



**VENTURA COUNTY TRANSPORTATION COMMISSION
LOCAL TRANSPORTATION AUTHORITY
AIRPORT LAND USE COMMISSION
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONSOLIDATED TRANSPORTATION SERVICE AGENCY
CONGESTION MANAGEMENT AGENCY**
www.goventura.org

**SPECIAL MEETING
AGENDA***

FRIDAY, AUGUST 20, 2021

9:00 A.M.

**Actions may be taken on any item listed on the agenda*

The meeting will be held via ZOOM Webinar

Please click the link below to access the webinar:

<https://us02web.zoom.us/j/81018689114?pwd=MU5ySzc4R0lXMkNuMVREejNzTzRuUT09>

On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. On June 11, 2021, the Governor subsequently issued Executive Order N-08-21 maintaining the suspension of certain provisions of the Brown Act to continue to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means through September 30, 2021. As such, VCTC will continue to conduct its meetings by teleconference, its commissioners will participate in the meeting from individual remote locations, and no physical location will be open to the public for the Commission meeting. Members of the public are encouraged to attend the meeting remotely. Persons who wish to address the commission on an item to be considered at this meeting are asked to submit comments in writing to the commission at ribarra@goventura.org by 4:30 P.M., Thursday, August 19, 2021. Due to the current circumstances if you would like to participate in a verbal public comment on any item on the agenda during the meeting, please email your public comment to ribarra@goventura.org or via telephone at 805-642-1591 ext. 101. Any public comment received will be read into the record during the public comment portion of this meeting. In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Commission meeting, please contact VCTC staff (805) 642-1591 ext. 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring those reasonable arrangements can be made to provide accessibility to the meeting.

- 1. CALL TO ORDER**
- 2. PUBLIC COMMENTS**

3. CLOSED SESSION: PUBLIC EMPLOYMENT

(Pursuant to Government Code Section 54957(b))

Titles: Interim Executive Director and Executive Director

4. SERVICE AGREEMENT WITH RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE DIRECTOR RECRUITMENT SERVICES

Recommended Action:

- Approve and authorize the Commission Chairperson to execute an agreement with Ralph Andersen & Associates to provide recruitment services for the position of Executive Director in the amount of \$28,000.

Responsible Staff: Steve Mattas

5. EMPLOYMENT AGREEMENT WITH INTERIM EXECUTIVE DIRECTOR FOR VCTC

Recommended Action:

- Approve resolution authorizing an employment agreement for Interim Executive Director services. (the staff report, resolution and agreement will be posted to the agenda prior to Commission consideration of this item.)

Responsible Staff: Steve Mattas

6. ADJOURNMENT

3855700.1



Item #4

August 20, 2021

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEVE MATTAS, GENERAL COUNSEL

SUBJECT: SERVICE AGREEMENT WITH RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE DIRECTOR RECRUITMENT SERVICES

RECOMMENDATION:

- Adopt a resolution approving an agreement with Ralph Andersen & Associates to provide recruitment services for the position of Executive Director in the amount of \$28,000 and authorizing Chairperson Long to sign the agreement on behalf of VCTC.

BACKGROUND:

VCTC issued a Request for Proposals (“RFP”) from executive search firms to assist VCTC in the selection of a new Executive Director. VCTC received five proposals by the August 9, 2021 deadline. The five firms that proposed, their relevant Executive Director recruitment experience and cost proposals are listed in the table below.

Recruiting Firm	Relevant Executive Director Recruitment Experience	Cost
Alliance Resource Consulting	Alameda-Contra Costa Transit District, Santa Clara County VTA, Central Contra-Costa Transit Authority, Access Services and Metrolink	\$39,000 fixed fee plus optional services
Koff & Associates	37 years of public sector HR experience. See clients in attached proposal.	Total not to exceed \$23,500
Bob Murray and Associates	March Joint Powers Authority, Port of San Diego, California Agricultural Commissions and Sealers Association , PATH Ventures, Child Haven, Power Inn Alliance,	\$25,000 fixed fee plus optional services

Recruiting Firm	Relevant Executive Director Recruitment Experience	Cost
	Sacramento Steps Forward, California State Bar	
Ralph Andersen and Associates	Placer County Transportation Planning Agency, Southern California Association of Governments, Western Riverside Council of Governments, Berkley Housing Authority, Alameda County, California Municipal Utilities Association, Placer County Transportation Planning Agency, Redwood Coast Regional Center	\$28,000 fixed fee
Roberts Consulting Group, Inc.	Alameda County Transportation Commission, Contra Costa Transportation Authority, Ventura County Transportation Commission, Metro/Los Angeles County Metropolitan Transportation Authority, Sonoma-Marín Area Rail Transit District	\$33,000 fixed fee

On August 10, 2021, the Administrative Committee interviewed three candidate firms: Koff and Associates, Ralph Andersen and Associates, and Roberts Consulting Group, Inc. Alliance Resources Consulting and Bob Murray & Associates were not able to attend the interview but did remain under consideration. The Administrative Committee is recommending that Ralph Andersen and Associates be selected and that Fred Wilson serve as the recruiter.

Staff recommends that the Commission adopt a resolution approving an agreement with Ralph Andersen & Associates to provide recruitment services for the position of Executive Director in the amount of \$28,000 and authorizing Chairperson Long to sign the agreement.

Attachments: Resolution
 Agreement
 3855905.1

RESOLUTION NO. 2021-10

**A RESOLUTION OF THE VENTURA COUNTY
TRANSPORTATION COMMISSION APPROVING AN AGREEMENT
WITH RALPH ANDERSEN AND ASSOCIATES TO PROVIDE
RECRUITMENT SERVICES FOR THE EXECUTIVE DIRECTOR
POSITION**

WHEREAS, VCTC issued a Request for Proposals (“RFP”) for qualified executive search firms to assist VCTC in the selection of a new Executive Director and received five proposals by the August 9, 2021 deadline; and

WHEREAS, the five proposers were Ralph Andersen and Associates, Bob Murray and Associates, Alliance Resource Consulting, Koff and Associates, and Roberts Consulting Group; and

WHEREAS, the Administrative Committee recommended that VCTC select Ralph Andersen and Associates.

**NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION
HEREBY RESOLVES AS FOLLOWS:**

1. VCTC approves a consultant services agreement (“Agreement”) with Ralph Andersen & Associates to provide recruitment services for the position of Executive Director in the amount of \$28,000, attached hereto and incorporated herein as Exhibit 1.
2. VCTC authorizes Chairperson Long to sign the Agreement.
3. VCTC authorizes the Executive Director to take any other necessary actions consistent with carrying out the intent of this resolution.

PASSED, APPROVED AND ADOPTED this _____ day of August, 2021.

Ayes:

No:

Abstain:

KELLY LONG, Chair

ATTEST:

ROXANA IBARRA, Clerk

APPROVED AS TO FORM:

STEVE MATTAS,
General Counsel

3720937.1

EXHIBIT 1
CONSULTANT SERVICES AGREEMENT

Professional Services Agreement

Executive Search Services

This Agreement is made by and between the Ventura County Transportation Commission (“the Commission”), and Ralph Andersen & Associates (“the Consultant”).

1. **Search Engagement.** The Commission agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: Executive Director Executive Search Services (“the Search”).
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
 - a) Position Analysis
 - b) Advertising Campaign
 - c) Candidate Identification
 - d) Resume Review and Screening
 - e) Preliminary Interviews
 - f) Detailed Reference Checks
 - g) Recruitment Report
 - h) Client/Finalist Interviews
 - i) Final Interview Assistance
 - j) Follow-up Correspondence

A complete description of the services to be provided is contained in a proposal from the Consultant to the Commission, dated August 6, 2021, which is incorporated herein by reference.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the Commission.
4. **Compensation.** As full compensation for the Consultant’s professional services performed hereunder, the Commission shall pay the Consultant the fixed amount of \$28,000 (Twenty-eight Thousand Dollars) (“fixed fee”). Expenses included in the fixed fee include such items as advertising, clerical, graphic design, research, printing and binding, postage and delivery, and long-distance telephone charges. Consultant will prepare a full color (digital) brochure. All pictures will be the responsibility of the Commission. A link to the digital brochure will be provided. It is anticipated that all meetings will be conducted by video (Zoom Technologies) with the potential exception of one (1) consultant trip for finalist interviews with social distancing in place. All work products provided to the client will be electronically transmitted (properly organized and tabbed) using either DropBox or ShareFile. On top candidates, education verifications, Internet and Lexis/Nexis searches will be conducted. Education

verifications, DMV check, wants and warrants, civil and criminal litigation search (after contingent offer is made), and credit checks will be conducted on the top candidate. A full background (including references) will be conducted on the top candidate once a contingent offer has been made. Finalist interviews will be conducted using video technology due to COVID-19. Should the timing of the interviews happen post-pandemic and the Commission wishes to conduct those interviews in-person, the Commission will bear the cost for all candidate travel reimbursement.

5. **Compensation for Additional Services.** In the event the Commission requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services plus reimbursement of expenses described above.
6. **Method of Payment.** The Commission will be invoiced in 4 (four) payments as follows:
 - a) Following kick-off and finalization of recruitment brochure – \$8,400 (Eight Thousand Four Hundred Dollars)
 - b) After the closing date – \$8,400 (Eight Thousand Four Hundred Dollars)
 - c) After finalist interviews – \$8,400 (Eight Thousand Four Hundred Dollars)
 - d) Upon placement – \$2,800 (Two Thousand Eight Hundred Dollars)
7. **Term.** The term of this agreement shall commence upon execution of this Agreement by both parties, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 90 days (ninety days) or less from project initiation.
8. **Guarantee.** If, during the first year of employment, the new Executive Director resigns or is dismissed for cause by the Commission, the Consultant agrees to perform another search for a Executive Director for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search. Should the initial outreach efforts not result in a successful placement, the Consultant will continue the outreach efforts until the ideal candidate is found. The Commission will be responsible for expenses based on actual receipts.
9. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the Commission.

11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the Commission shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the Commission harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

12. **Miscellaneous.**

- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the Commission.
- c) This agreement shall be modified only by a written agreement duly executed by the Commission and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

APPROVED:

RALPH ANDERSEN & ASSOCIATES

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

By: _____

By: _____

Name Printed: Heather Renschler

Name Printed: _____

Title: President/CEO

Title: _____

Date: _____

Date: _____

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