



**VENTURA COUNCIL
OF GOVERNMENTS**

AGENDA
VENTURA COUNCIL OF GOVERNMENTS
ADMINISTRATIVE COMMITTEE
(Conference Call)
Thursday, March 26, 2020, 2:00 p.m.
33 East High St., Suite 200, Moorpark, CA 93021

AGENDA REPORTS AND OTHER DISCLOSABLE PUBLIC RECORDS RELATED TO OPEN SESSION AGENDA ITEMS ARE AVAILABLE ON THE VCOG WEBSITE UNDER AGENDA AND MINUTES AT WWW.VENTURACOG.ORG AND AT THE PRINCIPAL VCOG BUSINESS OFFICE LOCATED AT 33 EAST HIGH STREET, SUITE 200, MOORPARK, CALIFORNIA BY APPOINTMENT [(805) 217-9448] DURING REGULAR BUSINESS HOURS, MONDAY THROUGH FRIDAY, 9:00 A.M. TO 4:00 P.M.

- 1. Call to Order**
- 2. Public Statements**
- 3. Adoption of January 23, 2020 Committee Meeting Summary** (*Attached*)
- 4. Executive Director's Report**
 - Financial Report (*Attached*)
 - Legislative Update- LOCC 2020 Strategic Priorities (*Attached*)
 - Annual Dinner – Provisional Plans for Cancellation or Rescheduling
- 5. VCOG - 2020-2021 Operating Budget-** (*Attached*)-Review staff-recommended VCOG Operating Budget for F.Y. 2020-2021 and recommend consideration by the full Council on May 14, 2020.
- 6. Approval of Independent Contractor Agreement with Hugh Riley, Professional Management, LLC for Executive Director/Administrative Services.** (*Attached*) Review Independent Contractor Agreement for Executive Director/Administrative Services and recommend consideration by the full Council on May 14, 2020.
- 7. Establishment of Agenda for May 14, 2020 VCOG Meeting- Possible Topics Suggested:**
 - Economic Development Collaborative regarding how to resurrect small businesses in the aftermath.
 - Impact on cities lost revenue, and programs available to help them from lost revenue.
 - Local Action-Vaping Threat
 - Energy Upgrade CA Presentation
 - Update from Interface on 211 System.

Adjournment

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file with the VCOG Executive Director and are available for public inspection. If you have any questions regarding any agenda item, contact the Executive Director at (805) 217-9448.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director. Notification 48 hours before the meeting will allow VCOG to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35, 102-35. 104 ADA Title II).

VCOG ADMINISTRATIVE COMMITTEE

January 23, 2020
Meeting Summary

ITEM 3

1. Call to Order - 2:00 p.m.

Members: Chair Parvin, Chair-elect Crosswhite, Immediate Past Chair Adam, At-Large Member Kildee, At-Large Member Holmgren. Staff: Executive Director Riley, Roger Pichardo, Sr. Management Analyst, City of Camarillo

Absent: None

2. Public Statements - None

3. November 21, 2019 Meeting Summary - The meeting Summary of the November 21, 2019 Committee Meeting was approved as published.

4. 2020 VCOG Program of Priorities- The Committee discussed the Draft 2020 Program of Priorities and made changes to be recommended to the full Council at their March 12, 2020 Meeting.

5. 2020 VCOG Legislative Program - The Committee discussed the Draft 2020 Legislative Program and made changes to be recommended to the full Council at their March 12, 2020 Meeting.

6. Executive Director's Report –

- **Financial Report**- The Financial Report was distributed by Riley. It includes reconciled bank statements for October, November and December, 2019 that were not available (reconciled) by the time the January 9, 2020 VCOG Council Meeting Agenda was published.

- **Legislative Update** –Senator Wiener has introduced amendments to **SB 50, the More HOMES Act of 2020**. Last year, this bill, which the League opposed unless amended, was held in the Senate Appropriations Committee and did not advance. While the League fully supports the bill's underlying goal of increasing housing supply, there were significant concerns that it would undermine local decision-making and community-based land use planning. The League's January 14, 2020 letter to Sen. Portantino, Chair, Senate Appropriations, outlining their concerns with the bill as amended in May of last year is attached. VCOG sent a similar letter. The bill became eligible for action again on Jan. 1 and faces a Jan. 31 deadline to pass the Senate.

Currently, amendments are being proposed that are intended to give cities some flexibility to develop their own housing plans to increase housing options. Cities who don't develop their own plans within a set time-frame could face losing control over their zoning to standards set forth in the bill.

The League's housing lobbyist Jason Rhine and legal counsel have reviewed the January amendments and are continuing to recommend that the League oppose the bill unless further amendments are made to clarify the "Local Flexibility Plan's" as a viable planning option.

AB 1905 (Chiu) Housing and Homeless Response Fund - AB 1905 will create a permanent source of funding to address homelessness by eliminating tax breaks for vacation homes and our state's wealthiest homeowners. Reforming California's mortgage interest deduction policy would help us alleviate the incredible suffering on our streets. Existing law requires the Governor to create the Homeless Coordinating and Financing Council and requires the council to, among other things, identify and seek funding opportunities for state entities that have programs to end homelessness. This bill, for taxable years beginning on or after January 1, 2020, and with respect to acquisition indebtedness (Mortgage Interest) initially incurred by a taxpayer on or after January 1, 2018, would reduce the above-described limit on the aggregate amount treated as acquisition indebtedness from \$1,000,000, or \$500,000 in the case of a married individual filing a separate return, to \$750,000 and \$375,000, respectively. The bill, for taxable years beginning on or after January 1, 2020, would also disallow the deduction of acquisition indebtedness with respect to a qualified residence of a taxpayer other than the principal residence.

- **RHNA Update** – SCAG's Regional Council approved the Draft RHNA Allocation Methodology on November 7, 2019 for HCD's review for statutory compliance. SCAG received the attached letter from HCD stating their review finds the draft SCAG RHNA Methodology furthers the five statutory objectives of RHNA. With HCD's review and findings in compliance with the statutory objectives, SCAG staff will proceed with recommendation of the Regional Council approved Draft RHNA Methodology as the Final RHNA Methodology, through the RHNA Subcommittee and CEHD policy committee, with adoption by the Regional Council scheduled for March 5, 2020.

- **Annual SCAG Conference & General Assembly-** Schedule permitting, Riley requested approval to attend SCAG's Annual Conference and General Assembly in Palm Desert on May 6-8, 2020 per VCOG's Staff Travel Policy. SCAG has offered a complementary registration (\$250.00) so the only cost would be for lodging and mileage which is estimated to be \$600. The Request was approved by the Committee.

- **AB 5 (Gonzalez)- VCOG Independent Contractor Status-** AB 5 attempts to clarify and codify existing law as established in the case of Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) Cal. 5th 903. Sec. 1(c)(1)(A), Chapter 296 (AB 5) includes exceptions for "Professional Services." It cites specific examples but provides no logic for their relativity or similarity to "professions" that are not included in the bill's text. The Independent Contractor Agreement between VCOG and Hugh Riley. Following the Dynamex Supreme Court Decision, VCOG sought legal advice regarding its effect on the Executive Director's status as an independent contractor. (See Attached Staff Memorandum) In the attorney's verbal opinion, the language included in the case would have no impact. However the attorney advised VCOG to revisit the matter prior to the renewal of the agreement with Riley which is set to expire on June 30, 2020.

The sweeping impact of AB5 on small business and non-profits will likely produce significant litigation but also amending legislation during this session. To avoid the expense of further legal advice, staff recommends that VCOG await further clarification of AB 5's applicability and include in the new agreement, language that would provide VCOG with an option to terminate the relationship or offer employment.

Council Reorganization-Filling Vacancies- Riley Reminded Members to seek their staff's assistance to inform VCOG when Members and Alternates are named for 2020.

7. Establish Agenda for March 12, 2020 Council Meeting – After considerable discussion the Committee decided to invite the following to make presentations at the March 12, 2020 Council Meeting:

- Representative from Ventura County Public Health to discuss County Pandemic Plan
- Bill Camarillo, Agromin, to discuss the Recycling World Crises.

Other topics mentioned included-

- Public Safety Power Shutoff
- Katie Beck of Cal State Channel Islands- Preparing our graduates for the new world (Designated for May Meeting)
- Local Action-Vaping Threat
- Energy Upgrade CA Presentation

Adjournment – The meeting adjourned at 3:45 p.m.


Next Meeting – January 23, 2020 at 2:00 PM.



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 4.1

MEMORANDUM

TO: Administrative Committee
FROM: Hugh R. Riley, Executive Director 
SUBJECT: Financial Report
DATE: March 26, 2020

Recommendation:

Receive and file Financial Report for Period ending March 23, 2020.

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the period ending March 23, 2020.

In addition to the \$3,000 contribution from SCAG, staff has secured an additional sponsor (SCE for \$3,000) for the Annual Dinner scheduled for June 11, 2020. In the event the Annual Dinner is cancelled, these contributions will be refunded to the sponsors.

ATTACHMENTS: Balance Sheet – As of March 23, 2020
Profit and Loss – July 1, 2018 to March 23, 2020
Budget vs. Actual – July 1, 2018- March 23, 2020

Ventura Council of Governments

BALANCE SHEET

As of March 23, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5797	-3,967.50
BofA - 9045	63,308.88
BofA CD - 8339	20,211.73
BofA MM - 1346	0.39
BofA MM - 2635	47,079.22
Wells Fargo	0.00
Wells Fargo - 3905	0.00
Wells Fargo - 4715	0.00
Total Bank Accounts	\$126,632.72
Accounts Receivable	
Accounts Receivable (A/R)	6,155.00
Total Accounts Receivable	\$6,155.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$132,787.72
Other Assets	
Fraud	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$132,787.72
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	-3,049.88
Total Accounts Payable	\$ -3,049.88
Other Current Liabilities	
Payroll Liabilities	-1.04
Total Other Current Liabilities	\$ -1.04
Total Current Liabilities	\$ -3,050.92
Total Liabilities	\$ -3,050.92
Equity	
Opening Balance Equity	111,292.08
Unrestricted Net Assets	-13,809.67
Net Income	38,356.23
Total Equity	\$135,838.64
TOTAL LIABILITIES AND EQUITY	\$132,787.72

Ventura Council of Governments

PROFIT AND LOSS

July 1, 2019 - March 23, 2020

	TOTAL
Income	
Annual Dinner Sponsorship	6,000.00
Annual Dinner Tickets	255.00
Dues Assessments	64,992.00
Other Types of Income	
Bank Interest	218.62
Total Other Types of Income	218.62
Total Income	\$71,465.62
GROSS PROFIT	\$71,465.62
Expenses	
Contract Services	
Accounting Fees	675.00
Executive Administration	27,562.50
Total Contract Services	28,237.50
Operations	
Printing and Copying	351.29
Website	755.00
Total Operations	1,106.29
Other Types of Expenses	
Insurance - Liability, D and O	1,761.30
Total Other Types of Expenses	1,761.30
Travel and Meetings	
Conference and Meetings	2,004.30
Total Travel and Meetings	2,004.30
Total Expenses	\$33,109.39
NET OPERATING INCOME	\$38,356.23
NET INCOME	\$38,356.23

Ventura Council of Governments

BUDGET VS. ACTUALS: VENTURA COUNCIL OF GOVERNMENTS - FY20 P&L

July 2019 - June 2020

	TOTAL		
	ACTUAL	BUDGET	REMAINING
Income			
Annual Dinner Sponsorship	6,000.00	3,000.00	-3,000.00
Annual Dinner Tickets	255.00	500.00	245.00
Dues Assessments	64,992.00	64,992.00	0.00
Other Types of Income			
Bank Interest	218.62	508.00	289.38
Total Other Types of Income	218.62	508.00	289.38
Total Income	\$71,465.62	\$69,000.00	\$ -2,465.62
GROSS PROFIT	\$71,465.62	\$69,000.00	\$ -2,465.62
Expenses			
Contract Services			
Accounting Fees	675.00	1,500.00	825.00
Audit		5,150.00	5,150.00
Executive Administration	27,562.50	45,000.00	17,437.50
Legal Fees		350.00	350.00
Total Contract Services	28,237.50	52,000.00	23,762.50
Operations			
Printing and Copying	436.88	500.00	63.12
Supplies		200.00	200.00
Website	755.00	1,700.00	945.00
Total Operations	1,191.88	2,400.00	1,208.12
Other Types of Expenses			
Insurance - Liability, D and O	1,761.30	1,700.00	-61.30
Total Other Types of Expenses	1,761.30	1,700.00	-61.30
Travel and Meetings			
Annual Dinner		7,500.00	7,500.00
Conference and Meetings	2,004.30	4,400.00	2,395.70
Travel		1,000.00	1,000.00
Total Travel and Meetings	2,004.30	12,900.00	10,895.70
Total Expenses	\$33,194.98	\$69,000.00	\$35,805.02
NET OPERATING INCOME	\$38,270.64	\$0.00	\$ -38,270.64
NET INCOME	\$38,270.64	\$0.00	\$ -38,270.64

LEAGUE OF CALIFORNIA CITIES

2020 Strategic Priorities

Throughout the state, city leaders – urban, suburban and rural – work hard every day to improve the quality of life for their residents. To meet this commitment to our communities, city leaders come together annually and set the League of California Cities strategic priorities, to strengthen our cities as vibrant places to live, work, and play. We stand ready to work collaboratively with the Governor, the Legislature and other stakeholders to accomplish these strategic priorities in 2020.

1. **Improve the supply and affordability of housing.** Provide cities with financial tools to increase construction of housing, particularly for vulnerable populations, reform state regulatory barriers, and ensure cities retain flexibility based on the size, geography, demographics, impact mitigation and land use needs of each community.
2. **Advocate for increased funding and resources to prevent homelessness and assist individuals experiencing homelessness.** Secure additional resources and flexibility to provide navigation assistance, emergency shelters and permanent supportive housing and strengthen partnerships with stakeholders to ensure mental health, substance abuse treatment, and wraparound services are available for adults and youth at risk of – or already experiencing – homelessness in our communities.
3. **Address cities' fiscal sustainability to deliver essential services and meet pension obligations.** Raise awareness among stakeholders about the fiscal challenges cities face and work collaboratively to secure new revenue tools and flexible prudent policies to ensure cities are able to provide essential services to their residents while maintaining their ability to meet pension obligations.
4. **Strengthen community and disaster preparedness, public safety, and resiliency.** Improve community resiliency to disasters and environmental threats, and strengthen infrastructure stability and control, through expanding partnerships, including state and federal agencies, and securing additional resources and support for climate change adaptation, planning, preparedness, response, recovery, and sustainability in our cities.
5. **Address public safety concerns of California cities.**
 - Reform recently enacted criminal justice laws — enacted by both statute and initiative — that have eroded public safety protections of California residents through the passage of the Police Chiefs/Grocer's-sponsored criminal justice reform measure eligible for the November 2020 state ballot, or by equivalent reforms achieved through legislative action.
 - Protect public safety by reducing access to firearms by the mentally ill.
 - Support additional tools and resources to address critical community challenges such as homelessness, mental health, domestic violence, drug rehabilitation, human trafficking and workforce development for ex-offender reentry.



**VENTURA COUNCIL
OF GOVERNMENTS**

ITEM 5

MEMORANDUM

TO: Administrative Committee
FROM: Hugh Riley, Executive Director 
SUBJECT: Fiscal Year 2020/2021 Budget
DATE: March 26, 2020

Recommendation:

The Administrative Committee should review and discuss the proposed VCOG Operating Budget for F.Y. 2020-2021 and recommend approval by the Full Council on May 14, 2020.

Discussion:

The VCOG Joint Powers Authority Agreement Section 23 requires that a budget be adopted, and dues be approved, at the last regular meeting of the Governing Body prior to June 30 of each year or at the first meeting, regular or special, of the Governing Body after June 30. This report transmits the proposed VCOG Budget for Fiscal Year 2020/2021.

Fiscal Year 2019/2020 Expenditures

Fiscal Year 2019/2020 total expenditures are estimated to be \$75,189. The 2019-2020 Amended Budget totaled \$76,500 leaving a probable unexpended fund balance of \$1,311. Estimated expenses for Executive Administration (Executive Director) \$45,000 are within the budgeted \$45,000.

2020/2021 Estimated Revenue

Considering the commitment from SCAG for \$3,000 donation for the June 11, 2020, Annual Dinner, annual revenue is budgeted at \$69,000 including a conservative estimate for interest income from the Reserve Fund. In addition, based on past experience \$255 has been budgeted as income from guest ticket sales for the annual dinner. Thus the proposed expenditure plan for Fiscal Year 2020/2021 is \$69,000. If, for any reason, the Annual Dinner is cancelled, any sponsorship payments will be refunded to the sponsor.

2020/2021 Proposed Expenditures

The Executive Administration line item has been maintained at \$45,000 which conforms to the services contract submitted on March 26 2020. Accounting Fees and Audit are presented as separate line items at \$1,500 and \$5,250 respectively. This reflects the current fee estimate from the auditor for the 2019-2020 Audit and a change in bookkeeping services in December.

Separate line items for Insurance and Legal Services have also been included in the budget based on the existing Alliant insurance policy premium and the agreement with Myers, Widder, Gibson, Jones & Feingold, LLP. \$7,500 has been budgeted for the Annual Dinner; \$5,000 for Conference and Meetings and; \$1,000 for staff Travel. The Miscellaneous Expense Line Item has been eliminated.

Staff is recommending the Council consider a policy that, while certain budgeted expense line items may be exceeded due to unexpected cost increases or other circumstances, the **Total Expenditure** amount may not be exceeded. This will avoid the necessity to adopt budget amendments for minor line item overruns. By practice, line item cost overruns shall not exceed 10% of the original line item without approval by the Administrative Committee. Thus the legal level of budgetary control, the level at which expenditures cannot legally exceed the appropriated amount, is exercised at the fund level.

Administrative Operating Costs

Expenses for office supplies, printing and copying, and Internet are based on current year's expenditures including the annual fee for the Quickbooks Program. The proposed budget for 2020-2021 continues to separate these expenses and maintains a similar overall total amount adjusted considering actual expenses in the previous year's budget.

Amended 2018-2019 Budget

Due to a previously reported ledger entry adjustment recommended by the auditor, the 2018-2019 Budget and Actual Expense has been amended as shown in Attachment A to the Budget Resolution.

Fiscal Year 2020/2021 Proposed Budget

The proposed Fiscal Year 2020/2021 budget (Attachment A) totals \$ 69,000 in order to continue operations of VCOG. Member agency Dues Assessments (Attachment B) have been maintained at the same level as 2019-2020 as they have for the past seven years.

ATTACHMENT: VCOG Resolution 2020-2 and Exhibits-Proposed Budget 2020-2021

ATTACHMENT

VENTURA COUNCIL OF GOVERNMENTS RESOLUTION NO. 2020-02

A RESOLUTION OF THE GOVERNING BODY OF THE VENTURA COUNCIL OF GOVERNMENTS ADOPTING THE FISCAL YEAR 2020/2021 BUDGET

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

SECTION 1: The Governing Body finds that a budget for Fiscal Year 2020/2021 must be adopted to fund operations for the coming year.

SECTION 2: The Governing Body agrees to adopt the proposed budget for Fiscal Year 2020/2021 as detailed in Exhibit A.

SECTION 3: The Governing Body agrees that, while certain budgeted expense line items may be exceeded due to unexpected cost increases or other circumstances, the approved Total Expenditure amount shall not be exceeded. Further, line item cost overruns shall not exceed 10% of the original line item without approval by the 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: The Governing Body agrees to adopt Member Dues Assessments for Fiscal Year 2020/2021 as detailed in Exhibit B.

PASSED AND ADOPTED this 14th day of May, 2020.

Janice Parvin, Chair

Attest:

Hugh Riley, Executive Director

EXHIBIT A

VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2020/21 PROPOSED BUDGET March 2020

Budget Item	Fiscal Year 2018/2019 Budget*	Fiscal Year 2018/2019 Actual	Fiscal Year 2019/2020 Approved	Fiscal Year 2019/2020 Est. Actual	Fiscal Year 2020/2021 Recommended
Revenues					
Dues Assessments	64,992	64,992	64,992	64,992	64,992
Other Revenue:					
Contributions (SCAG)	6,000+	6,000+	3,000	3,000	3,000
Annual Dinner Ticket Sales	1,000	1,168	500	255	255
Interest	<u>18</u>	<u>20</u>	<u>508</u>	<u>408</u>	<u>408</u>
Total Revenues	69,010	69,180	69,000	68,655	69,000
Safe Passages Grant Appr.	<u>8,000</u>	<u>8,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL REVENUES	80,010	8,160	69,000	68,655	69,000
Expenditures					
Contract Services					
Accounting Fees	1,400	1,275	1,500	1,400	1,500
Audit	5,000	5,000	5,150	5,100	5,250
Executive Administration	45,000	50,550	45,000	45,000	45,000
Legal Services	<u>4,000</u>	<u>3,962</u>	<u>350</u>	<u>0</u>	<u>150</u>
Sub-Total Contractual Svcs.	55,400	60,687	52,000	51,500	51,900
Safe Passages Grant	<u>8,000</u>	<u>8,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Contractual Svcs.	63,400	68,787	52,000	51,500	51,900
Miscellaneous Expense	125	83	0	0	0
Operations					
Printing and Copying	600	595	550	550	1,000
Office Supplies	350	88	400	165	400
Website & Accounting Program	<u>3,645</u>	<u>3,645</u>	<u>1,700</u>	<u>755</u>	<u>1,000</u>
Total Operations	4,595	4,328	2,400	1,360	2,400
Other Types of Expenses					
Bank Fees	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Insurance – Liability, D & O	<u>1,700</u>	<u>1,610</u>	<u>1,700</u>	<u>1,761</u>	<u>1,800</u>
Total Other Types of Expenses	1,700	1,610	1,700	1,761	1,800
Travel and Meetings					
Annual Dinner	7,790	7,776	7,500	7,500	7,500
Conference and Meetings	1,700	1,622	4,400	3,200	4,400
Travel – Mileage, Parking, etc.	<u>700</u>	<u>678</u>	<u>1,000</u>	<u>200</u>	<u>1,000</u>
Total Travel and Meetings	<u>10,190</u>	<u>10,076</u>	<u>13,500</u>	<u>9,224</u>	<u>12,900</u>
Total Expenditures	80,010	84,917	76,500	75,189	69,000

- As Amended
- + SCAG & SCE \$3,000 each

EXHIBIT B

VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2020/2021 DUES ASSESSMENT BY MEMBER

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

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

** May not total exactly due to rounding.



ITEM 6

MEMORANDUM

TO: Administrative Committee

FROM: Hugh Riley, Executive Director 

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

DATE: March 26, 2020

Recommendation:

It is recommended that the Administrative Committee review the Independent Contractor Agreement for Executive Director/Administrative Services and forward to the Full Council with a recommendation for approval on May 14, 2020.

Discussion:

The current Agreement for Independent Contractor Services with Hugh Riley, Professional Management will expire on June 30, 2020.

Mr. Riley has agreed to a new contract with compensation continuing at an hourly rate of \$125 per hour, as is the current compensation rate, and a total amount not to exceed \$45,000 in a fiscal year. The compensation cap is the same as in the previous contract.

As an independent contractor, Mr. Riley receives no benefits and will be responsible for any taxes as required by law. The contract term is recommended to commence upon Board approval and continue through June 30, 2022.

The attached independent contractor agreement contains provisions for contractor insurance requirements, indemnification of and by the parties, a termination clause, and dispute resolution procedures. It is recommended the Committee approve the Agreement and recommend approval by the Full Council on May 14, 2020.

Attachment: Independent Contractor Agreement

**INDEPENDENT CONTRACTOR AGREEMENT
FOR EXECUTIVE DIRECTOR SERVICES**

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES (this "Agreement") by and between the VENTURA COUNCIL OF GOVERNMENTS, a California joint powers authority ("VCOG"), and Hugh Riley Professional Management, LLC, a California Limited Liability Corporation ("Contractor"), is made and entered, and approved as of the 14th day of May, 2020 (the "Effective Date"). VCOG and Contractor are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

AGREEMENT

1.0 POSITION AND DUTIES

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

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

1.3 Independent Contractor.

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

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

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

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

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

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

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

2.0 COMPENSATION

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

3.0 TERM

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

3.2. Term. Unless earlier terminated in accordance with Section 3.3 below, this Agreement shall be in effect until June 30, 2022. Any extension beyond such date shall be evidenced by a writing signed by the Parties.

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

4.0 VCOG REVIEW

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

5.0 INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

6.0 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

7.0 GENERAL PROVISIONS

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

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

To VCOG:

Chair of the Board
VCOG

To Contractor:

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

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

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

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

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

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

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

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

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

(b) The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration,

or other proceeding related to or arising under this Agreement if that Party refused or failed to participate in mediation in good faith pursuant to this Section 7.9.

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

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

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

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

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

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

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

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

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

7.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages

executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient on the next business day following the email or facsimile transmission.

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

“VCOG”

Ventura Council of Governments, a
California Joint Powers Authority

By: Janice Parvin, Chair of the Council

“CONTRACTOR”

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

By: Hugh Riley, Owner

EXHIBIT "A"
DESCRIPTION OF VCOG EXECUTIVE DIRECTOR FUNCTIONS AND DUTIES

Essential Duties:

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2020

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

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

PRODUCER Independent Executive Insurance Brokers 207 W. Los Angeles Ave., #363 Moorpark CA 93021		CONTACT NAME: Robert Sichmeller PHONE (A/C, No, Ext): (805) 624-4815 E-MAIL: robert@ieibrokers.com ADDRESS:		FAX (A/C, No): (805) 579-6103
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY (13579
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-6K257679-20-42	02/05/2020	02/05/2021	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-6K257679-20-42	02/05/2020	02/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
			\$				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$	
						AGGREGATE \$	
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Ventura Council of Governments P.O. Box 157 Moorpark CA 93021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert C. Sichmeller</i>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.