

Thursday, May 9, 2024, 4:00 p.m.
J. Handel Conference Room- 2533 (Second Floor)
John Spoor Broome Library, CSUCI Campus
One University Drive, Camarillo, CA 93012

AGENDA

Persons who require accommodation for any audio, visual, language or othe disability to review an agenda, or to participate in a meeting of the Ventura Council of Governments per the Americans with Disabilities Act (ADA)) (28 CFR 35, 102-35. 104 Title II. and California Government Code Section 54954.2, may obtain assistance by requesting such accommodation by calling VCOG staff at 805-217-9448 or emailing ridgeriley@msn.com . Any such request for accommodation must be made at least 48 hours prior to the scheduled meeting for which assistance is requested. Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file with the Ventura Council of Governments Executive Director and are available for public inspection.

AGENDA REPORTS AND OTHER DISCLOSABLE PUBLIC RECORDS RELATED TO OPEN SESSION AGENDA ITEMS ARE ALSO AVAILABLE ON THE VCOG WEBSITE UNDER AGENDA AND MINUTES AT WWW.VENTURACOG.ORG.

1. CALL TO ORDER AND FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENT

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

4. EXECUTIVE DIRECTOR'S REPORT – The Report will be distributed at the meeting

5. 2024-2025 VCOG OPERATING BUDGET p. 3 - Proposed VCOG Fiscal Year 2024/2025 Budget. **Action:** Review and discuss the proposed VCOG Operating Budget for FY 2024-2025 and Adopt VCOG Resolution No. 2024-01 Approving the Budget and Member Assessments for FY 2024-2025.

6. AGENCY REPORTS – Oral Reports If Agency Representatives Attend

- A. Southern California Association of Governments
- B. Ventura County Transportation Commission
- C. League of California Cities
- D. County of Ventura -Legislative Analyst
- E. Broadband Team Update

MEMBERS

City of Camarillo
David Tennessen, Camarillo
Susan Santangelo, Alternate

City of Fillmore
Carrie Broggie
Albert Mendez, Alternate

City of Moorpark
Chris Enegren, Chair-Elect
Tom Means, Alternate

City of Ojai
Leslie Rule, Member
Betsy Stix, Alternate

City of Oxnard
Bert Perello, Member
Oscar Madrigal, Alternate

City of Port Hueneme
Steven Gama, Member
Laura Hernandez, Alternate

City of San Buenaventura
Mike Johnson, Chair
Bill McReynolds, Alternate

City of Santa Paula
Leslie Cornejo, Member
Jenny Crosswhite, Alternate

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

City of Thousand Oaks
Bob Engler, Member
David Newman, Alternate

County of Ventura
Janice Parvin, Member
Jeff Gorell, Alternate

7. **CONSENT CALENDAR**

- A. **Summary of March 14, 2024 Meeting p. 9** - Approve Meeting Summary for the March 14, 2024 VCOG Meeting. **Action:** Approve Meeting Summary as published.
- B. **Financial Report p. 14** - Approve Ventura Council of Governments Financial Report for the Budget Period from March 8, 2024 to May 3, 2024. **Action:** Approve Financial Report
- C. **Register of Warrants & Debit Card Transactions p. 18** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from March 8, 2024 to May 3, 2024 **Action:** Approve Register of Warrants and Debit Card Transactions.
- D. **Approval of Independent Contractor Agreement with Hugh Riley, Professional Management, LLC for Executive Director with Hugh Riley to June 30, 2025 p.21-**
Action: Approve the Independent Contractor Agreement for Executive Director/Administrative Services contingent upon completion of an at least satisfactory performance evaluation by the Administrative Committee no later than June 30, 2024.
- E. **Engagement Letter From Moss, Levy & Hartzheim, LLP for Professional Audit Services for 2022-2023 VCOG Audit and Financial Statements for a Fee Not to Exceed \$4,630. p. 33** - **Action:** Accept Engagement Letter from Moss, Levy & Hartzheim LLP for Professional Audit Services for 2022-2023 VCOG Audit and Financial Statements for a fee not to exceed \$4,630 and authorize Executive Director to sign associated Letter of Engagement.
- F. **Memorandum of Understanding (MOU) with SCAG RE: Recovery of REAP 2.0 Grant Funds Expenditure (\$7,000.50) p. 39** - **Action:** Authorize Chair and Executive Director to sign MOU on behalf of VCOG.

8. **PRESENTATION ITEMS**

- A. **Presentation by the Ventura County Health Care Agency- CARE Act - p. 49** - Receive Report from Health Care Agency Director Barry Zimmerman and Acting Behavioral Health Director Dr. Loretta Denering on the CARE Act.
- B. **Regional Defense Partnership (RDP) Update- Mike Johnson p. 57** - Receive Report from Mike Johnson, Chair, Ventura County Regional Defense Partnership on current Status and program Activities.

9. **BOARD MEMBER COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

Any Council Member present may propose items for placement on a future agenda. Members should limit their proposed topics to issues that conform to VCOG's adopted Program of Priorities. Members may discuss whether the item should be placed on a future agenda and the description of the agenda item.

10. **ADJOURNMENT: Next Meeting- July 11, 2024 at John Spoor Broome Library, CSUCI Campus**



ITEM 5.

MEMORANDUM

TO: VCOG Administrative Committee

FROM: Hugh Riley, Executive Director 

SUBJECT: Proposed VCOG Fiscal Year 2024/2025 Budget

DATE: May 9, 2024

Recommendation:

The Council should review and discuss the proposed VCOG Operating Budget for FY 2024-2025 and Adopt VCOG Resolution No. 2024-01 Approving the Budget and Member Assessments 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 9, 2024. 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 (\$4,400) with a 15% 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, \$2,000 for Conference and Meetings, and \$3,202 for authorized staff travel. Costs for staff attendance at both the CalCities Annual Conference in Long Beach in October 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: VCOG Resolution No. 2024-01- Proposed FY Budget 2024-2025

ATTACHMENT

VENTURA COUNCIL OF GOVERNMENTS RESOLUTION NO. 2024-01

A RESOLUTION OF THE GOVERNING BODY OF THE VENTURA COUNCIL OF GOVERNMENTS ADOPTING THE FY 2024-2025 BUDGET

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

SECTION 1: The Governing Body finds that a budget for Fiscal Year (FY) 2024-2025 must be adopted to fund VCOG Operations for the coming year.

SECTION 2: The Governing Body agrees to adopt the proposed budget for Fiscal Year 2023-2024 as detailed in Exhibit A.

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

SECTION 4: All fund balances as of June 30, 2024 shall be carried forward to the FY 2024-2025 Operating Budget.

SECTION 4: The Governing Body agrees to adopt Member Dues Assessments for FY 2023-2024 as detailed in Exhibit B.

PASSED AND ADOPTED this 9th day of May, 2024.

Mike Johnson, Chair

Exhibit A

VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2024/2025 PROPOSED BUDGET

<u>Budget Item</u>	Fiscal Year 2023/2024 <u>Approved Budget</u>	Fiscal Year 2023/2024 <u>Amended Budget</u>	Fiscal Year 2024/2025 <u>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	<u>419,000</u> (Withdrawn)	
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>	4,400
Total-Other Types of Expenses	<u>3,702</u>	<u>3,702</u>	<u>3,900</u>
TOTAL Operations Expenses	59,002	58,902	59,800
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	2,000
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>14,202</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.



ITEM 7A.

MEETING SUMMARY

601 Carmen Dr.
Camarillo, CA 93012
March 14, 2024

1. **CALL TO ORDER & FLAG SALUTE** – The meeting was called to Order at 4:05 PM by Chair Litster. The Flag Salute was led by Bill Simpson.

2. **ROLL CALL:**

Present:

Mike Johnson, Chair, City of San Buenaventura
Elaine Litster, IP Chair, City of Simi Valley
Janice Parvin, County of Ventura,
Bert Perello, City of Oxnard
Carrie Broggie, City of Fillmore
Davin Newman, Alternate, City of Thousand Oaks
Leslie Rule, City of Ojai
Steven Gama, City of Port Hueneme
David Tennessen, City of Camarillo
Leslie Cronejo, City of Santa Paula

Absent: Chris Enegren, Chair-Elect, City of Moorpark

Staff Present:

Hugh Riley, Executive Director, VCOG

Partner Agency Representatives and Agency Support Staff:

Michelle Guzman, County of Ventura, Legislative Analyst
Rachel Wagner, Senior Government Affairs Officer, SCAG
Vivian Vázquez, Workforce and Economic Strategies Senior Associate, EDC-VC
Molika Oum, Pacific Coast Broadband Consortium Coordinator

Guests:

Gina Johnson, Chief Probation Officer, Ventura County Probation Agency
Carrie Vredenburg, Chief Deputy, Ventura County Probation Agency
Robert Barna, Supervising DPO, Ventura County Probation Agency
Heidiann Cobos, Supervising Deputy Probation Officer
David Fleisch, PE., Assistant Director, Ventura County Public Works Agency
Celine Zacarcais, Executive Director, Community & Government Relations, CSUCI

3. **Public Comment:** There were no comments from the public submitted.

4. **SEATING OF VCOG CHAIR FOR 2024 and Appointment of Ad Hoc Committee Members to the VCOG Administrative Committee-**

Chair Johnson assumed the office of VCOG Chair and presided. Chair Johnson nominated member Tennessen, City of Thousand Oaks, and Member Broggie, City of Fillmore, as Ad Hoc Members of the VCOG Admin Committee to serve until March, 2025.

A MOTION was made by Johnson and SECONDED by Supervisor Parvin to confirm these appointments. Roll Call Vote was recorded- Ayes 10; Nays 0. The Motion Carried.

5. Executive Directors Report- Executive Director Riley presented his Report which had been distributed to members:

Legislative Update – The California Legislature went back in session on January 3, 2024. Counting those carried over from 2023, they will be considering over 5,000 bills.

Overall, the Governor's proposed \$291.5 billion budget: does not include redirection of city funds to address state budget shortfalls; claims a \$38 billion budget deficit; and draws upon \$13.1 billion in reserves. On the other hand, the nonpartisan Legislative Analyst's Office forecasts a \$73 billion deficit for FY 2024-25. Slower economic growth, large revenue forecast misses in previous years, an under-performing economy, and pandemic-related, federally authorized delays in income tax filings are said to be the key reasons for the deficit. More details on key bills and their impact on local governments will be forthcoming as the session moved forward.

REAP Programs

REAP 1.0 - The Completion Deadline for REAP 1.0 has been extended to May 31, 2024. The final tasks were summarized.

REAP 2.0 - SCAG and VCOG staff had been in the final stages of preparing the VCOG-SCAG REAP 2.0 MOU and when, on January 26, 2024 VCOG received Notice from SCAG advising that further activity and expenditures on REAP 2.0 are to be suspended effective January 29, 2024, due to probable budget cuts by Governor Newsom. This was expected in view of the huge budget deficit facing the State. None the less it's a setback and threatens to be a waste of a significant amount of staff work over the past six month since the award of the \$425,127 REAP 2.0 Grant. Fortunately, we will be able to recover our expenses incurred through January 29, 2024, amounting to \$7,000.50. This amount due has been reported to SCAG.

Broadband for All- LATA Grant – Update

[Vivian Vázquez](#) provided a summary of the VCOG plan to form a Joint Powers Authority (JPA). The JPA Formation project is designed to support the Broadband Strategy's effectiveness and ensure implementation has completed its first milestone. Ventura County public partners, through the established network of the Ventura Council of Governments (VCOG), have a chance to consider forming a Broadband Joint Powers Authority (JPA) to address broadband-related initiatives and projects.

To ensure equitable access to the benefits of the digital economy across all communities in Ventura County, VCOG may consider the establishment of a Broadband Joint Powers Authority at the regional level. This organization would facilitate the coordinated use of public fiber assets, maintain redundant interconnections between communities, and foster collaborative technological planning across municipal boundaries. By adopting such an approach, communities can better address the challenges of the digital divide and enhance overall resilience in the face of future crises in joining efforts to establish a regional entity that serves the interests of and addresses the interconnected priorities of each jurisdiction.

Considerations for a Broadband JPA for Ventura County were attached to the report. They summarize the imperative for organizing across the region and provide several case examples of successful broadband JPAs as well as recommendations for next steps. The EDC Consulting team will move forward scheduling time to discuss Broadband JPA models and gauge VCOG Member responses and priorities to deepen the analysis of a potential Broadband JPA model for Ventura County.

SCAG Regional Council Election- District 46 - Cancelled – Riley reported that SCAG Issued a Call for Candidates for the District 46, Regional Council Seat with a response deadline of February 23, 2024. District 46 includes the Cities of Moorpark, Simi Valley and Thousand Oaks. Rocky Rhodes, Simi Valley City Council, was the only declared eligible candidate. Per SCAG bylaws and the SCAG Regional Council Policy Manual, since there was only one eligible candidate, therefore Council Member Rhodes was re-elected as the SCAG Regional Council District 46 Representative..

SCAG Update for March 2024 - The SCAG Update for March 2024 from Rachel Wagner was attached.

SCAG Annual Conference and General Assembly – Staff will be requesting the VCOG Admin Committee to 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. Conference registration will be paid by SCAG.

VCOG Administrative Committee-The Committee will meet on March 21, 2024, via ZOOM Conference Call. The Committee will plan for the May 9, 2024 VCOG Meeting Agenda. The committee will also be previewing the proposed VCOG Operating Budget for 2024-2025, conducting a performance review of the Executive Director and review the renewal of his proposed Independent Contractor Agreement.

6. AGENCY REPORTS

Rachel Wagner, Senior Government Affairs Officer, SCAG – made reference to the March Update and Annual SCAG Report that was attached to Riley's report. She also announced the Annual SCAG Summit and General Assembly scheduled for May 1-3, 2024 in Desert Hot Springs. She added that council and appointed officials were free to attend the conference and that voting delegates had not been appointed from the Cities of Ojai and Camarillo..

Michelle Guzman, County of Ventura, Legislative Analyst - Michelle reported the following:
In line with our associations, we continue to work through the 2,000+ bills that were introduced ahead of the bill deadline to assess their impact to the County. A few high-level issues of relevance to VCOG:

- The County has sent several letters regarding proposed cuts from the Governor's budget that would impact core county services across health programs, human services programs and public safety.
 - We're tracking themes in this year's legislation and are vetting bills of note in the areas of fentanyl, organized retail theft, AI and revisions to the Advanced Clean Fleet regulations
- Senate Budget Sub Committee met earlier today and many groups expressed deep concern regarding the claw back of REAP funding. The County will be adding a letter of concern about the implications to our specific project but would like to do anything we can to support VCOG and SCAG in their advocacy.

7. **CONSENT CALENDAR**

Several members asked to abstain from certain consent Items and Chair Johnson directed that each item be considered by a separate motion.

- A. **Summary of January 11, 2024 Meeting** Approve Meeting Summary for the January 11, 2024 VCOG Meeting. **Action:** Approve Meeting Summary as published.
MOTION to approve by Parvin and SECOND by Tennessen. Roll Call Vote: Ayes- 8; Nays- 0; Abstain- 1 (Perello) The Motion Carried.
- B. **Financial Report** Approve Ventura Council of Governments Financial Report for the Budget Period from January 5, 2024 to March 8, 2024. **Action:** Approve Financial Report
MOTION to approve by Tennessen and SECOND by Newman. Roll Call Vote: Ayes- 9; Nays- 0. The Motion Carried.
- C. **Register of Warrants & Debit Card Transactions** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from November 9, 2023 to January 5, 2024 **Action:** Approve Register of Warrants and Debit Card Transactions.
MOTION to approve by Litster and SECOND by Cornejo. Roll Call Vote: Ayes- 9; Nays- 0. The Motion Carried.
- D. **Request for Support Letters for The City of Camarillo** The City of Camarillo will be applying for FY 25 Congressionally Directed Spending for the Advanced Metering Infrastructure Project and the Pleasant Valley Bike Lanes. They are requesting support letters from VCOG. MOTION to approve by Tennessen and SECOND by Rule. Roll Call Vote: Ayes- 8; Nays- 0; Abstain- 1 (Perello) The Motion Carried.

8. **PRESENTATION ITEMS**

A. **Presentation by the Ventura County Probation Agency-** Gina Johnson, Chief Probation Officer of the Ventura County Probation Agency made a presentation on the role of Probation, Adult, Juvenile and Court Services and Major State Reforms Implemented by Probation. She explained that the Agency's mandates include:

- Oversight of detention facility for young people
- Provide reports for the court regarding sentencing, violations, reviews, etc.
- Supervise probationers based on risk to recidivate and/or risk to public safety.

She emphasized that Deputy Probation Officers and Corrections Services Officers are peace officers pursuant to Penal Code Section 830.5.

The Agency's Multifaceted Safety Model (Mission) involves

- Holding clients accountable through community supervision.
- Preventing crime by changing criminal thinking.
- Objectively assessing the law and facts for individuals coming before the Court.
- Restoring victims and preventing future victimization.
- Rehabilitating our clients with evidence-based strategies that change their behavior.

Chief Johnson and her staff responded to numerous questions from Council Members concerning separation of inmates by age, interagency cooperation with the County Sheriff, Behavioral Health Agency and other resources and the location and function of various facilities within the county.

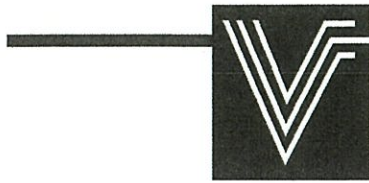
B. Presentation by the Ventura County Watershed Protection District - David Fleisch, PE., Assistant Director, Ventura County Public Works Agency presented a report describing the Ventura County Public Works Agency organization and the roles of each division including Roads & Transportation, Water & Sanitation, Watershed Protection, Central Services, and Engineering Services. He explained the Watershed Protection District's history, organization, budget, and various agency-owned facilities. He presented a pictorial overview of the various district watersheds and zones and discussed the integration of the management and maintenance of the facilities in each zone. Mr. Fleisch continued to discuss the districts permitting program and flood warning system and then responded to questions.

8. BOARD MEMBER COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS-

Member Perello advised that at a recent meeting for Calleguas water customers (2/22/2024), two employees of Metropolitan Water Authority stated that they have learned that in the future, if there is a drought like there was in 2021/22, they could move water around (without infrastructure improvements) and prevent cutbacks in deliveries. At lunch, an Oxnard staff member confirmed this meant also that the water deliveries cutbacks during this last drought were unnecessary. This statement was verified after the meeting as the Calleguas General Manager told an Oxnard representative the same. Perello stated cities who are supplied by Calleguas should double check with their City Staff who were in attendance at the meeting as it was not tape recorded.

10. ADJOURNMENT: The meeting was adjourned by Chair Johnson at 6:35 PM.

Next Meeting- May 9, 2024 at the John Spoor Broome Library, CSUCI Campus



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 7B.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director

SUBJECT: Financial Report

DATE: May 9, 2024

Recommendation:

Receive and file Financial Report for Period March 8, 2024 to May 3, 2024

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period to May 3, 2024.

Investments:

The objectives of VCOG's adopted Investment Policy are safety, liquidity, and yield, with the foremost objective being safety. Prudence, ethics, and delegation of authority are the Policy's applied standards of care. Below is a summary of VCOG's investments that comply with the VCOG Investment Policy:

Institution	Investment Type	Maturity Date	Interest-FY to Date-12/31/22	Rate	Balance
Bank of A	Maximizer 2635	N/A	\$ 20.93	0.03%*	\$62,718.23

* Variable

VCOG has received payment from SCAG for Invoice No. 33 for \$1,173.00 which was combined for November and December 2023 and was submitted on January 11, 2024 and paid on February 5, 2024. Invoice No. 34 for \$1,646.31 for January 2024 was submitted on February 6, 2024 and paid on February 29, 2024. Invoice No. 35 for \$975.50 for February 2024 submitted on March 28, 2024 and Invoice No. 36 for March for \$375.00 submitted on April 15, 2024 are pending.

ATTACHMENTS: Balance Sheet – As of May 3, 2024
Budget vs. Actual Report - January 5, 2024 to May 3, 2024

Ventura Council of Governments

Balance Sheet

As of May 3, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5797	0.00
BofA - 9045	-52,911.24
BofA MM - 2635	62,716.17
Total Bank Accounts	\$9,804.93
Accounts Receivable	
Accounts Receivable (A/R)	237,868.90
Total Accounts Receivable	\$237,868.90
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$247,673.83
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$247,673.83
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Payroll Liabilities	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$0.00
Long-Term Liabilities	
Unearned Income	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Opening Balance Equity	111,291.04
Year End Close Out Account	4,886.18
Net Income	131,496.61
Total Equity	\$247,673.83
TOTAL LIABILITIES AND EQUITY	\$247,673.83

Ventura Council of Governments

Budget vs. Actuals: FY 2023-2024 Budget (7/1/23 to 6/30/24) - FY24 P&L

July 2023 - June 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Annual Dinner Sponsorship	9,000.00	9,000.00	0.00	100.00 %
Dues Assessments	64,992.00	64,992.00	0.00	100.00 %
Investments				
Interest-Savings, Short-term CD	18.87		18.87	
Total Investments	18.87		18.87	
Other Types of Income				
Bank Interest		10.00	-10.00	
LATA Grant Income	236,518.40	490,860.00	-254,341.60	48.18 %
Total Other Types of Income	236,518.40	490,870.00	-254,351.60	48.18 %
SCAG - REAP 1.0 Contract Income	92,075.86	217,076.00	-125,000.14	42.42 %
SCAG - REAP 2.0 Contract Income		419,000.00	-419,000.00	
Total Income	\$402,605.13	\$1,200,938.00	\$ -798,332.87	33.52 %
GROSS PROFIT	\$402,605.13	\$1,200,938.00	\$ -798,332.87	33.52 %
Expenses				
Contract Services				
Accounting Fees	779.14	2,500.00	-1,720.86	31.17 %
Audit		5,000.00	-5,000.00	
Executive Administration	24,249.50	45,000.00	-20,750.50	53.89 %
Legal Fees		300.00	-300.00	
Other Business Expenses	322.95		322.95	
Total Contract Services	25,351.59	52,800.00	-27,448.41	48.01 %
Executive Administration	7,125.00		7,125.00	
Operations				
Printing and Copying	475.07	700.00	-224.93	67.87 %
Supplies		500.00	-500.00	
Website	970.00	1,200.00	-230.00	80.83 %
Total Operations	1,445.07	2,400.00	-954.93	60.21 %
Other Types of Expenses				
Insurance - Liability, D and O	3,417.14	3,702.00	-284.86	92.31 %
LATA Grant Expenses				
Digital Resources (Program)	1,320.00		1,320.00	
Ookla Speed Test Platform	9,500.00	15,000.00	-5,500.00	63.33 %
Total Digital Resources (Program)	10,820.00	15,000.00	-4,180.00	72.13 %
EDC Personnel Costs				
Contracts Admin (2%)	799.43	5,000.00	-4,200.57	15.99 %
Executive (9%)	9,230.82	35,618.00	-26,387.18	25.92 %
Finance (9%)	6,511.62	23,932.00	-17,420.38	27.21 %
Total EDC Personnel Costs	16,541.87	64,550.00	-48,008.13	25.63 %
EDC Subcontractors				
Broadband Team Cons. Lead	9,487.50	60,000.00	-50,512.50	15.81 %
GIS Consultant	13,622.50	37,500.00	-23,877.50	36.33 %

Ventura Council of Governments

Budget vs. Actuals: FY 2023-2024 Budget (7/1/23 to 6/30/24) - FY24 P&L

July 2023 - June 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
JPA Formation		142,000.00	-142,000.00	
Senior Broadband Consultant	30,800.00	84,000.00	-53,200.00	36.67 %
Strategy Project Lead	35,456.08	70,000.00	-34,543.92	50.65 %
Total EDC Subcontractors	89,366.08	393,500.00	-304,133.92	22.71 %
VCOG LATA Admin Costs	2,093.75	17,810.00	-15,716.25	11.76 %
Total LATA Grant Expenses	118,821.70	490,860.00	-372,038.30	24.21 %
Total Other Types of Expenses	122,238.84	494,562.00	-372,323.16	24.72 %
REAP 1.0 Project Costs				
Project - 1 - TASK A	2,321.50		2,321.50	
Project 1 - TASK B	2,468.75	19,089.00	-16,620.25	12.93 %
Project 4 - NEW TASK A	3,115.50	6,387.00	-3,271.50	48.78 %
Project 4 - TASK A (to OCCOG)	71,125.00	71,600.00	-475.00	99.34 %
Project 5 - TASK A	85.50		85.50	
Project 5 - TASK C	25,519.93	120,000.00	-94,480.07	21.27 %
Total REAP 1.0 Project Costs	104,636.18	217,076.00	-112,439.82	48.20 %
REAP 2.0 Costs				
Project 1	171.00	21,000.00	-20,829.00	0.81 %
Project 2		300,000.00	-300,000.00	
Project 3		50,000.00	-50,000.00	
Project 4		48,000.00	-48,000.00	
REAP 2.0 Costs	1,938.00		1,938.00	
Total REAP 2.0 Costs	2,109.00	419,000.00	-416,891.00	0.50 %
Travel and Meetings	-468.00		-468.00	
Annual Dinner	6,313.96	9,000.00	-2,686.04	70.16 %
Conference and Meetings	1,918.92	2,500.00	-581.08	76.76 %
Travel	437.96	3,600.00	-3,162.04	12.17 %
Total Travel and Meetings	8,202.84	15,100.00	-6,897.16	54.32 %
Total Expenses	\$271,108.52	\$1,200,938.00	\$ -929,829.48	22.57 %
NET OPERATING INCOME	\$131,496.61	\$0.00	\$131,496.61	0.00%
NET INCOME	\$131,496.61	\$0.00	\$131,496.61	0.00%



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 7C.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Register of Warrants and Debt Card Transactions

DATE: May 9, 2024

Recommendation:

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from to March 8, 2024 to May 3, 2024.

Discussion:

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period to March 8, 2024 to May 3, 2024. It is prepared in addition to the Financial Report so that the Council may be fully informed as to the actual expenditure of funds for services and other costs to the organization.

ATTACHMENTS: Warrant and Debit Card Registers

Register of Warrants
Ventura Council of Governments
May 9, 2024
Transactions from to March 8, 2024 to May 3, 2024

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
684	04/04/24	VC Digital	03/31/23	Printing & Copying – March. 2024	\$ 41.55
685	04/05/24	Hugh Riley, Pro. Management, LLC	04/05/23	Contract Management Services	\$ 4,218.25
686	04/05/24	Hugh Riley, Pro. Management, LLC	04/05/24	REAP Project Management	\$ 375.00
687	04/05/24	Hugh Riley, Pro. Management, LLC	04/05/24	LATA Project Management	\$ 1,250.00
688	04/17/24	V.C. Transportation Commission	04/16/24	REAP Project 5- Invoice #12	\$ 1,884.28
689	04/30/24	Iteris, Inc.	04/18/24	REAP Project No. 5 – Tasks D&E	\$ 20,446.29

Register of Debit Card Transactions
Ventura Council of Governments
May 9, 202424
 Transactions from March 8, 2024 to May 3, 2024

<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
2950	05/03/24	JW Marriott	May 3, 2024	Lodging-2 Nights- SCAG Annual Conference & Gen. Assembly	\$ 492.50




VENTURA COUNCIL
OF GOVERNMENTS

ITEM 7D.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

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

DATE: May 9, 2024

Recommendation:

It is recommended that the Council review and approve the Independent Contractor Agreement for Executive Director/Administrative Services contingent upon completion of an at least satisfactory performance evaluation by the Administrative Committee no later than June 30, 2024.

Discussion:

The current Agreement for Independent Contractor Services with Hugh Riley, Professional Management, LLC will expire on June 30, 2024. The Administrative Committee is conducting a Performance Review of the Executive Director to be completed on or before June 30, 2024.

Mr. Riley is offering a new, one-year agreement with compensation continuing at an hourly rate of \$125 per hour, the currently approved compensation rate, and a total amount not to exceed \$45,000 in a fiscal year without prior authorize from the Administrative Committee. The expenditure cap does not include compensation from the REAP and LATA Programs. Mr. Riley has advised his intention to retire at the conclusion of this proposed Agreement on June 30, 2025. He has offered to assist with recruiting a qualified replacement over the next 12 months.

As an independent contractor, Mr. Riley receives no benefits and will be responsible for any taxes as required by law. The contract term is recommended to commence upon Council approval and completion of the performance review, and continue through June 30, 2024.

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

Attachment: Independent Contractor Agreement

ITEM 7D.

***DEPENDENT 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: Mike Johnson, 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
<u>TECHNICAL SUPPORT</u>
<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)
<u>OUTREACH SERVICES</u>
<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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2024

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

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

PRODUCER Independent Executive Insurance Brokers 144 Los Angeles Ave., #106-363 Moorpark CA 93021		CONTACT NAME: Robert Sichmeller PHONE (A/C, No, Ext): (805) 624-4815 E-MAIL ADDRESS: robert@ieibrokers.com FAX (A/C, No): (805) 579-6103																						
INSURED Hugh Riley Professional Management 33 High Street Moorpark CA 93021		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>TRAVELERS PROPERTY CASUALTY COMPANY (</td><td>13579</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	TRAVELERS PROPERTY CASUALTY COMPANY (13579	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-6R954856-24-42	02/05/2024	02/05/2025	EACH OCCURRENCE \$ 1,000,000	
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
			MED EXP (Any one person) \$ 5,000					
			PERSONAL & ADV INJURY \$ 1,000,000					
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A					
								COMBINED SINGLE LIMIT (Ea accident) \$
								BODILY INJURY (Per person) \$
								BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
								EACH OCCURRENCE \$
								AGGREGATE \$
								PER STATUTE OTH-ER
								E.L. EACH ACCIDENT \$
								E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**Ventura Council of Governments
P.O. Box 157

Moorpark

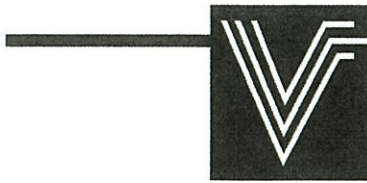
CA 93020

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

AUTHORIZED REPRESENTATIVE

Robert C. Sichmeller

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**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 7E.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Engagement Letter From Moss, Levy & Hartzheim, LLP for Professional Audit Services for 2022-2023 VCOG Audit and Financial Statements for a Fee Not to Exceed \$4,630.

DATE: May 9, 2024

Recommendation:

Accept Engagement Letter from Moss, Levy & Hartzheim LLP for Professional Audit Services for 2022-2023 VCOG Audit and Financial Statements for a fee not to exceed \$4,630 and authorize Executive Director to sign associated Letter of Engagement.

Discussion:

On January 12, 2023, Council approved the Proposal from Moss, Levy & Hartzheim, LLP for audit services for the Ventura Council of Governments. With reliance on that proposal, VCOG Staff is recommending Council approval of a Letter of Engagement from Moss, Levy & Hartzheim, LLP to prepare the 2022-2023 VCOG Audit and Financial Statements.

ATTACHMENT: Letter of Engagement from Moss, Levy & Hartzheim, LLP



Moss, Levy & Hartzheim LLP

Certified Public Accountants

April 16, 2024

Board of Directors
Ventura Council of Governments
P.O. Box 157
Moorpark, CA 93020

We are pleased to confirm our understanding of the services we are to provide Ventura Council of Governments for the fiscal year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the general fund, and the disclosures, which collectively comprise the basic financial statements of the Ventura Council of Governments as of and for the fiscal year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Ventura Council of Governments' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Ventura Council of Governments' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Ventura Council of Governments and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Ventura Council of Governments' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Ventura Council of Governments in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and

such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the

prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Ventura Council of Governments; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Moss, Levy & Hartzheim LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moss, Levy & Hartzheim LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Adam V. Guise is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately April 16, 2024, and to issue our reports no later than May 31, 2024.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$4,630. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Ventura Council of Governments' financial statements. Our report will be addressed to management of Ventura Council of Governments. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Ventura Council of Governments is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Ventura Council of Governments and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Moss, Levy & Hartzheim LLP

Moss, Levy & Hartzheim LLP

RESPONSE:

This letter correctly sets forth the understanding of Ventura Council of Governments.

Management signature: _____

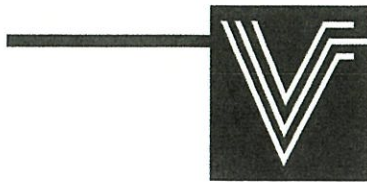
Title: _____

Date: _____

Governance signature: _____

Title: _____


Date: _____



ITEM 7F.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Memorandum of Understanding (MOU) with SCAG RE:
Recovery of REAP 2.0 Grant Funds Expenditure (\$7,371.00)

DATE: May 9, 2024

Recommendation: Authorize Chair and Executive Director to sign MOU on behalf of VCOG

Discussion:

On January 26, 2024 VCOG received Notice from SCAG advising that further activity and expenditures on REAP 2.0 Projects were to be suspended effective January 29, 2024, due to probable budget cuts by Governor Newsom. This was expected in view of the huge budget deficit facing the State.

SCAG has prepared a Memorandum of Understanding (MOU) with VCOG to complete the recovery of REAP 2.0 expenses incurred through January 29, 2024, amounting to \$7,371.00. This amount due was reported to SCAG in March. The MOU includes the reporting requirements for the claimed expenses, their association with the approved, REAP 2.0 Project Scope of Work, and the timing and source of the reimbursement.

ATTACHMENTS: SCAG MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND VENTURA COUNCIL OF GOVERNMENTS
FOR REIMBURSEMENT OF INITIAL COSTS
FOR REAP 2.0 SUBREGIONAL PARTNERSHIP PROGRAM

(SCAG Project/OWP No. **305.4927.04**)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **Ventura Council of Governments (VCOG)** (“Sub-Recipient”), for reimbursement of initial costs for REAP 2.0 Subregional Partnership Program (“SRP 2.0 Program”). SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and guidelines for Metropolitan Planning Organizations (“MPO”) applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG, the federally designated MPO for Southern California, was initially awarded a total of \$246,024,084 under REAP 2.0;

WHEREAS, SCAG adopted Program Guidelines ("Program Guidelines") for the SRP 2.0 Program which authorized up to \$23,084,007 to provide funds to subregional councils of governments (“COGs”) for eligible activities supporting member cities and counties implementing Housing Element work plans;

WHEREAS, Sub-Recipient, a COG eligible for funds under the SRP 2.0 Program, developed and submitted proposed projects for the SRP 2.0 Program which are under review by SCAG, for consistency with the REAP 2.0 Guidelines and Program Guidelines;

WHEREAS, the Program Guidelines allowed SCAG to reimburse the COGs for allowable costs “that are specifically associated with program development, such as preparation of the program application, outreach to the subregional partners’ jurisdictions, development of guidelines and other related documents, and development of scopes of work and contracts” incurred after SCAG’s approval of the Program Guidelines but before the effective date of an MOU (collectively “Allowable Costs”);

WHEREAS, on January 10, 2024, California Governor Gavin Newsom introduced a draft budget that proposed reductions in the total amount of funds for the REAP 2.0 program and thereby reductions in the amount of funds HCD would award SCAG under REAP 2.0;

WHEREAS, the Parties have not entered into an MOU for the SRP 2.0 Program;

WHEREAS, on January 25, 2024, SCAG issued a “Notice to Stop Incurring Expenses Due to Potential REAP 2.0 Funding Cuts” to all COGs including Sub-Recipient and requested that they submit an accounting of their allowable costs to date;

WHEREAS, Sub-Recipient, in reliance of the Program Guidelines, incurred Allowable Costs and will submit an invoice containing their initial Allowable Costs;

WHEREAS, the Parties desire to memorialize their mutual agreement and understanding in an MOU wherein SCAG will reimbursement Sub-Recipient for their initial Allowable Costs;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall be effective on the date of the final signature and shall expire 30 days after payment is tendered. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD’s termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to proportionally reduce funding to Sub-Recipient or terminate this MOU.

3. Responsibilities

- a. No later than July 21, 2024, Sub-Recipient shall submit an invoice for Allowable Costs incurred prior to the issuance of the Notice to Stop Incurring Expenses Due to Potential REAP 2.0 Funding Cuts to SCAG using the “Invoice Report” attached as Exhibit A. The Invoice Report shall include, in narrative form, a progress report section with a description of services performed by Sub-Recipient and Consultant(s) as well as progress toward completion of tasks related to the awarded projects and progress achieved toward the REAP 2.0 Goals and Objectives.
- b. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices and supporting documentation, shall be submitted under the penalty of perjury.
- c. Sub-Recipient shall be accountable to SCAG and HCD to ensure performance of the SRP 2.0 Program and/or any subsequent version of any Subregional grant(s) funded by REAP 2.0 in compliance with the REAP 2.0 Goals and Objectives, as defined in the REAP 2.0 Guidelines, found at <https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/reap/mpo-reap-2-0-final-guidelines.pdf>, which are fully incorporated into this MOU as if set forth herein.
- d. Sub-Recipient shall demonstrate that the costs in the invoice:

- i. Are Allowable Costs eligible for reimbursement under the Program Guidelines, found at https://scag.ca.gov/sites/main/files/file-attachments/srp_2.0_guidelines_revised_3.28.237.pdf, which are fully incorporated into this MOU as if set forth herein, and REAP 2.0 Guidelines.
- ii. Demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, and must carry out all activities to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of the MOU, and repayment of the funds.
- iii. Are substantiated by evidence by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included.
- e. SCAG shall review the invoice for compliance with Allowable Costs, the Program Guidelines and REAP 2.0 Guidelines. If SCAG determines that the invoice is compliant, SCAG shall approve the invoice and issue payment to the Sub-Recipient.
- f. Any costs for which Sub-Recipient receives reimbursement by SCAG shall be part of, included in, and subtracted from the total amount of funds awarded from SCAG to the Sub-Recipient for the SRP 2.0 Program and/or any subsequent version of any Subregional grant(s) funded by REAP 2.0.
- g. This MOU shall have no binding effect or legal enforceability, including but not limited to theories premised upon reasonable reliance, promissory estoppel, quantum meruit, unjust enrichment, or otherwise, against SCAG in favor of Sub-Recipient for any future programs, projects, awards, grants, funding, or MOUs regardless of whether or not for the SRP 2.0 Program and/or any subsequent version of any Subregional grant(s) funded by REAP 2.0.
- h. Sub-Recipient expressly releases and waives any and all remedies, rights and claims against SCAG related to the invoices, Allowable Costs, and/or this MOU.

4. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

5. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits, or actions that arise from SCAG's willful misconduct.

6. Records Retention and Audits

- a. Sub-Recipient and its Consultant(s) shall maintain and make available all source documents, books and records connected with this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after the conclusion or resolution of the matter or December 31, 2026, whichever is later.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, shall be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties, or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

7. Compliance with Laws, Rules, and Regulations

Sub-Recipient agrees to comply with all federal, state, and local laws, rules, and regulations applicable to this MOU.

8. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

9. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld, or conditioned in the

consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

10. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

11. Survival

The following sections survive expiration or termination of this MOU:

- Section 3 (Sub-Recipient's Responsibilities)
- Section 5 (Indemnification)
- Section 6 (Compliance with Laws, Rules, and Regulations)
- Section 9 (Severability)
- Section 10 (Jurisdiction and Venue)
- Section 11 (Waiver)

12. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

13. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

14. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

15. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or

an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

16. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Program, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Program and to provide such additional information as may be required by SCAG.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By: _____
Cindy Giraldo
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Jeffery Elder
Chief Counsel
Date _____

VENTURA COUNCIL OF GOVERNMENTS (VCOG) ("Sub-Recipient")

By: _____
Mike Johnson
Chair
Date _____

APPROVED AS TO FORM:

By: _____
Hugh Riley
Executive Director
Date _____

INVOICE REPORT - EXHIBIT C **Cost Reimbursement Summary**

TO: Cindy Giraldo, Chief Financial Officer
 900 Wilshire Blvd Ste 1700
 Los Angeles CA 90027
 Southern California Association of Governments
AccountsPayable@scag.ca.gov

Date: _____
 Invoice #: _____
 Billing Period: _____
 MOU #: _____
 OWP #: _____
 MOU Term Date: _____
 Project Title: _____

Agency Name: _____
 Agency Project Manager Name: _____
 Project Manager Email Address: _____

SCAG Project Manager Name: _____

Full Project Budget Amount \$ -
 Remaining Budget \$ -
 Percentage of Project Budget Spent #DIV/0!
 Overall Percentage of Work Completion 0.00%

Cost Categories	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance
Task #1 - 5% Admin - Input Task Name	\$ -	\$ -	\$ -	\$ -	\$ -
Task #2 - Staff Costs - Input Task Name	\$ -	\$ -	\$ -	\$ -	\$ -
Task #3 - Input Task Name	\$ -	\$ -	\$ -	\$ -	\$ -
Task #4 - Input Task Name	\$ -	\$ -	\$ -	\$ -	\$ -
Task #5 - Input Task Name	\$ -	\$ -	\$ -	\$ -	\$ -
Task #6 - Input Task Name	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Please send check to:

Agency Name _____
 Address _____
 City/State/ZIP _____

By signing this report under penalty of perjury, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. I will retain all supporting documentation as required and make it available upon request. I will refund any audit disallowances to SCAG.

Signature of an Authorized Official

Title

Full Name of an Official who is Authorized to Legally Bind the Organization

Date

Other Direct Costs (ODC) Summary

0

Agency Name: 0
 Invoice #: 0
 Billing Period: 0
 MOU #: 0

Travel

Date	Type	Purpose	Cost
			\$ -
			\$ -
			\$ -

Printing - Directly Chargeable only

Date	Type	Purpose	Cost
			\$ -
			\$ -

Other

Date	Type	Purpose	Cost
			\$ -
			\$ -
			\$ -

Total ODC

\$ -

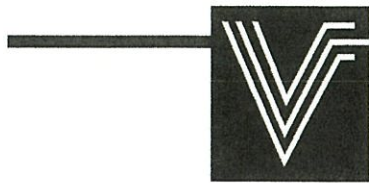
Calculation Worksheet
Subregional Partnership 2.0

REAP 2.0 April 2023 to January 2024

Ventura Council of Governments

Reference No.	Cost Categories	Maximum Approved Rates	Task #1	Task #2	Task #3	Task #4	Task #5	Task #6	Grand Total (All tasks)
			Application/MC U	Input Task Name	Input Task Name	Input Task Name	Input Task Name	Input Task Name	
			Amount	Amount	Amount	Amount	Amount	Amount	Amount
	Direct Labor Classification(s)								
	Hugh Riley, Executive Director	\$ 125.00	\$ 937.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 937.50
	Dr. Chris Williamson, Affordable Housing Specialist	\$ 714.00	\$ 6,433.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,433.50
	Input Employee Title and Name		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Direct Labor		\$ 7,371.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,371.00
	Indirect/Overhead & Fringe (inc. G&A)								
	Indirect/Overhead	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fringe	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Overhead & Fringe (inc. G&A)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other Direct Costs (ODCs)								
	Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Printing - Directly Chargeable only		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other (specify)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - ODCs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Consultant(s)								
	Input Consultant #1 Name		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Input Consultant #2 Name		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Input Consultant #3 Name		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Input Consultant #4 Name		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Consultant(s)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	GRAND TOTAL		\$ 7,371.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,371.00

Handwritten signature and date: 2/23/24




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 8A.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Presentation by the Ventura County Behavioral Health Agency on the CARE Act

DATE: May 9, 2024

Recommendation: Receive Report from Health Care Agency Director Barry Zimmerman and Acting Behavioral Health Director Dr. Loretta Denering on the CARE Act.

Background:

The mission of the Ventura County Behavioral Health is to provide services for members of the community living with mental illness and/or substance use disorders and their families.

Barry Zimmerman, Health Care Agency Director

Barry Zimmerman has been serving as the Director of the Agency since 2021. Zimmerman has held several executive leadership roles during his 26-plus years of distinguished service at the County of Ventura. As the prior Director of the Ventura County Human Services Agency, and under his leadership, the Agency experienced unprecedented growth and broadened in person services throughout the county

Zimmerman has extensive experience working at the state and national levels and is widely recognized for his work, most recently by his peers, when he received the Executive Leadership Award for advancing Human Services throughout the state of California. Additionally, Zimmerman was the past chair of the inaugural state-wide joint powers authority for all 58 counties, overseeing one of the state's largest automation projects for the human services system. As Director, Zimmerman is focused on strategy and growth, policy, government and community relations, and operational/financial and performance improvement.

Loretta L. Denering, DrPH, MS, Interim Behavior Health Director

Dr. Loretta L. Denering currently serves as the board-appointed Interim Director for Ventura County Behavioral Health (VCBH), a Department of the Ventura County Health Care Agency. Dr. Denering oversees an array of mental health and substance use disorder programs and services including County-operated adult, perinatal, and youth treatment services, prevention and outreach services, and managed care functions under the County Behavioral Health Plan (BHP).

Dr. Denering also directs the implementation of the multi-year California Innovating and Advancing Medi-Cal (CalAIM) initiative including behavioral health payment reform and administrative behavioral health integration and the implementation of behavioral health system reform under the recently passed Proposition 1 – Behavioral Health Services Act (BHSA). Prior to this appointment, Dr. Denering served in roles as the VCBH Assistant Director and the Substance Use Services Division Chief. She has also held various management and technical positions within the Los Angeles County Department of Public Health. Dr. Denering also spent eight years at the UCLA Semel Institute for Neuroscience and Human Behavior as a Biobehavioral Scientist where she served as the Project Director for the Los Angeles County Evaluation System. She has more than 18 years of experience in the research, evaluation, and administration of public health and behavioral health programs. Dr. Denering received her doctorate in Public Health, with a focus in Health Promotion and Education and Evaluation and Measurement, from Loma Linda University School of Public Health. She also holds a Master of Science in Clinical Psychology from California Lutheran University and a Bachelor of Arts in Psychology with a minor in Latin American Studies from UCLA.

ATTACHMENTS: CARE Act Process
California's Care Court

CARE Act

Community Assistance, Recovery, and Empowerment Act

The CARE Process Flow to Treatment, Housing, and Support

The CARE Act authorizes specified persons to petition a civil court to engage the eligible respondent in the CARE court process, which includes the creation of a voluntary CARE agreement or a court-ordered CARE plan. The agreement or plan may include behavioral health treatment, housing resources, and other services.

CARE Act Process Flow Overview

The CARE Act Process Flow follows the progression in Community Assistance, Recovery, and Empowerment (CARE) Court Program outlined in [California Welfare and Institutions Code \(W&I Code\) sections 5970-5987](#). This new civil court offers multiple pathways for eligible adults, promoting access to community-based behavioral health services and supports. [Eligible adults](#) are persons with untreated schizophrenia and other psychotic disorders who meet certain criteria related to health and safety.

This CARE Act Process Flow demonstrates how a case may progress through the civil court, which covers case initiation, engagement, court process/service connection, service delivery, and assessing for reappointment or graduation.

Throughout this process there are many participating roles: the respondent, counsel, the respondent's volunteer supporter, the behavioral health agency, and possibly other providers. The CARE Act process encourages collaboration and agreement between these participants and promotes a person-centered process.



CARE Act Process Flow

CARE Process Initiation

1 Initial petitioner e.g., family, health care or social service provider, etc.

County Behavioral Health as other initial petitioner

2

Order County to investigate, file report



Engagement with the respondent and County happens throughout the CARE Act process

Engagement

Petition meets initial showing that respondent meets eligibility criteria?

3 Petition meets initial showing that respondent meets eligibility criteria?

4

Court Process/Service Connection

Meet Criteria?

7 Initial Appearance

8 Hearing on Merits

Enter/likely to enter CARE Agreement?

10 Case Management Hearing

Progress Review Hearing (60 days)

14

Status Review Hearing (every 60 days)

15

1-Year Status Review Hearing (at Month 11)

Graduation Hearing (at Month 12)

5 Court Review of Report

County/Respondent/Service Provider/Service Provider

CARE dismissed / process ends

Meet Criteria?

13

Meet Criteria?

CARE Plan Review Hearing

Can only be reappointed once

Reappoint to program?

CARE Process Flow adapted from process flow shared by LA County, and further informed by process flows shared by Riverside, San Diego, and San Francisco counties.

Accountability: For counties – monetary sanctions For respondent – choice to not complete CARE Plan may be considered by a court in a subsequent LPS hearing

> Process Flow Details

Crosswalk the numbers shown here with the following information to learn more details about the CARE Act Process Flow.

CARE Process Initiation

- 1 A case is initiated when a person petitions the court to determine a respondent's eligibility and begin CARE proceedings. The statute allows for a range of individuals to file petitions, such as family members, health care or social service providers, or first responders.
- 2 County behavioral health agencies may also file petitions

Engagement

- 3 Initially, the court will decide if the petition shows that the individual meets, or may meet, eligibility criteria for CARE proceedings (i.e., a prima facie showing).
- 4 If the petition was filed by other than the county behavioral health agency, the court will order the agency to investigate and submit a report to determine whether the respondent meets, or is likely to meet, the eligibility criteria.
- 5 During this time, the county behavioral health agency will attempt to engage the respondent in voluntary services and report to the court on the outcome of those efforts.

Court Process/Service Connection

- 6 If the court finds that the respondent qualifies for CARE proceedings, and efforts to engage the respondent in services was not effective, the case will proceed through the court flow with the goal of connecting the respondent with services. At this point, the court will appoint an attorney to represent the respondent throughout the proceedings, at no cost.
- 7 At the initial appearance, if the petition was filed by other than the county behavioral health agency, the original petitioner is substituted out, and the director of the county behavioral health agency is appointed. During this appearance, the respondent has the option to select a supporter or ask that one be appointed.
- 8 At the hearing on the merits (which can be combined with the initial appearance), the court determines if the respondent meets eligibility criteria under a clear and convincing standard.
- 9 An important component of this court process is that the respondent, their attorney, their supporter, and the behavioral health agency will work together to create a voluntary CARE agreement and engagement in services.

Court Process/Service Connection continued

- 10** At the case management hearing, if a CARE agreement is not likely to be reached, the court will order the county behavioral health agency to conduct a clinical evaluation.
- 11** The court will review the clinical evaluation and other evidence from the county behavioral health agency and the respondent. The court will also determine if the respondent meets the eligibility criteria and order a CARE plan.
- 12** At this point, the respondent, their attorney, their supporter, and the behavioral health agency will work together to create a CARE plan that includes services the respondent is entitled to receive under the CARE Act. These services should be collaboratively determined, according to the specific needs of the respondent.

Service Delivery/Assess Next Steps: Treatment Housing and Support

- 13** During service delivery, a respondent will receive services indicated in his/her CARE plan: behavioral health services (including treatment for substance abuse disorder as applicable), medically-necessary stabilization medications (as applicable), housing resources & supports, and funded social services, including those services available to indigent California residents.
- 14** Progress will be checked at status review hearings, at intervals set by the court.
- 15** At month 11, it will be determined if the respondent is either ready to graduate or the respondent may be reappointed to the program, and continue to receive services under CARE, for up to one year.



Additional Resources

- Consider viewing the training materials on [CARE-Act.org](https://www.care-act.org) under training materials, including CARE Act 201: The Client's Journey Through the CARE Act and CARE Act 202: The CARE Agreement & CARE Plan.

- Consider viewing the additional CARE Act briefs:

- [Eligibility Criteria](#)
- [Supporter Role in the CARE Act](#)



Statute Language & Citation

The CARE Act Process Flow follows the progression in Community Assistance, Recovery, and Empowerment (CARE) Court Program outlined in [California Welfare and Institutions Code \(W&I Code\) sections 5970-5987](#).



CARE Court is designed on the evidence that many people can stabilize, begin healing, and exit homelessness in less restrictive, community-based care settings. It's a long-term strategy to positively impact the individual in care and the community around them. The plan focuses on people with schizophrenia spectrum and other psychotic disorders, who may also have substance use challenges, and who lack medical decision-making capacity and advances an upstream diversion from more restrictive conservatorships or incarceration.

The court-ordered response can be initiated by family, county and community-based social services, behavioral health providers, or first responders. Individuals exiting a short-term involuntary hospital hold or an arrest may be especially good candidates for CARE Court. The Care Plan can be ordered for up to 12 months, with periodic review hearings and subsequent renewal for up to another 12 months. Participants who do not successfully complete Care Plans may, under current law, be hospitalized or referred to conservatorship - with a new presumption that no suitable alternatives to conservatorship are available.

All counties across the state will participate in CARE Court under the proposal. If local governments do not meet their specified duties under court-ordered Care Plans, the court will have the ability to order sanctions and, in extreme cases, appoint an agent to ensure services are provided.

CARE Court builds on Governor Newsom's \$14 billion multi-year investment to provide 55,000 new housing units and treatment slots as well as a more than \$10 billion annual investment in community behavioral health services. The Governor's comprehensive approach combines a focus on bridge housing to quickly rehouse unsheltered individuals with behavioral health issues, all while more new units come online, while also transforming Medi-Cal to provide more behavioral health services to people struggling the most.



VENTURA COUNCIL
OF GOVERNMENTS

ITEM 8B.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Regional Defense Partnership (RDP) Update- Mike Johnson

DATE: May 9, 2024

Recommendation: Receive Oral Report from Mike Johnson, Chair, Ventura County Regional Defense Partnership (RDP) on current status and program activities.

Background:

RDP is Ventura County's community-based organization that advocates for and supports the county's military facilities and defense contractors as community assets and essential to national defense.

Ventura County's military commands and defense contractors, total more than 17,000 employees among military, federal, civilian and contractor jobs and generate about \$2 billion annually to the regional economy. It's a working partnership that includes elected officials from the County of Ventura and the 10 cities in the county, retired federal and state political leaders, senior military officials, defense contractors, local colleges and others. RDP supports, advocates and facilitates among the military, private enterprise and government to preserve Ventura County's military assets and regional economy.