

AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE VENTURA COUNTY AREA AGENCY ON AGING FOUNDATION REGARDING A LOCAL GOVERNMENT AND DISABILITY SUMMIT

This Agreement regarding a Local Government and Disability Summit ("Agreement") is entered into as of 3/13/2024, by and between the County of Ventura ("County"), and the Ventura County Area Agency on Aging Foundation. ("VCAAAF"), a California non-profit public benefit corporation (collectively, the "Parties").

RECITALS

WHEREAS, the Parties find that there is a substantial public benefit in organizing and jointly sponsoring the first-of-its kind Local Government and Disability Summit ("Summit") to be held in California as a high-quality three to four-day educational event for California local governments and non-profit entities serving individuals with disabilities;

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

AGREEMENT

1. The County and VCAAAF, along with another partner to be chosen by the County, will be designated as co-presenters of the Summit on the conference program and in all publicity for the Summit.
2. The Summit will be scheduled during the Fall of 2024, on specific back-to-back calendar dates selected by the County.
3. The County will determine the agenda of topics for the Summit.
4. The County agrees to provide \$20,000 to VCAAAF, so that VCAAAF can pay the initial monetary deposit, not to exceed \$20,000, to hold the hotel venue for the Summit. VCAAAF will book the hotel venue site at a hotel approved by the County and arrange for blocks of hotel rooms with ADA accessible rooms, at one or more hotels acceptable to the County, to be available for booking, at pre-negotiated rates, for the number of Summit attendees estimated to be reasonable by the Summit Planning Group.
5. The Parties agree that, in addition to the initial County payment of \$20,000 paid to VCAAAF so that VCAAAF can book the hotel venue for the Summit, all additional monies from any source received to pay for Summit expenses will be transferred to VCAAAF, to be held in trust by VCAAAF for the Summit, in an interest-bearing account at the Ventura County branch of a financial institution approved by the County, until monies are used by VCAAAF to pay necessary Summit expenses. VCAAAF shall in turn receive and process payments to businesses, individuals and other organizations for services, equipment, and materials for the Summit, and reimburse the County for the County's advance payment to VCAAAF of \$20,000 to hold the hotel venue for the Summit within 10 business days of the County requesting VCAAAF to provide County reimbursement. VCAAAF will present all VCAAAF contracts for the Summit to the County for its review and approval prior to VCAAAF's entry into such contracts.

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6. The County will set the overall budget for the Summit based on the County's initial payment of \$20,000 to VCAAAF so that VCAAAF can pay the deposit to reserve the hotel venue for the Summit (to be later reimbursed by VCAAAF), projected registration fees to be paid by Summit attendees, the amount of outside sponsor donations anticipated to be received from all sources for the Summit, as well as any other fund-raising efforts generating revenue to support the Summit. VCAAAF will be bound by the initial Summit budget approved by the County, and as the County may revise the Summit budget, from time to time, based on actual revenues received by VCAAAF. The overall Summit budget will include a 10% (ten percent) administrative fee, based on Summit revenues that VCAAAF receives from all sources, to be paid to VCAAAF for the services that VCAAAF provides pursuant to this Agreement.
7. The County will determine the amount of fees to be charged to Summit attendees.
8. The County will manage the creation of, and authorize all Summit advertising, flyers, mailers, public service announcements and other publicity for the Summit, consistent with the budget approved by the County. VCAAAF will pay for advertisements, flyers, and mailers, and other publicity for the Summit at County direction in accordance with the amount for advertising provided for in the Summit Budget.
9. After the Summit is held, if Summit revenue should exceed Summit costs after VCAAAF's payment of all Summit expenses (including reimbursement to the County of the \$20,000 paid by the County to VCAAAF to enable VCAAAF to pay a deposit to hold the hotel venue for the Summit, and payment of the 10% (ten percent) administrative fee to be paid to VCAAAF pursuant to this Agreement), the Parties agree that any excess funds shall be retained by VCAAAF as a bonus. If a County audit of VCAAAF books and records for the Summit is requested, and/or has not yet been completed, the payment of a bonus to VCAAAF shall be deferred pending completion of the County's audit, and audit confirmation of the surplus amount.
10. Notwithstanding section 9, should the Summit be cancelled and not rescheduled for any reason, VCAAAF shall first use the Summit funds being held in trust by VCAAAF to pay back the donations received for funding of the Summit. After donations are repaid by VCAAAF to donors, the County will provide sufficient additional funds to VCAAAF to reimburse any attendance fees paid by persons who have registered to attend the Summit and to pay outstanding Summit invoices and contractual obligations incurred in accordance with this Agreement, including payment of the 10% administration fee to be paid to VCAAAF. Any portion of the deposit paid to hold the hotel venue site that is reimbursable at time of cancellation, shall be returned to the County.
11. The County will organize and manage a Summit Planning Group which will include both County representatives as members, and representatives of non-County entities as members. VCAAAF agrees to designate one representative of VCAAAF to actively participate in the Summit Planning Group.
12. The Summit Planning Group will conduct philanthropic outreach to obtain additional support for Summit programs and expenses. The Summit Planning Group will create and offer a sponsorship package to businesses and organizations wishing to sponsor Summit events and activities.

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13. The Summit Planning Group will select speakers for the Summit and be responsible for overseeing the preparation of the conference program.
14. The County agrees to prepare the conference program for the Summit and arrange for the printing of sufficient copies of the conference program for distribution to Summit attendees.
15. Based the budget for the Summit approved by the County, the Summit Planning Group will determine whether there will be sufficient funds available for speaker reimbursements for travel, accommodation and meals (and if so, the level of reimbursement shall be capped at the reimbursement rates set forth in the County Administrative Manual). At the direction of the Summit Planning Group, VCAAAF agrees to receive, and process reimburse requests from speakers, and provide reimbursement, consistent with the levels of support authorized by the Summit Planning Group.
16. In accordance with the Summit Budget approved by the County, VCAAAF will contract, and pay, for all ancillary services needed to ensure a high-quality Summit experience for all participants, and including, but not limited to, an American Sign Language Interpreter, Audio-Visual support, and Close-Captioning, using service vendors acceptable to the County.
17. Upon entry into this Agreement, VCAAAF shall promptly make supporting expense documentation available to the County for review upon prior request at any time during normal business hours. Such supporting documents shall include proposals, bids, quotes, receipts and evidence of product delivery or service completion, depending on the type and form of outreach expenditure, activity, or expense. After the Summit, the County shall have the right to audit VCAAAF's books and records for a period of up to two years.
18. Nothing contained in this Agreement shall be interpreted or understood by either of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and VCAAAF or VCAAAF's agents, employees, volunteers or contractors, and VCAAAF shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. VCAAAF has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. VCAAAF shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. VCAAAF agrees to be solely responsible for its own acts and those of its agents, volunteers, and employees.
19. Defense and Indemnification.
 - A) All activities and/or work to be performed by VCAAAF under this Agreement will be at the risk of VCAAAF alone. VCAAAF agrees to defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all third party claims, lawsuits, whether against VCAAAF, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the VCAAAF obligations herein described or undertaken or out of operations conducted or

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subsidized in whole or in part by VCAAAF, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County.

- B) All activities and/or work to be performed by County under this Agreement will be at the risk of County alone. County agrees to defend, indemnify, and save harmless VCAAAF, including its boards, officers, employees, agents and volunteers, against any and all third party claims, lawsuits, whether against VCAAAF, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the County obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by County, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of VCAAAF.
20. County will obtain, at its own expense, and maintain in full force during the period of the Summit, any insurance required by the hotel venue for the Summit.
21. This Agreement may only be terminated for cause based on a material breach of this Agreement by either Party upon providing 30 days' prior written notice to the other Party. Should any dispute arise, the parties shall meet and confer in good faith before providing notice of termination under this provision.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any legal proceeding brought to enforce the provisions of this Agreement shall be in Ventura County Superior Court.
23. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior written and/or oral agreements. This Agreement may only be amended in a writing duly executed by the parties hereto. Any amendment, modification, or waiver of any provision of this Agreement shall be binding only if evidenced in writing signed by the Parties.
24. This Agreement may be executed in one or more counterparts (including the signature pages), all of which shall be deemed to be one instrument. True and correct copies may be used in lieu of the original.

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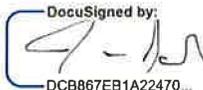
IN WITNESS WHEREOF, County and VCAAF hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month, and year above written.

COUNTY:

By: 
Sevet Johnson PsyD
County Executive Officer
County of Ventura

Date: 3/13/2024

VENTURA COUNTY AREA AGENCY ON AGING FOUNDATION:

By: 
DCB867EB1A22470...
James Schicker
Chairperson
Ventura County Area Agency on Aging Foundation

Date: 3/12/2024

By: 
61687958BE274CF...
Rick Barnes
Secretary
Ventura County Area Agency on Aging Foundation

Date: 3/13/2024

