	2,784
San Buenaventura	109,338	12.89%	6,284	1,477	7,761
Santa Paula	30,556	3.60%	1,755	1,477	3,232
Simi Valley	126,483	14.91%	7,269	1,477	8,746
Thousand Oaks	129,349	15.25%	7,434	1,477	8,911
Ventura County - Unincorporated	97,497	11.50%	5,606	1,477	7,083
Total	848,073	100.00%	\$48,745	\$16,247	\$64,992

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

** May not total exactly due to rounding.



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 4d.

**PERFORMANCE EVALUATION
VCOG EXECUTIVE DIRECTOR
Evaluation Period - June 30 2022 to June 20, 2024**

SECTION 1: KEY PERFORMANCE OBJECTIVES
Key Objectives of the Executive Director are specified in the VCOG Independent Contractor Agreement for Executive Director Services as presented below:
<u>ADMINISTRATIVE SERVICES</u>
<ul style="list-style-type: none"> ▪ Agenda/minutes preparation (Board and Administrative Committee) ▪ Clerk of the Board functions (Meeting facilitation, Brown Act posting) commencing September 2013 ▪ Work to Update VCOG Program of Priorities and Legislative Program ▪ Maintenance of Board roster, stakeholder lists ▪ Oversee VCOG elections as required by SCAG ▪ SCAG Committee appointments/appointments to external boards (by VCOG) ▪ Oversee VCOG legal counsel activities ▪ Maintain VCOG identity materials (letterhead, envelopes, etc) ▪ VCOG Bylaws review ▪ VCOG General Meeting ▪ Maintain and update all VCOG guidance documents, JPAs, bylaws, etc.
<u>FINANCIAL SERVICES</u>
<ul style="list-style-type: none"> • Accounting of all VCOG Financials • Accounts payable processing • Check register beginning April 2016 • Audit support (VCOG responsible for audits starting with FY 2013-2014 audit) • Grant reporting/tracking support • Development and oversight of VCOG Budget • Procurement oversight • Contract oversight • Invoicing of VCOG dues

TECHNICAL SUPPORT
<ul style="list-style-type: none"> • Facilitate County Integrated Waste Management Plan Five Year Review
<ul style="list-style-type: none"> • Facilitate Housing and Homelessness 10 Year Plan discussion
<ul style="list-style-type: none"> • Participation in monthly SCAG Regional Council, Subregional Coordinators meetings, SCS Committee meetings as necessary
<ul style="list-style-type: none"> • Participation in monthly SCAG Plan and Programs TAC meetings, as necessary
<ul style="list-style-type: none"> • Identify potential funding opportunities for VCOG
<ul style="list-style-type: none"> • Technical support for RHNA or air quality issues (may be sub consultant effort)
<ul style="list-style-type: none"> • Participation in technical analysis of various documents/processes
OUTREACH SERVICES
<ul style="list-style-type: none"> • Website development and maintenance
<ul style="list-style-type: none"> • High level of coordination with Ventura County City Manager's Association
<ul style="list-style-type: none"> • Development of flyers, agendas, meeting notes, sign-in sheets, presentations
<ul style="list-style-type: none"> • VCOG or policy area fact sheets
<ul style="list-style-type: none"> • Stakeholder Working Group (meets as needed, database maintained)
<ul style="list-style-type: none"> • Work with various groups and coalitions as needed
<ul style="list-style-type: none"> • Oversee communication efforts for VCOG
<ul style="list-style-type: none"> • Media outreach as needed
<ul style="list-style-type: none"> • Public participation plans/programs as needed

NOTES:

SECTION 2: PERFORMANCE EVALUATION

Evaluate and comment on the performance of the Executive Director with respect to the following skill sets considering the position's Performance Objectives, the degree to which they have been achieved, and the Director's demonstrated strengths and weaknesses in each category. Include a numerical rating for each category:

- 1 – Unsatisfactory, Improvement Required**
- 2 – Some Improvement Needed**
- 3 – Satisfactory, Meets Basic Requirements**
- 4 - Above average**
- 5 - Outstanding**

LEADERSHIP SKILLS

Evaluate the degree to which the Executive Director:

- Participates in the creation and promotion of VCOG's mission, vision, and values;
- Initiates and follows through with change;
- Is visible, approachable, and earns respect;
- Demonstrates integrity, honesty, and fairness;
- Carries out decisions of the VCOG Board;
- Other factors as may be determined by the Board.

Comments:

RATING: Circle One: 1 2 3 4 5

STRATEGIC THINKING AND PLANNING

Evaluate the degree to which the Executive Director:

- Identifies strategic aims and anticipates future demands, opportunities, and constraints;
- Demonstrates knowledge and sensitivity of stakeholder needs;
- Translates strategic aims into practical and achievable plans;
- Makes decisions in a timely manner;
- Other factors as may be determined by the Board.

Comments:

RATING: Circle One: 1 2 3 4 5

DELIVERY OF RESULTS

Evaluate the degree to which the Executive Director:

- Defines results, taking into account the needs of the Board and stakeholders;
- Delivers results on time, on budget and in accordance with Board direction;
- Demonstrates strong project management skills;
- Makes clear and considered recommendations to the Board;
- Other factors as may be determined by the Board.

Comments:

RATING: Circle One: 1 2 3 4 5

COMMUNICATION

Evaluate the degree to which the Executive Director:

- Establishes effective working relationships with internal and external stakeholders, including but not limited to VCCM, SCAG, legislators, and the public;
- Communicates effectively with the Board, individually and as a body;
- Builds trust, morale and cooperation;
- Is timely, concise and persuasive in oral and written communications;
- Is a good listener and sensitive to the reaction of others;
- Demonstrates ability to deliver presentations and to deal effectively with the media;
- Other factors as may be determined by the Board.

Comments:

RATING: Circle One: 1 2 3 4 5

MANAGEMENT OF FINANCIAL AND OTHER RESOURCES

Evaluate the degree to which the Executive Director:

- Sets budget and manages resources effectively;
- Ensures administrative systems and processes are in place to monitor and control resources;
- Negotiates, commits and aligns resources to meet key priorities;
- Other factors as may be determined by the Board.

Comments:

RATING: Circle One: 1 2 3 4 5

EXPERTISE AND JUDGMENT

Evaluate the degree to which the Executive Director:

- Has in-depth knowledge and experience related to VCOG issues and priorities;
- Knows when and how to access sources of expertise outside the organization;
- Understands the environment within which VCOG functions, including parliamentary and political processes;
- Generates original ideas with practical applications;
- Defends logic of own position yet responds positively to reasoned alternatives;
- Other factors as may be determined by the Board including legislative advocacy.

Comments:

RATING: Circle One: 1 2 3 4 5

PERSONAL EFFECTIVENESS

Evaluate the degree to which the Executive Director:

- Pursues adopted strategies with energy and commitment;
- Adapts quickly and is flexible to new demands and changes;
- Offers objective advice to the Board/Administrative Committee;
- Manages own time to meet competing priorities;
- Is aware of personal strengths and weaknesses and their impact on others;
- Other factors as may be determined by the Board.

Comments:

RATING: Circle One: 1 2 3 4 5

***INDEPENDENT CONTRACTOR AGREEMENT
FOR EXECUTIVE DIRECTOR SERVICES***

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES (this “Agreement”) by and between the VENTURA COUNCIL OF GOVERNMENTS, a California joint powers authority (“VCOG”), and Hugh Riley Professional Management, LLC, a California Limited Liability Corporation (“Contractor”), is made and entered, and approved as of the 9th day of May, 2024 (the “Effective Date”). VCOG and Contractor are sometimes referred to herein singularly as a “Party” and collectively as the “Parties.”

RECITALS

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

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

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

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

AGREEMENT

1.0 POSITION AND DUTIES

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

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

1.3 Independent Contractor.

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

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

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

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

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

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

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

2.0 COMPENSATION

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

3.0 TERM

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

3.2. Term. Unless earlier terminated in accordance with Section 3.3 below, this Agreement shall be in effect until June 30, 2025. Any extension beyond such date shall be evidenced by a writing signed by the Parties.

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

4.0 VCOG REVIEW

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

5.0 INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

6.0 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

7.0 GENERAL PROVISIONS

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

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

To VCOG:

Chair of the Council
VCOG

To Contractor:

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

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

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

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

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

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

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

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

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

(b) The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under this Agreement if that Party refused or failed to participate in mediation in good faith pursuant to this Section 7.9.

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

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

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

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

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

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

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

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

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

7.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient on the next business day following the email or facsimile transmission.

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

“VCOG”

Ventura Council of Governments, a
California joint powers authority

By: Kevin Kildee, Chair of the Council

“CONTRACTOR”

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

By: Hugh Riley, Owner

EXHIBIT “A”
DESCRIPTION OF VCOG EXECUTIVE DIRECTOR FUNCTIONS AND DUTIES

Essential Duties:

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

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

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

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