



**VENTURA COUNCIL
OF GOVERNMENTS**

Thursday, September 12, 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 other 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. Proposed VCOG Fiscal Year 2024/2025 Budget Amendment – p. 3- Review and discuss the proposed Amendment to the VCOG Operating Budget for FY 2024-2025 and Adopt VCOG Resolution No. 2024-02 Approving the Budget Amendment as described in Exhibit A to the Resolution.

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 & Report on Ventura County Broadband Project

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

6. CONSENT CALENDAR

- A. **Summary of July 11, 2024 Meeting p. 8** - Approve Meeting Summary for the July 11, 2024 VCOG Meeting. **Action:** Approve Meeting Summary as published.
- B. **Financial Report p. 12** - Approve Ventura Council of Governments Financial Report for the Budget Period from July 5, 2024 to September 6, 2024. **Action:** Approve Financial Report
- C. **Register of Warrants & Debit Card Transactions p. 16** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from July 5, 2024 to September 6, 2024 **Action:** Approve Register of Warrants and Debit Card Transactions.
- D. **Propoosal from Tripepi-Smith – to provide Assistance with VCOG Executive Director Search p. 19** (www.tripepi-smith.com). Review August 9, 2024 Proposal fro Treppe-Smith Talent Solutions for VCOG Executive Director Search Support. **Action:** Approve proposal and authorize Chair and Executive Director to sign retainer agreement with Tripepi-Smith.
- E. **A Resolution Authorizing the Execution of an Agreement (MOU) with SCAG for REAP 2.0 Planning Grant for \$411,756 p. 43** Adopt VCOG Resolution No. 2024-03 Authoruzing VCOG Chair to Execute an Agreement MOU with SCAG for \$411,756 REAP 2.0 Grant and authorize Chair to sign on behalf of VCOG. **Action:** Adopt VCOG Resolution No. 2024-03.

7. PRESENTATION ITEMS

- A. **Presentation by CSUCI President Richard Yao- “State of the University – Dr. Yao will report on the state of the university p. 73** - **Action:** Receive Presentation and discuss.
- B. **Presentation by Michelle Ascencion, MMC, CERA, REO, Ventura County Clerk-Recorder & Registrar of Voters 2024 Election Process Issues. P.75** **Action:** Receive report and discuss.

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.


- 8. . ADJOURNMENT: Next Meeting- Octobe 10, 2024 (ANNUAL DINNER) at the Ventura County Museum, Ventura.**



ITEM 5.

MEMORANDUM

TO: VCOG Administrative Committee

FROM: Hugh Riley, Executive Director 

SUBJECT: Proposed VCOG Fiscal Year 2024/2025 Budget Amendment

DATE: September 12, 2024

Recommendation:

The Council should review and discuss the proposed Amendment to the VCOG Operating Budget for FY 2024-2025 and Adopt VCOG Resolution No. 2024-02 Approving the Budget Amendment as described in Exhibit A to the Resolution.

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. On May 9, 2024, the Governing Body adopted VCOG Resolution No. 2024-01 approving the VCOG Operating Budget.

On June 29, 2024 Governor Gavin Newsom signed the 2024 state budget legislation that restores significant funding previously promised for local governments including full funding for the Regional Early Action Program (REAP 2.0). VCOG's original REAP 2.0 Grant amount was **\$419,127**. \$7,371 was expended by VCOG before a "Stop Work" was ordered effective May 29, 2024 for staff costs to prepare the grant application and negotiate a preliminary Memorandum of Understanding with SCAG for the administration of the grant. The balance of the original grant (**\$411,756**) will be added to the amended budget.

On May 9, 2024, Executive Director Riley announced his intention to retire as of June 30, 2025. Riley agreed to assist the Council with any necessary activity in order to search for his replacement. The VCOG Administrative Committee has been planning for this search. Staff is recommending a supplemental appropriation of **\$10,000** to cover expenses related to the search.

VCOG Resolution No. 2024-02 presents a proposed amendment to the 2024-2025 VCOG Operating Budget to include the amounts described above and as provided in Exhibit A. to the Resolution. Changed amounts are highlighted in green.

ATTACHMENT: VCOG Resolution No. 2024-02- Proposed FY Budget Amendment
No. 1 - 2024-2025

ATTACHMENT

VENTURA COUNCIL OF GOVERNMENTS RESOLUTION NO. 2024-02

A RESOLUTION OF THE GOVERNING BODY OF THE VENTURA COUNCIL OF GOVERNMENTS AMENDING 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: On May 9, 2024, the Governing Body adopted VCOG Resolution No. 2004-01 approving the 2024-2025 VCOG Operating Budget.

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: Considering the State of California, 2024-2025 has restored state funding for the Regional Earl Action Program (REAP 2.0) the previously issued stop work order has been rescinded thus restoring the original REAP 2.0 Grant to VCOG less previous expenses in the amount of **\$411,756**, The Governing Body agrees to amend the 2024-2025 VCOG Operating Budget to include these Grant funds and associated project expenditures.

SECTION 5: The Governing Body finds the need to appropriate the sum of \$10,000 from the VCOG Reserve Fund and further amending the 2024-2025 VCOG Operating Budget for the purpose of conducting an Executive Search and related expenses in order to replace the retiring Executive Director.

SECTION 5: These Budget Amendments are reflected in Exhibit A to this Resolution. All other Items included in the original budget remain unchanged.

PASSED AND ADOPTED this 12th day of September, 2024.

Mike Johnson, Chair

Exhibit A

VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2024/2025 PROPOSED BUDGET AMENDMENT NO. 1

<u>Budget Item</u>	Fiscal Year 2024/2025 <u>Approved Budget</u>	Fiscal Year 2024/2025 <u>Amended Budget</u>
Income		
Annual Dinner Sponsorships	9,000	9,000
Dues Assessments	<u>64,992</u>	<u>64,992</u>
Sub Total Income	73,992	73,992
Other Types of Income		
Bank Interest	10	10
LATA Admin Costs	16,278	16,278
LATA Grant (Less admin Costs	356,323	356,323
SCAG- REAP 1.0 Contract	0	0
SCAG- REAP 2.0 Contract	0	411,756
Total-Other Types of Income	<u>372,611</u>	<u>784,367</u>
Sub Total Income	446,603	858,359
Supplemental Appropriation	<u>0</u>	<u>10,000</u>
Total Income	446,603	868,359
Expenses		
Contract Services		
Accounting Services	2,500	2,500
Audit	5,000	5,000
Executive Administration	45,000	45,000
Legal Fees	300	300
Executive Search	<u>0</u>	<u>10,000</u>
TOTAL Contract Services	52,800	62,800
Operations		
Printing and Copying	700	700
Supplies	500	500
Website & Programs	<u>1,400</u>	<u>1,400</u>
Total Operations	2,600	2,600
Other Types of Expenses		
Insurance-Liability, D and O	4,400	4,400
Total-Other Types of Expenses	<u>4,400</u>	<u>4,400</u>
TOTAL Operations Expenses	59,800	69,800
Digital Resources (Program)		
- Ookla Speed Test & DEA	4,180.00	4,180
EDC Personnel Costs		
- Contracts Admin (2%)	4,200.57	4,201
- Executive (9%)	26,387.18	26,387
- Finance (9%)	<u>17,420.38</u>	<u>17,420</u>
Total EDC Personnel	48,008.13	48,008
EDC Subcontractors		
- BD Team Cont. Lead	50,512.50	50,513
- JPA Formation	142,000.00	142,000
- GIS Consultant	23,877.50	23,878
- Senior Broadband Conslt.	53,200.00	53,200
- Strategy Project Lead	<u>34,544.54</u>	<u>34,544</u>
Total EDC Subcontractors	<u>304,134.54</u>	<u>304,135</u>
Total LATA Project EDC Expense	356,322.67	356,323
LATA Admin Costs (VCOG)	<u>16,278.75</u>	<u>16,278</u>
Total LATA Grant Expenses	372,601.42	372,601

<u>Budget Item</u>	<u>Fiscal Year 2024/2025 Approved Budget</u>	<u>Fiscal Year 2024/2025 Amended Budget</u>
REAP 1.0 Project Costs		
Project 1 – TASK B	0	0
Project 4-New Task A	0	0
TASK A (to OCCOG)	0	0
Project 5		
TASK A	0	0
TASK B	0	0
TASK C	<u>0</u>	<u>0</u>
Total REAP 1.0 Costs	<u>0</u>	<u>0</u>
REAP 2.0 Project Costs		
Project 1-Technical Assistance	0	
TASK 1 -Program Administration	0	10,000
TASK 2–Project Management	0	31,756
TASK 3 - Procure Consultant	0	5,000
TASK 4 - Develop AFFH- TA	0	220,000
TASK 5 - Pro-housing Designation	0	<u>100,000</u>
Total - PROJECT 1	0	366,756
Project 2 (OCOg)	0	<u>45,000</u>
Total REAP 2.0 Costs	0	411,756
Travel and Meetings		
Annual Dinner	9,000	9,000
Conference and Meetings	2,000	2,000
Travel & Lodging	<u>3,202</u>	<u>3,202</u>
Total- Travel and Meetings	<u>14,202</u>	<u>14,202</u>
Total Expenditures	446,603	868,359

EXHIBIT B
(UNCHANGED)
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.



MEETING SUMMARY

601 Carmen Dr.
Camarillo, CA 93012
July 11, 2024

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

2. **ROLL CALL:**

Present:

Chris Enegren, Chair-Elect, City of Moorpark
Elaine Litster, IP Chair, City of Simi Valley
Janice Parvin, County of Ventura,
Bob Engler, City of Thousand Oaks
Leslie Rule, City of Ojai
Laura Hernandez, Alternate, City of Port Hueneme
David Tennessen, City of Camarillo
Leslie Cronejo, City of Santa Paula

Absent: Mike Johnson, Chair, City of San Buenaventura. Bert Perello, City of Oxnard, Carrie Broggie, City of Fillmore

Staff Present:

Hugh Riley, Executive Director, VCOG

Partner Agency Representatives and Agency Support Staff:

Rachel Wagner,
Brian Chong, Assistant to the City Manager, City of Moorpark
Mina Layba, Legislative Affairs Manager, City of Thousand Oaks.
Bill Simmons, Pacific Coast Broadband Consortium Coordinator

Guests:

Letitia Austin, Government Relations Manager, Port of Hueneme
Adam Vega, Community Outreach Specialist, Port of Hueneme

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

Legislative Update –

Riley reported that the California Supreme Court has ruled that the tax ballot measure backed by the California Business Roundtable (Initiative 21-0042A1) amounts to a revision of the Constitution as opposed to an amendment. The court ordered the Secretary of State to refrain from placing it on the November ballot.

Housing and Community Development Bills

He mentioned several housing bills that have made it through the appropriation cuts and the committee switch over, have reached the policy level. These bills may allow developers to

circumvent local regulations for their projects under certain circumstances, taking away significant local control and decision-making authority. Some also restrict a city's ability to collect development fees to offset the impacts of the project. One bill (**AB 1820**-(Schiavo) requires the city to provide a fee and tax estimate at the beginning of the project even before the plans have been approved that may not be adjusted with changes to the project's design. These new laws may make it impossible for some of these projects to fit in neighborhoods.

SB 937-(Wiener) would limit the ability of local government to collect mitigation fees on affordable housing projects when either a certificate of occupancy is issued, or once construction commences for the projects the fees will be used for.

AB 1886 (Alvarez) would allow the Builder's Remedy to begin as soon as the Department of Housing and Community Development or a court determines a jurisdiction's housing element is out of compliance and past the due date. AB 1893 (Wicks) triggers the Builder's Remedy if a local jurisdiction is not in compliance with "Housing Element Law" and the project provides a minimum of 10% of the units for very low-income households or 100% of the units are for very low, low or moderate-income households.

Lawmakers have amended the package of retail theft bills to include urgency and inoperative clauses if voters approve the district attorneys' initiative. The lone exception was a bill by Republican Asm. Juan Alanis, which only included an urgency clause.

Democratic leaders said the changes were necessary due to conflicts between the bills and a ballot initiative. They also argued that their measures took a more comprehensive approach and would prevent a return to the days of mass incarceration.

REAP Programs

Riley reported that VCOG has completed all approved REAP 1.0 Projects. All associated bills have been paid and closeout reports have been submitted to SCAG. The approved state budget retains \$560 million for REAP 2.0. We are waiting to hear from SCAG on the next steps to restart REAP 2.0 when the "stop work order" is lifted.

Broadband for All- LATA Grant –Update

The Broadband Team has recommended the formation of a VCOG Ad Hoc Committee for Broadband Joint Powers Authority Planning. This Ad Hoc Committee will work with selected Broadband Working Group Staff to plan the possible formation of a VCOG Broadband JPA for the purpose of defining VCOG's role.

SCAG Update for June 2024 - The SCAG Update for June 2024 from Rachel Wagner was attached to the Riley's written report.

VCOG Administrative Committee- Riley advised the Council that it's Administrative Committee would be meeting on July 25, 2024 to plan for the September 12, 2024 VCOG Meeting Agenda and continue work on the Executive Director Recruitment planning and schedule.

2022-2023 Annual Audit – Riley reported that all work for the VCOG 2022-2023 Annual Audit had been completed by Moss, Levy, Hartzheim, LLP and the final report is presented for Council review and approval on this meeting's Consent Calendar.

Riley advised that there were no irregularities noted in the audit report and no corrective actions recommended by the auditor. The Ventura Council of Governments ended Fiscal Year 2022/2023 with an unrestricted ending fund balance of \$ 123,846.

6. AGENCY REPORTS

Rachel Wagner, Senior Government Affairs Officer for SCAG provide a brief report outlining the highlights of the June SCAG Update she had provided for the Executive Director's Report.

Bill Simmons joined Riley reporting on the status of the Broadband For All Project. They outlined progress on the Municipal Focus Groups, Community Priorities and further progress on the Community Needs Surveys being conducted. The Ad Hoc Committee being proposed will be discussing the concept of forming a Joint Powers Authority. Riley advised that the discussion could evolve to the updating of VCOG's current Strategic Plan and amending the existing Joint Powers Agreement rather than the formation of a new, separate JPA.

Presentations with City Councils will continue during this time. All cities will be encouraged to prepare their own strategy to develop and maintain a municipal network setting the stage for the consideration of a regional JPA in the Fall. We will continue to encourage data collection via speed tests and our online survey for the next 90 days. There are three sizable troughs of funding available. We anticipate the first wave with an award FFA funds within 60 days. The CPUC CASF funds for infrastructure projects arriving next, followed by Broadband Equity Adoption Deployment (BEAD) funding on track this next year.

7. CONSENT CALENDAR

- A. **Summary of May 9, 2024 Meeting** - Approve Meeting Summary for the May 9, 2024 VCOG Meeting. **Action:** Approve Meeting Summary as published.
- B. **Financial Report** - Approve Ventura Council of Governments Financial Report for the Budget Period from May 3, 2024 to July 5, 2024. **Action:** Approve Financial Report
- C. **Register of Warrants & Debit Card Transactions** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from May 3, 2024 to July 5, 2024. **Action:** Approve Register of Warrants and Debit Card Transactions. **Action:** Approve Register of Warrants and Debit Card Transactions.
- D. **VCOG Audit and Financial Statements for 2022-2023**: -Review 2022-2023 VCOG Audit and Financial Statements **Action:** Accept and Approve Financial Statements for 2022-2023.
- E. **Appointment of Ad Hoc Broadband JPA Committee** – Appoint Member Leslie Rule from the City of Ojai and Member Elaine Litster of the City of Simi Valley to serve on the Ad Hoc Broadband JPA Committee. **Action:** Appoint Ad Hoc Committee.

A **Motion** was made by Tennesen with a **Second** by Enegren to approve all items of the Consent Calendar. Roll Call Vote Recorded as follows: Ayes: 8; Nos: 0. The Motion Carried

8. PRESENTATION ITEMS

- A. **Presentation by Letitia Austin, Government Relations Manager, and Adam Vega, Community Outreach Specialist for the Port Of Hueneme**

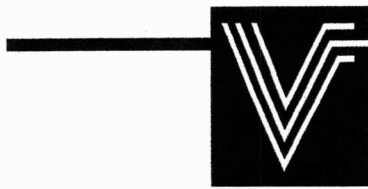
Ms. Austin gave a brief history of the port's development in conjunction with United States Navy operations and base development and the port's current with the Navy. She discussed the port's current governance structure and described its importance to U.S. shipping imports and impacts on local transportation facilities. Mr. Vega discussed the ports facilities and

capacities relative to those shared with the Navy and its role in the local economy. He provided comparisons to the other major national shipping centers in the U.S.

9. **BOARD MEMBER COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS-** There were no Council Member comments. Supervisor Parvin suggested a future item about the need for capital improvement to the Metropolitan Water District's storage facilities. Member Litster suggested a program about AT&T's efforts to eliminate certain internet features.

10. **ADJOURNMENT:** The meeting was adjourned by Chair-elect Enegren at 5:45 PM.

Next Meeting- September 12, 2024 at the John Spoor Broome Library, CSUCI Campus



VENTURA COUNCIL
OF GOVERNMENTS

ITEM 6B.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Financial Report

DATE: September 12, 2024

Recommendation:

Receive and file Financial Report for Period July 5, 2024 to September 6, 2024

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period from July 5, 2024 to September 6, 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	\$27.23	0.03%*	\$62,726.65

* Variable

VCOG has now received payment from SCAG for all REAP 1.0 Invoices and all outstanding bills for the projects have been paid. We have also received reimbursement for \$7,371 expended for REAP 2.0 preliminary expenses.

Member Assessments for 2024-2025 have been paid by all VCOG Member Agencies totaling \$64,992.

VCOG has been authorized to continue work with SCAG to complete the REAP 2.0 MOU and finalize the REAP 2.0 Projects included in our original grant application

ATTACHMENTS: Balance Sheet – As of September 6, 2024
Budget vs. Actual Report - July 5, 2024 to September 6, 2024

Ventura Council of Governments

Balance Sheet

As of September 6, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5797	0.00
BofA - 9045	128,354.97
BofA MM - 2635	62,724.53
Total Bank Accounts	\$191,079.50
Accounts Receivable	
Accounts Receivable (A/R)	14,083.00
Total Accounts Receivable	\$14,083.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$205,162.50
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$205,162.50
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	26,158.51
Net Income	67,712.95
Total Equity	\$205,162.50
TOTAL LIABILITIES AND EQUITY	\$205,162.50

Ventura Council of Governments

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Annual Dinner Sponsorship	12,000.00	9,000.00	3,000.00	133.33 %
Dues Assessments	64,992.00	64,992.00	0.00	100.00 %
Investments				
Interest-Savings, Short-term CD	2.12	10.00	-7.88	21.20 %
Total Investments	2.12	10.00	-7.88	21.20 %
Other Types of Income				
LATA Admin Costs		16,278.00	-16,278.00	
LATA Grant Income		356,323.00	-356,323.00	
Total Other Types of Income		372,601.00	-372,601.00	
SCAG - REAP 2.0 Contract Income		411,756.00	-411,756.00	
Total Income	\$76,994.12	\$858,359.00	\$ -781,364.88	8.97 %
GROSS PROFIT	\$76,994.12	\$858,359.00	\$ -781,364.88	8.97 %
Expenses				
Contract Services				
Accounting Fees	93.75	2,500.00	-2,406.25	3.75 %
Audit		5,000.00	-5,000.00	
Executive Administration	6,968.75	45,000.00	-38,031.25	15.49 %
Executive Search		10,000.00	-10,000.00	
Legal Fees		300.00	-300.00	
Total Contract Services	7,062.50	62,800.00	-55,737.50	11.25 %
Operations				
Printing and Copying	59.67	700.00	-640.33	8.52 %
Supplies		500.00	-500.00	
Website	970.00	1,400.00	-430.00	69.29 %
Total Operations	1,029.67	2,600.00	-1,570.33	39.60 %
Other Types of Expenses				
Insurance - Liability, D and O		4,400.00	-4,400.00	
LATA Grant Expenses				
Digital Resources (Program)				
Ookla Speed Test Platform		4,180.00	-4,180.00	
Total Digital Resources (Program)		4,180.00	-4,180.00	
EDC Personnel Costs				
Contracts Admin (2%)		4,201.00	-4,201.00	
Executive (9%)		26,387.00	-26,387.00	
Finance (9%)		17,420.00	-17,420.00	
Total EDC Personnel Costs		48,008.00	-48,008.00	
EDC Subcontractors				
Broadband Team Cons. Lead		50,513.00	-50,513.00	
GIS Consultant		23,878.00	-23,878.00	
JPA Formation		142,000.00	-142,000.00	
Senior Broadband Consultant		53,200.00	-53,200.00	

Ventura Council of Governments

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Strategy Project Lead		34,544.00	-34,544.00	
Total EDC Subcontractors		304,135.00	-304,135.00	
VCOG LATA Admin Costs	687.50	16,278.00	-15,590.50	4.22 %
Total LATA Grant Expenses	687.50	372,601.00	-371,913.50	0.18 %
Total Other Types of Expenses	687.50	377,001.00	-376,313.50	0.18 %
REAP 2.0 Costs				
Project 1 - Technical Assistance	501.50	366,756.00	-366,254.50	0.14 %
Project 2 (OCOG)		45,000.00	-45,000.00	
Total REAP 2.0 Costs	501.50	411,756.00	-411,254.50	0.12 %
Travel and Meetings				
Annual Dinner		9,000.00	-9,000.00	
Conference and Meetings		2,000.00	-2,000.00	
Travel		3,202.00	-3,202.00	
Total Travel and Meetings		14,202.00	-14,202.00	
Total Expenses	\$9,281.17	\$868,359.00	\$ -859,077.83	1.07 %
NET OPERATING INCOME	\$67,712.95	\$ -10,000.00	\$77,712.95	-677.13 %
Other Income				
Transfer From Reserve Account		10,000.00	-10,000.00	
Total Other Income	\$0.00	\$10,000.00	\$ -10,000.00	0.00%
NET OTHER INCOME	\$0.00	\$10,000.00	\$ -10,000.00	0.00 %
NET INCOME	\$67,712.95	\$0.00	\$67,712.95	0.00%




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 6C.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Register of Warrants and Debt Card Transactions

DATE: September 12, 2024

Recommendation:

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from July 1, 2024 to September 6, 2024.

Discussion:

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period July 1, 2024 to September 6, 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
September 12, 2024
Transactions from to July 1, 2024 to Sept. 6, 2024

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
710	08/02/24	Caroline Carter	08/01/24	Bookkeeping Services	\$ 93.75
711		VOID DUE TO PRINTING ERROR			
712	08/03/24	Hugh Riley, Pro. Management, LLC	07/31/24	VCOG LATA Grant Admin	\$ 687.50
713		VOID DUE TO PRINTING ERROR (Double Printed with 714)			
714	08/03/24	Hugh Riley, Pro. Management, LLC	07/31/24	VCOG-Contract Exec. Director	\$ 4,000.00
715	08/06/24	V.C. Digital	07/31/24	Printing & Copying	\$ 59.67
716	09/06/24	Hugh Riley, Pro. Management, LLC	09/02/24	VCOG-Contract Exec. Director	\$ 2,968.75
717	09/06/24	Hugh Riley, Pro. Management, LLC	09/02/24	VCOG-LATA Admin Expense	\$ 687.50
718	09/06/24	Dr. Chris Williamson	09/03/24	VCOG REAP 2.0 Task 2.1	\$ 501.50

Register of Debit Card Transactions
Ventura Council of Governments
September 12, 2024

Transactions from July 5, 2024 to September 6, 2024


<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
2950	08/12/24	Intuit-Quickbooks	08/12/24	Accounting Program	\$ 970.00



ITEM 6D.

MEMORANDUM

TO: Council Members and Alternates

FROM: Hugh Riley, Executive Director 

SUBJECT: Proposal from Tripepi-Smith & Associates to Provide Assistance with VCOG Executive Director Search

DATE: September 12, 2024

Recommendation:

Review and Approve August 9, 2024 Proposal from Tripepi-Smith and Associates (Tripepe-Smith) for VCOG Executive Director Search Assistance and authorize Chair to sign Agreement for Professional Services.

Discussion

Tripepi-Smith provides services in two basic categories including Talent Quest and Search Support. Talent Quest is a start-to-finish process and is a fixed cost of approximately \$20k, plus expenses, which include mostly pass-through fees for job board postings.

Search support is a more focused effort whereby the firm would assist VCOG to streamline the front end of the process leveraging the skills of their recruitment team and graphic designers to amplify the recruitment and help cast a net appropriate for the position requirements.. The VCOG selection committee would be freed up to focus more on the interview and selection part of the process. Search Support ranges from \$8-13k depending on the level of service desired and includes:

- Creation of a unique job announcement and digital brochure for the position. The brochure and notice will have Riley's number and email for prospective candidates to contact to obtain more information.
- Development of outreach materials including compelling social media content and job ad language
- Management of announcements in professional organizations, membership agencies, and publications
- Candidate research and direct outreach by phone and email to prospective candidates

The Administrative Committee is recommending that the full council engage Tripepi-Smith to:

- 1) Develop a digital and printed brochure;
- 2) Develop a notice that can be used for all purposes; and
- 3) Place brochure/ notice with professional organizations, membership agencies, and in publications including but not limited to the ICMA Newsletter, Southern California Management Assistants Newsletter and the PublicCEO Newsletter (Owned by Tripepi-Smith)
- 4) A Search Budget of \$10,000 for the initial phases of the search effort.

ATTACHMENTS: 1. August 9, 2024 Proposal
2. Agreement for Professional Services – Tripepi-Smith & Associates



Proposal submitted for:

Ventura Council of Governments

Executive Director Search Support

Submitted: August 9, 2024

By:

Ryder Todd Smith, President
Christine Martin, Director
Kylie Sun, Business Analyst

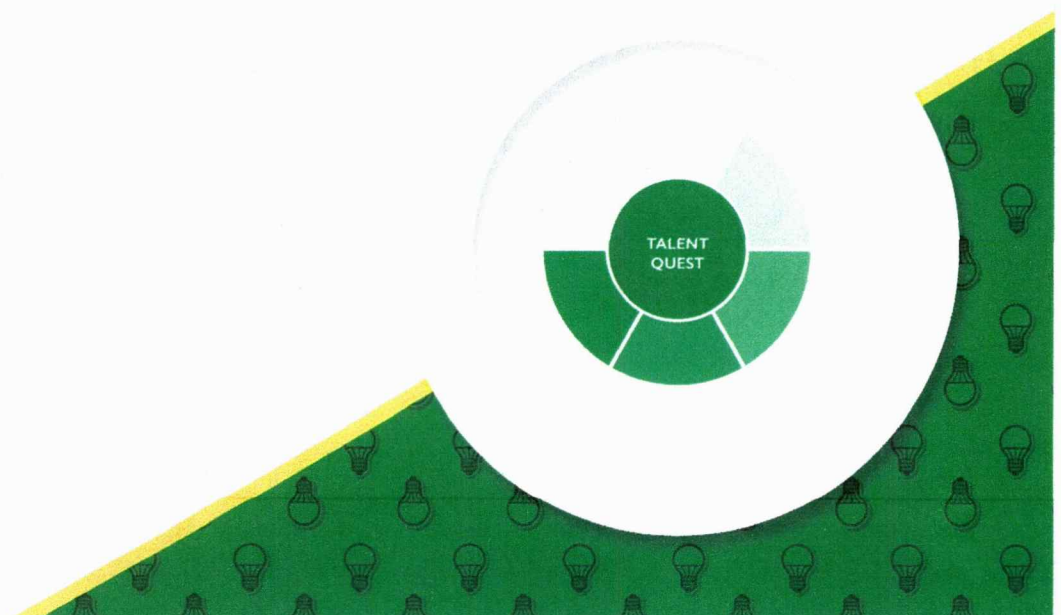




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COST PROPOSAL.....	10



COVER LETTER

Thank you for the opportunity to propose recruitment search support services for the Ventura Council of Governments (VCOG). This proposal outlines our search support process and describes how we can best assist you in your search.

Tripepi Smith is a force multiplier for communication operations for over 200 public agencies across California. We leverage our team's network, knowledge, and talents to make our firm a valuable provider of executive recruitment services via TS Talent Solutions (TSTS). Director Christine Martin leads our recruitment searches, bringing over 20 years of local government experience to the table given her experience as Assistant City Manager in the City of Livermore. Additionally, Tripepi Smith has a team of 60+ members to tap for additional knowledge.

TS Talent Solutions is unique, mixing technical prowess, industry competency and recruitment wisdom. We leverage the experience of our parent firm, Tripepi Smith, to yield many advantages. Our diverse background uniquely positions us for success in a variety of municipal markets.

1. Tripepi Smith has extensive roots in California local government, from the North Coast to Imperial County. Through our partnerships with the largest local government associations in California (including the Municipal Management Associations of Northern and Southern California, League of California Cities, California Special Districts Association and California State Association of Counties, etc.), over 200 local government agencies, we can connect directly with a vast network of professionals. We are well-equipped to access caring, dedicated and energetic candidates.
2. Tripepi Smith's municipal experience brings knowledge of the complex relationships between staff, elected officials, regulatory agencies, policymakers and legislators—and the role of all of these stakeholders in serving the public. We have a values-based perspective that you may not obtain from other recruitment firms.

Thank you for considering us in this endeavor. We eagerly anticipate the opportunity to discuss our proposal in more detail.

Authorization

As co-founder and president of Tripepi Smith and TS Talent Solutions, I am qualified to enter into agreements with Ventura Council of Governments (VCOG). This proposal is valid for 60 days from the date of submission.

Ryder Todd Smith

Co-Founder & President, Tripepi Smith Talent Solutions

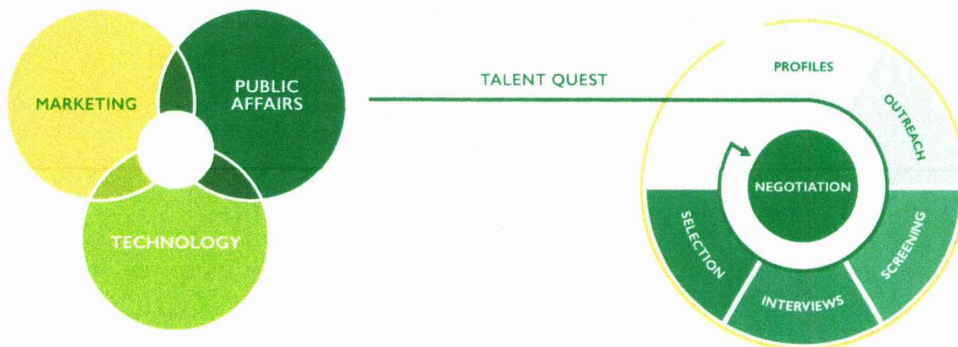
Ryder@TripepiSmith.com • (626) 536-2173 • P.O. Box 52152, Irvine, CA 92619



BACKGROUND AND QUALIFICATIONS

A Public Affairs Firm That Understands Talent

Triepi Smith Talent Solutions is a staffing firm under the umbrella of Triepi Smith and Associates, Inc., a marketing and public affairs firm. The firm has dedicated itself to solving communication challenges within the local government world since its inception in 2002. It was a natural progression to move into recruitment and talent solutions. Triepi Smith has worked with more than 200 agencies over the past year alone, including hundreds of city managers, department leaders and other executive staff. We know what, and who, makes an effective government leader, and we use that experience to attract, evaluate and retain high-quality talent for TSTS clients. With a skilled team of writers, graphic artists and project managers, we can provide whatever level of support our clients need — from an attractive brochure design to full-blown culture curation and recruitment support from beginning to end. We leverage our communications skill set to not only capture the attention of top talent but also to inspire them to act on the opportunity.



Launching TS Talent Solutions

Through our work at Triepi Smith, our team has developed a savvy understanding of the major operations of each department within local government while simultaneously expanding a network of relationships and platforms that inextricably connect us to the local government community. Thus, TS Talent Solutions was born.

Our Network

Triepi Smith is a household name among California's local government agencies. We attend conferences held by some of the largest local associations in California, including the California Special Districts Association, Municipal Management Association of Northern (and Southern) California, and League of California Cities. We've been supporting these organizations for more than 20 years and have boots-on-the-ground experience networking at these events, which often are a hub for job-seekers.



Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services, including email campaigns, social media, blogging, SEO (Search Engine Optimization), video production and more. This integrated approach to content development makes the process more efficient and effective for clients. Moreover, they help capture the compelling stories and personalities behind client agencies on their quests to recruit new talent. High-quality materials that present an authentic picture of the job opportunity are powerful tools for attracting the right candidates for the position.

Tripepi Smith Testimonial

“TS Talent Solutions helped me find my career here at the City of Bell, so I trusted them to be a partner in helping us find our new Deputy Director of Community Services.

Their excellent client service, connections in local government, and comprehensive search process were key to helping us find the right person.”

Janine Andrade
Director of Community Services, City of Bell



Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital communications seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution, there is no impact. We apply this framework to the work we do at TSTS to broadcast local government positions across the industry landscape. For example, we leverage Public CEO, a local government news publication owned by Tripepi Smith, to reach over 17,000 local government executives.





EXPERIENCE

Executive Recruitments

TS Talent Solutions has a strong track record of delivering effective recruitment solutions for public agencies. Our team has successfully filled nearly 20 executive-level positions across California. Below is a list of all placements, including our current recruitments.

POSITION	AGENCY	PLACEMENT DATE
Human Resources Director	City of Menifee	Active
General Manager	Humboldt Bay Municipal Water District	Active
Executive Director	Redwood Coast Energy	Active
Human Resources & Risk Manager	City of Bell	August 2024
IT Director	City of Pasco, WA	May 2024
City Manager	City of Lomita	April 2024
Deputy Director of Community Services	City of Bell	November 2023
Chief Financial Officer	City of Menifee	October 2023
Community & Economic Development Director	City of Pasco, WA	July 2023
City Manager	City of La Cañada Flintridge	May 2023
Community Services Director	City of Bell	March 2023
Harbor Director	City of Morro Bay	February 2023
Parks & Recreation Superintendent	City of Fairfield	January 2023
Finance Director	City of American Canyon	January 2023
Finance Director	City of Fairfield	July 2022
DEI Manager	City of San Luis Obispo	February 2022
Public Works Director	City of Manteca	February 2022
Budget Officer	City of Tracy	January 2022
Parks & Recreation Director	City of American Canyon	January 2022
City Manager	City of Tracy	December 2021
Fire Chief	City of Morro Bay	July 2021
Public Works Director	City of Morro Bay	May 2021
City Attorney	City of Manteca	February 2021
Development Services Director	City of Manteca	September 2020

Work Samples

Our designers collaborate with staff to steward their brand while developing content that delivers on calls to action. We encourage you to see all the work we have done for clients at [TSTalentSolutions.com](https://www.TSTalentSolutions.com).

[TSTalentSolutions.com/
Recruitment-Brochure-Samples](https://www.TSTalentSolutions.com/Recruitment-Brochure-Samples)

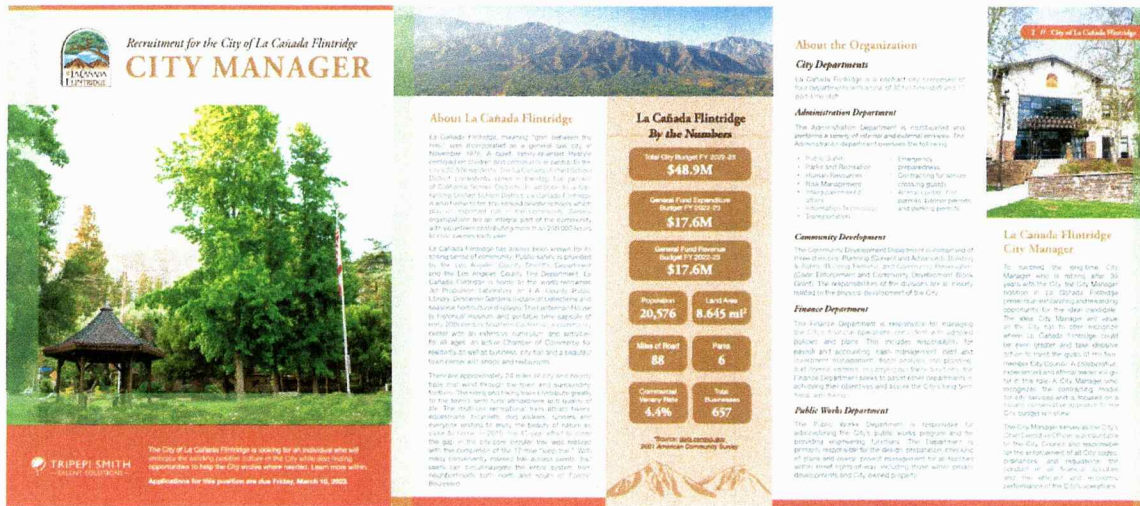
[TSTalentSolutions.com/Placements](https://www.TSTalentSolutions.com/Placements)

[TSTalentSolutions.com/Recruitment-Videos](https://www.TSTalentSolutions.com/Recruitment-Videos)

[TSTalentSolutions.com/News](https://www.TSTalentSolutions.com/News)

Sample Recruitment Brochure

TS Talent Solutions developed a five-page digital recruitment brochure for the La Cañada Flintridge City Manager search in 2023. Below is a sample of the first three pages.



Sample Social Media Graphics

Below are sample social media graphics we've created for different recruitments.





SCOPE OF WORK – SEARCH SUPPORT

TS Talent Solutions will execute the following steps for the search support process:

STEP 1: KICK-OFF & CANDIDATE PROFILE

To kick-off the process, TS Talent Solutions will meet with VCOG staff and send out an online survey to the VCOG Board of Directors to identify key knowledge skills and abilities desired in potential candidates. We will use this information to determine the desired education, experience and background of the sought-after candidate, and to identify the desired management skills and style. TS Talent Solutions will then develop a position profile and advertising language based on this information.

STEP 2: DEVELOP MARKETING MATERIALS

TS Talent Solutions will develop the following marketing materials to support outreach and recruiting efforts:

- A four-to-five-page digital recruitment brochure that provides key VCOG metrics, highlights the benefits of working for VCOG, provides information about the position, highlights exciting current and upcoming projects and programs and provides instructions on how to apply for the position.
- Five social media posts (including copies and graphics) for publishing to social media channels.
- Compelling job board language to supplement the digital recruitment brochure.

STEP 3: OUTREACH AND RECRUITING

Next, TS Talent Solutions will conduct outreach to encourage individuals with superior qualifications to join our pool of candidates. We typically source high-caliber candidates by:

- Advertising the position to appropriate and diverse professional organizations, membership agencies and publications, including but not limited to: ICMA (International City/County Management Association), MMANC/MMASC (Municipal Management Association of Northern/Southern California), California City News, Public CEO, Careers in Government.
- **Add-On Outreach: Smile & Dial** – Tapping into our expansive network, we will proactively reach out to candidates in the marketplace who may not be actively seeking the position. Our search may include national, regional, in-state and local elements, which will be determined at the start of the engagement.

All applicant materials will be collected and evaluated by Ventura Council of Governments.



Project Schedule

Below is a sample schedule and sequenced deliverables for the search support scope of work. We have the flexibility to “ramp up” or “ramp down” should VCOG prefer a different process.

WEEKS 1-2

STEP 1: DEVELOP A CANDIDATE PROFILE

- Initial meeting with staff
- Distribute online survey to VCOG Board of Directors
- Develop candidate profile

WEEKS 3-5

STEP 2: DEVELOP MARKETING MATERIALS

- Digital recruitment brochure
- Social media content
- Compelling job ad language

WEEKS 6-8

STEP 3: OUTREACH AND RECRUITING

- Digital job board positioning
- **Add-On: Smile & Dial** – Candidate Research and Outreach



COST PROPOSAL

The proposed scope of work provides VCOG with search support services to connect with the most capable, talented candidates available. **Search Support work is completed on a Time & Materials basis.** Below you will find the estimated cost for the proposed scope of work:

Search Support for Executive Director	Cost
Step 1: Recruitment Project Management, Kick-Off Call and Candidate Profile <i>Includes kick-off meeting with VCOG staff</i> <i>Includes development, distribution and review of online survey to VCOG Board</i> <i>Includes ongoing project management</i>	\$3,113.75
Step 2: Marketing Materials <i>Includes development of 4-6 page digital recruitment brochure</i> <i>Includes creation of 5 social media copies & graphics for publishing to social media channels</i> <i>Includes development of job board language</i>	\$3,677.50
Step 3: Manage Digital Job Placements <i>Includes posting and management of job boards</i>	\$460.00
*ESTIMATED EXPENSES: Pass-Through Fees for Digital Job Boards	\$1,500.00
ESTIMATED TOTAL	\$8,751.25
(Add-On) Step 3: Smile & Dial -- Candidate Research and Direct Outreach <i>Includes 17 hours of research/outreach</i>	\$3,635.00
ESTIMATED TOTAL, INCLUDING SMILE & DIAL	\$12,386.25

*Estimated Expenses

We estimate \$1,000-1,500 in expenses, with these fees primarily being attributed to paid placements on various digital job boards and relevant industry hotspots. Examples of job boards include Municipal Management Association of Northern California (MMANC), Municipal Management Association of Southern California (MMASC), Western City Magazine, Public CEO, California City News, Careers in Government and International City/County Management Association (ICMA).

Tripepi Smith owns PublicCEO, a local government news publication dedicated to providing a statewide perspective on California's cities, counties and special districts. PublicCEO reaches over



17,000 local government executives — city managers, county administrators and public executives included — through a daily newsletter, website and job board. The publication actively seeks stories promoting cross-sector partnerships to provide decision-makers with best practices, perspectives on trends, innovations and access to opportunities.

If expenses appear to exceed the budget outlined above, TS Talent Solutions will discuss that budget risk with VCOG staff and seek authorization before exceeding that expense budget.

Billing for Time & Materials

Time & Materials work at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0, or 6.5 hours. Time & Materials work will be invoiced at the end of the month in which the work was done. All payment terms are net 30 days.

The estimates above are based on the hourly rates below:

Resource	Hourly - Standard	Hourly - Retainer
Principal	\$370	\$295
Director	\$255	\$215
Art/Creative Director	\$255	\$215
Senior Business Analyst	\$195	\$165
Business Analyst	\$140	\$115
Junior Business Analyst	\$115	\$95
Senior Videographer/Animator	\$195	\$165
Senior Photographer	\$170	\$145
Videographer/Photographer	\$130	\$110
Junior Videographer/Photographer	\$115	\$95
Senior Graphic Designer	\$185	\$155
Graphic Designer	\$130	\$110
Junior Graphic Designer	\$115	\$95
Web Developer	\$195	\$175
Junior Web Developer	\$115	\$95
Drone Operator	\$195	\$170
Council Chamber A/V Operator	\$110	\$95

AGREEMENT FOR PROFESSIONAL SERVICES

2024 Search Support

This agreement ("Agreement") is made and entered into as of this date of September 12, 2024 by and between the Institute for Ventura Council of Governments ("VCOG"), a voluntary joint powers authority with offices located at P.O. Box 157, Moorpark, California 93020, and Tripepi Smith & Associates ("Consultant"), a corporation located at PO Box 52152, Irvine, CA 92619.

RECITALS

- A. Consultant is trained, skilled, experienced and competent to perform the search support services required under this Agreement, and desires to provide the services according to the terms and conditions set forth in this Agreement;
- B. Consultant is in the business of providing such services on an independent contractor basis; and
- C. VCOG desires to retain Consultant to provide the search support services as set forth in this Agreement.

AGREEMENT

VCOG and Consultant agree that Consultant will provide search support services to VCOG as required under **Exhibit A** (the "Services"), subject to the following terms and conditions:

1. **Services.** Consultant will provide the Services as described in **Exhibit A**. Unless specifically provided otherwise in **Exhibit A**, Consultant will, at its sole cost and expense, furnish all facilities and equipment required to provide the Services. VCOG will not reimburse Consultant for any expenses related to the Services unless such reimbursement is agreed to in advance and confirmed in writing by the parties, subject to the terms in **Exhibit B**.
2. **Payment.** VCOG will pay Consultant for the Services performed at the time and in the manner set forth in **Exhibit B**. Consultant will invoice VCOG for payment for the Services as specified in **Exhibit B**.
3. **General Provisions.** The general provisions in **Exhibit C** are part of this Agreement. In the event of any inconsistency between **Exhibit C** and any other term or condition of this Agreement, the other term or condition will govern and control, but only insofar as it is inconsistent with the general provisions in **Exhibit C**.
4. **Exhibits to the Agreement.** **Exhibits A, B and C** are attached to, incorporated in and made part of this Agreement by this reference.
5. **Effective Date.** The effective date of this Agreement is September 12, 2024 ("Effective Date").
6. **Term.** The term of this Agreement ("Term") will commence on the Effective Date and continue through June 30, 2025, unless the Term is extended by a written amendment to this Agreement signed by both parties.

7. **Contract Administration.** This Agreement will be administered by Hugh Riley, Executive Director, ("Contract Administrator") on behalf of VCOG. All correspondence related to the Agreement will be directed to or through the Contract Administrator or his or her designee.
8. **Notices.** Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party will be in writing and either served personally or sent via prepaid, first class mail or overnight express mail. Any such notice, demand, request, consent, approval or other communication will be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice will be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

CONSULTANT:

Tripepi Smith & Associates
PO Box 52152
Irvine, CA 92619
Attn: Ryder Smith

VENTURA COUNCIL OF GOVERNMENTS:

Ventura Council of Governments
P.O. Box 157
Moorpark, CA 93020
Attn: Hugh Riley

TRIPEPI SMITH & ASSOCIATES

By: _____
signature

Print Name: _____ Ryder Todd Smith

Print Title: _____ President

Date: _____

VENTURA COUNCIL OF GOVERNMENTS

By: _____
signature

Name: Mike Johnson

Title: Chair

Date: _____

By: _____
signature

Name: Hugh Riley

Title: Executive Director

Date: _____

EXHIBIT A

SCOPE OF CONSULTANT SERVICES

SCOPE OF WORK – SEARCH SUPPORT

TS Talent Solutions will execute the following steps for the search support process:

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- **Add-On Outreach: Smile & Dial** – Tapping into our expansive network, we will proactively reach out to candidates in the marketplace who may not be actively seeking the position. Our search may include national, regional, in-state and local elements, which will be determined at the start of the engagement.

Project Schedule

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- Develop candidate profile

WEEKS 3-5

STEP 2: DEVELOP MARKETING MATERIALS

- Digital recruitment brochure
- Social media content
- Compelling job ad language

WEEKS 6-8

STEP 3: OUTREACH AND RECRUITING

- Digital job board positioning
- **Add-On: Smile & Dial** – Candidate Research and Outreach

All applicant materials will be collected and evaluated by Ventura Council of Governments

EXHIBIT B

PAYMENTS, REIMBURSEMENTS, AND COMPENSATION

COST PROPOSAL

The proposed scope of work provides VCOG with search support services to connect with the most capable, talented candidates available. **Search Support work is completed on a Time & Materials basis.** Below you will find the estimated cost for the proposed scope of work:

Search Support for Executive Director	Cost
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Step 3: Manage Digital Job Placements <i>Includes posting and management of job boards</i>	\$460.00
*ESTIMATED EXPENSES: Pass-Through Fees for Digital Job Boards	\$1,500.00
ESTIMATED TOTAL	\$8,751.25
(Add-On) Step 3: Smile & Dial -- Candidate Research and Direct Outreach <i>Includes 17 hours of research/outreach</i>	\$3,635.00
ESTIMATED TOTAL, INCLUDING SMILE & DIAL	\$12,386.25

*Estimated Expenses

We estimate \$1,000-1,500 in expenses, with these fees primarily being attributed to paid placements on various digital job boards and relevant industry hotspots. Examples of job boards include Municipal Management Association of Northern California (MMANC), Municipal Management Association of Southern California (MMASC), Western City Magazine, Public CEO, California City News, Careers in Government and International City/County Management Association (ICMA).

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Billing for Time & Materials

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Business Analyst	\$140	\$115
Junior Business Analyst	\$115	\$95
Senior Videographer/Animator	\$195	\$165
Senior Photographer	\$170	\$145
Videographer/Photographer	\$130	\$110
Junior Videographer/Photographer	\$115	\$95
Senior Graphic Designer	\$185	\$155
Graphic Designer	\$130	\$110
Junior Graphic Designer	\$115	\$95
Web Developer	\$195	\$175
Junior Web Developer	\$115	\$95
Drone Operator	\$195	\$170
Council Chamber A/V Operator	\$110	\$95

EXHIBIT C

GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant will be an independent contractor. VCOG will not have the right to control the means by which Consultant accomplishes the Services. Consultant will obtain no rights to retirement or unemployment benefits, or to any other benefits which accrue to VCOG employees, and Consultant hereby expressly waives any claim it may have to any such rights.
2. **Extra or Additional Services.** VCOG may request at any time that Consultant perform extra or additional services that VCOG determines to be necessary but which the parties did not anticipate when the Agreement was executed. Such extra or additional services will be compensated at the same rates as may be designated in this Agreement, unless the parties agree otherwise in advance and in writing. Consultant will not perform nor be compensated for any extra or additional services without prior authorization from VCOG, as memorialized in an amendment to this Agreement that is signed by the parties.
3. **Licenses.** Consultant represents and warrants to VCOG that it has and will maintain, at its sole cost and expense throughout the Term, all licenses, permits, certifications, insurance coverage and approvals that are required of Consultant to practice its profession or otherwise perform the Services.
4. **Time.** Consultant will devote such time to the performance of the Services as may be reasonably necessary for the satisfactory performance of Consultant's obligations under this Agreement.
5. **Compliance with Laws.** Consultant will comply with all applicable federal, state and local laws, codes, ordinances and regulations.
6. **Taxes.** Consultant will be responsible for all sales, use, excise, income, employment, property and any other local, municipal, state or federal taxes, and all other governmental fees, taxes or other charges applicable to the Services.
7. **Audits and Records.**
 - A. **MAINTAIN FINANCIAL RECORDS FOR THREE YEARS.** Consultant will maintain all books of accounts, invoices, vouchers, canceled checks and other records or documents evidencing or relating to charges for the Services, and for any pre-approved expenses or costs reimbursed by VCOG, for a minimum period of three (3) years, or any longer period required by law, from the date of final payment to Consultant under this Agreement.
 - B. **RIGHT OF INSPECTION.** Consultant will make such records available for inspection or audit at any time during regular business hours upon VCOG's written request. Copies of such documents will be provided to VCOG for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records will be made available to VCOG or its representative at Consultant's address indicated for receipt of notices under this Agreement.
 - C. **RIGHT OF POSSESSION.** Where VCOG has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business or operations, VCOG may, by written request, require that the records and documents be delivered to VCOG. Access to such records and documents will thereafter be granted to any party authorized by Consultant or Consultant's successor-in-interest.

9. **Consultant Not an Agent.** Consultant is not an agent of VCOG and will have no authority, expressed or implied, to act on behalf of VCOG in any capacity or to bind VCOG to any obligation whatsoever.
10. **Conflict of Interest.** This Agreement precludes Consultant from performing services for others during the term of this Agreement that may result, or be perceived to result, in a conflict of interest with the performance of the Services or the contractual relationship between the parties. In the event that Consultant undertakes any other service or contractual relationship that conflicts with, may conflict with, or is perceived to conflict with, the performance of the Services or this Agreement, Consultant will immediately notify VCOG in writing of the conflict, or the potential or perceived conflict, and VCOG may, in any event and at its sole discretion, terminate this Agreement immediately.
11. **Personnel.** Consultant will assign only competent personnel to perform the Services. In the event that VCOG, in its sole discretion, desires the removal of anyone employed or contracted by Consultant from performing the Services, Consultant will, immediately upon receiving written notice from VCOG, cease to utilize the person in performing the Services.
12. **Insurance Requirements.**
- A. **LEVELS OF INSURANCE.** Consultant will, at its own cost and expense, procure and maintain the following insurance coverage throughout the Term:
- i. **Workers Compensation.** Consultant will maintain, and will assure that any subcontractors and subconsultants maintain, Workers' Compensation Insurance and Employer's Liability Insurance for all employees in accordance with the laws of the State of California. Any notice of cancellation or non-renewal of any such policy must be received by VCOG at least thirty days prior to such change. The insurer will agree to waive all rights of subrogation against VCOG, its directors, officers, employees, agents, and volunteers, for losses arising from the Services performed by Consultant.
 - ii. **General Liability.** Consultant will maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to the Services to be performed under this Agreement, or the general aggregate limit will be at least twice the required occurrence limit.
- B. **ENDORSEMENTS.** Each general liability insurance policy will be provided by insurers possessing a Best's rating of no less than A:VII and will be endorsed with the following language:
- i. VCOG, its directors, officers, employees, agents and volunteers, are covered as additional insureds with respect to liability arising out of the Services performed by or on behalf of Consultant, including any materials, parts or equipment furnished in connection with the Services or related operations.
 - ii. This policy will be considered primary insurance as it relates to VCOG, its directors, officers, employees, agents and volunteers. Any insurance maintained by VCOG, including any self-insured retention VCOG may have, will be considered excess insurance only and will not be used to contribute to or offset any payment or reimbursement.
 - iii. This insurance will act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

- iv. The insurer waives all rights of subrogation against VCOG, its directors, officers, employees, agents and volunteers.
- v. Any failure to comply with any policy reporting provision will not affect the coverage provided to VCOG, its directors, officers, employees, agents or volunteers.
- vi. The insurance provided by this policy will not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by VCOG.

C. **CERTIFICATES OF INSURANCE.** Consultant will provide certificates of insurance to VCOG as evidence of the required insurance coverage. Current certification of insurance will be kept on file with VCOG at all times during the Term.

- 13. **Indemnification.** Consultant will indemnify, defend and hold harmless VCOG, its directors, officers, employees, agents and volunteers, from and against all claims and actions, and all expenses and costs incidental to any such claims or actions, including any attorney's fees, which may arise from or in any manner relate to any of the Services performed under this Agreement. Notwithstanding the foregoing, Consultant's indemnity, defense and hold harmless obligations under this Agreement will not apply to liability arising directly from VCOG's sole negligence.
- 14. **Standard of Performance.** VCOG will rely on the professional training, skills, experience, and ability of Consultant to perform the Services. Consultant will perform all of the Services according to applicable legal requirements and will meet the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise and experience.
- 15. **Work Product.** All work product related to the Services ("Work Product"), which includes, but is not limited to, any research, report, analysis, review, plan, data, software, video, content, text, map, design, drawing, estimate, model, chart, study, specification, survey, photograph, memorandum, website content or functionality, or any other type of document, material or other work of authorship that is prepared or produced, or caused to be prepared or produced, by Consultant, its employees, agents, subcontractors or subconsultants under this Agreement, in any form or format, will be considered "work for hire" and the sole exclusive property of VCOG during the Term and following the termination of the Agreement. Consultant represents and warrants that all Work Product is Consultant's work product or is based on work product that Consultant has the right to use for the Services. Consultant hereby assigns to VCOG all right, title and interest in and to the Work Product. Consultant agrees to execute and deliver to VCOG any necessary instruments of transfer and to take any other action that VCOG may reasonably request, including, without limitation, executing and filing copyright applications, assignments and any other documents required for the protection of VCOG's sole rights to, interest in and ownership of the Work Product.
- 16. **Use of Work Product.** VCOG has the sole right to use the Work Product in its discretion, without Consultant's consent or any further compensation to Consultant or to any other person or entity, during the Term and at any time following the termination of the Agreement. Consultant will provide all Work Product to VCOG as required by the Time Schedule in Exhibit A or as requested by VCOG in writing, and as otherwise required upon the termination of the Agreement.
- 17. **Licensing of Intellectual Property.** This Agreement creates a nonexclusive and perpetual license for VCOG to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied or contained within the Work Product. Consultant represents and warrants that Consultant has the legal right to license or otherwise assign to VCOG any and all intellectual property contained within the Work Product. Consultant further represents and warrants that VCOG will not be limited in any way in its use of the Work Product at any time.

18. **Confidentiality.** All Work Product and any information or material provided to Consultant by VCOG will be held strictly confidential by Consultant. Consultant will not, without the advance written consent of VCOG, use such Work Product, information or material for any purpose other than for the performance of the Services, nor will Consultant disclose such Work Product, information or material to any person or entity not authorized by VCOG in writing.
19. **Governing Law.** This Agreement and all matters relating to the Services will be governed by the laws of the State of California. Any action relating to this Agreement or the Services will be brought exclusively in state court located in Sacramento County, California.
20. **Amendment.** This Agreement may be amended or modified only by a written amendment to the Agreement signed by both VCOG and Consultant.
21. **Mediation.**
- A. *MEDIATION.* Should any dispute arise out of this Agreement, the parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party will be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, will be shared equally by the parties. If a mediated settlement is reached, neither party will be deemed the prevailing party for purposes of the settlement, and each party will bear its own legal costs.
- B. *MEDIATOR.* If the parties are unable to agree upon a mediator, the dispute will be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS will provide the parties with the names of five qualified mediators. Each party will have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining will hear the dispute. If more than one mediator remains, JAMS will select one of the remaining mediators.
- C. *LITIGATION.* If the dispute remains unresolved after mediation, either party may commence litigation.
22. **Attorney's Fees.** If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement in a court of law, the prevailing party is entitled to its reasonable attorney's fees, including court costs, expert witness fees and discovery expenses, in addition to any other relief to which the party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
23. **Assignment and Subcontracting.** The parties recognize that Consultant's professional reputation, experience and competence are a substantial inducement to VCOG for entering into this Agreement. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express and advance written consent of VCOG. Consultant will not subcontract any portion of the Services to be performed under this Agreement without the express and advance written consent of VCOG. If VCOG consents to any such subcontract, Consultant will be fully responsible to VCOG for all acts or omissions of the subcontractor. Nothing in this Agreement will create any contractual relationship between VCOG and a subcontractor of Consultant, nor will it create any obligation on the part of VCOG to pay or to see to the payment of any monies due to any such subcontractor.
24. **Waiver.** No failure on the part of either party to exercise any right or remedy herein will operate as a waiver of any other right or remedy that party may have.
25. **Validity.** The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.
26. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCOG and Consultant will survive the termination of this
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Agreement.


27. **Solicitation.** Consultant agrees not to solicit business at or during any meeting, focus group, interview or any other activity related to the Services or this Agreement, either verbally or in writing.
28. **Use of VCOG Name, Logo or other Service Mark.** Consultant agrees not to use VCOG's name or logo, or any other VCOG service mark, in any form or format, including in any Work Product, correspondence, publication, announcement, written material, media, or electronic media, without the express and advance written approval of VCOG, including as to the type and extent of such use.
29. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of agreement between the parties. All prior written and verbal communications, including correspondence, drafts, memoranda, and any other communication or representation, are superseded in full by this Agreement.
30. **Signatory's Authority to Enter Agreement.** Each party warrants that the individual who has signed this Agreement on behalf of the party has the legal power, right and authority to make this Agreement and to bind the party to all of the terms and conditions of this Agreement.
31. **Execution.** This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding on the parties when at least one copy will have been signed by both parties. In approving this Agreement, it will not be necessary to produce or account for more than one such counterpart.



ITEM 7A.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Presentation by CSUCI President Richard Yao- "State of the University"

DATE: September 12, 2024

Recommendation:

Receive Presentation from Richard Yao.

Discussion:

Richard Yao, Ph. D., was appointed to serve as President of California State University Channel Islands (CSUCI) in January 2022 after serving in the Interim President role since January 2021. President Yao initially joined CSUCI in June 2018, where he served as the Vice President for Student Affairs.

President Yao earned a Ph.D. in Clinical Psychology from Fielding Graduate University, an M.A. in Clinical Psychology from Eastern Illinois University, and a B.A. in Psychology from Eastern Illinois University. Prior to joining CSUCI, he resided in Las Vegas, Nevada for 23 years, where he was an active member of the higher education and mental health communities..

Since coming to CSUCI, President Yao has distinguished himself as a campus leader who is steady the face of challenges—including those that are life-threatening, such as the campus evacuations and wildfires he helped the University to navigate in his first semester; a mass shooting at a nearby club that same semester; and the global pandemic. Dr. Yao's deep background in managing trauma and promoting mental health as well as his engaged and authentic presence have served the students and employees of the campus well in extraordinarily difficult times.

While serving as the Vice President for Student Affairs, President Yao increased collaborations between Academic and Student Affairs programs to improve student success and worked to ensure that co-curricular programming was in full alignment with the academic mission of the University. He worked to demonstrate the relationship between students' utilization of support services and academic success markers, and in collaboration with the Chancellor's Office, helped lead a system-wide pilot program to develop a Student Affairs data dashboard and examine student demographics in relation to utilization of support services.

As the educational, fiscal, and community leader now responsible for the youngest of the CSUs in its third decade of being, President Yao has been assertive from the start in establishing and enacting his priorities for the campus. Under his leadership and through his personal commitment of “honoring our past, building the future,” CSUCI has: recentralized the role and impact of Institutional Research as a critical partner for Enrollment Management, divisional leadership, individual researchers (faculty, staff, and student), and the Office of the President; created and implemented the University’s first Inclusive Excellence Action Plan. He undertook a multi-year, cross-divisional study of CSUCI students’ post-graduation outcomes, launched a three-phased Integrated Marketing Communication Plan. He received Board of Trustee approval for an aggressive Academic Master Plan that will bring new undergraduate and graduate programs into being over the coming decade. Dr. Yao actively partnered with the local Indigenous community to ensure strong tribal-campus relations and respectful cultural engagement through the creation of a President’s Chumash Advisory Council; and engaged the campus community in a President’s Operational Effectiveness Challenge.

Dr. Yao’s presidency is guided by his commitment to transparency, authentic engagement, diversity, equity, inclusion, and accessibility – all in service to CSUCI’s academic mission of placing students at the center of the educational experience and serving regional needs.




**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 7B.

MEMORANDUM

TO: VCOG Members and Alternates

FROM: Hugh R. Riley, Executive Director 

SUBJECT: Presentation by Michelle Ascencion, MMC, CERA, REO,
Ventura County Clerk-Recorder & Registrar of Voters on 2024
Election Process Issues.

DATE: September 12, 2024

Recommendation:

Receive Report from Ventura County Clerk-Recorder & Registrar of Voters

Discussion:

American democracy is under assault. The country is still reeling from the lasting effects of the January 6 insurrection and other coordinated efforts to overturn the 2020 election. Recent waves of voter suppression laws across the United States put minorities and other vulnerable populations at further risk, and the online ecosystem, rife with misinformation and disinformation, continues to sow distrust among our citizenry and threaten many of our democratic institutions. The health and safety of poll workers and other local election officials is cause for grave concern among local election authorities.

Michelle Ascencion, MMC, CERA, REO, Ventura County Clerk-Recorder & Registrar of Voters, will explain in her presentation how these national concerns translate to our local elections. Ms. Ascencion made history when she was the first woman and first person of color elected as Ventura County Clerk and Recorder in the June 2022 Primary Election, taking office in January 2023.

Ms. Ascencion brings nearly 20 years of local government service to the office at various agencies, beginning with the City of Port Hueneme, and including the Ventura Regional Sanitation District, the County of Ventura, and her hometown, the City of Oxnard, as the elected City Clerk. Her years of experience as a former City Clerk in Port Hueneme and Oxnard proved to be invaluable preparation for her role as the chief of elections in Ventura County.

Ms. Ascencion is a graduate of Santa Clara High School, Oxnard College, Cal Poly San Luis Obispo, and a future graduate of CSUCI as she is currently pursuing a Master's degree in Public Administration. Ms. Ascencion holds several professional certifications and has received awards and acknowledgement from the community for her public service.