



# VENTURA COUNCIL OF GOVERNMENTS

## AGENDA

The meeting will be via Zoom Webinar  
PUBLIC ACCESS LINK

<https://us02web.zoom.us/j/83600420316?pwd=aGVQVmlhV2x4SmR4VHJmKy8ycGJ0dz09>

Thursday, June 11, 2020

5:00 p.m.

*In light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the Guidance for Gatherings issued by the California Department of Public Health, councilmembers will participate in the meeting from individual remote locations, which is in accordance with the Governor's Executive Order. Members of the public are encouraged to attend the meeting remotely. Persons who wish to address the council on an item to be considered at this meeting are asked to submit comments in writing to the council at [ridgeriley@msn.com](mailto:ridgeriley@msn.com) by 4:30 PM, Thursday, June 4, 2020. Due to the current circumstances if you would like to ask a question or offer a verbal public comment on any item on the agenda during the meeting, please e-mail your question or public comment to [ridgeriley@msn.com](mailto:ridgeriley@msn.com). Any question or public comment received will be read into the record during the public comment portion of this meeting. In compliance with the American's with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Council meeting, please contact VCOG staff at 805 217-9448. Notification of at least 48 hours prior to the meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

**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](http://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 – Written Report Sent With Agenda Message

## MEMBERS

City of Camarillo  
Kevin Kildee, Member  
Susan Santangelo, Alternate

City of Fillmore  
Tim Holmgren, Member  
Alternate- To Be Named

City of Moorpark  
Janice Parvin, Member  
David Pollock, Alternate

City of Ojai  
Ryan Blatz, Member  
Randy Haney, Alternate

City of Oxnard  
Tim Flynn, Member  
Oscar Madrigal, Alternate

City of Port Hueneme  
Sylvia Muñoz Schnopp, Member  
Will Berg, Alternate

City of San Buenaventura  
Lorrie Brown, Member  
Cheryl Heitman, Alternate

City of Santa Paula  
Jenny Crosswhite, Member  
Rick Araiza, Alternate

City of Simi Valley  
Ruth Luevanos, Member  
Mike Judge, Alternate

City of Thousand Oaks  
Al Adam, Member  
Alternate - To Be Named

County of Ventura  
Bob Huber, Member  
John Zaragoza, Alternate

5. **AGENCY REPORTS – Oral Reports If Representatives Attend**

- A. Southern California Association of Governments
- B. Ventura County Transportation Commission
- C. League of California Cities
- D. Other

6. **CONSENT CALENDAR**

- A. **Summary of March 12, 2020 Meeting p. 4** – Approve Meeting Summary for the January 9, 2020. **Action:** Approve Meeting Summary as published.
- B. **Financial Report p. 8** - Approve Ventura Council of Governments Financial reports for the Budget Period April 1, 2020 June 11, 2020. **Action:** Approve Financial Report
- C. **Register of Warrants & Debit Card Transactions p. 12** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from March 6, 2020 to June 11, 2020. **Action:** Approve Register of Warrants and Debit Card Transactions.
- D. **Approval of Independent Contractor Agreement** Review Agreement with Hugh Riley, Professional Management, LLC for Executive Director/ Administrative Services. p. 15 **Action:** Approve and Authorize Chair to Execute Independent Contractor Agreement.
- E. **VCOG – Audited Financial Statements- 2018-2019- p. 27** Review Financial Statements. VCOG Financial Statement for 2018-2019 are available on the VCOG Website- [www.venturacog.org](http://www.venturacog.org). **Action: NONE**

7. **PRESENTATION ITEMS**

- A. **Fiscal Year 2020/2021 Budget p. 55** - The review and discuss the proposed VCOG Operating Budget for F.Y. 2020-2021 and Adopt VCOG Resolution No. 2020-02. **Rescind** VCOG Resolution No. 2016-02 Establishing Restricted Reserve Fund **Action:** Adopt VCOG No. Resolution No. 2020-02  
**Action:** Adopt VCOG No. Resolution No. 2020-03 (by separate motion)
- B. **Lloyd DeLlamas- HdL Companies p. 62** Presentation by Lloyd DeLlamas- Executive Chairman of HdL Companies on the COVID-19 Impact on local government revenue, and resources available to help them recover. Impact on cities lost revenue, and programs available to help them from lost revenue. (Power Point). **Action: NONE**
- C. **Bruce Stenslie, President/CEO- Economic Development Collaborative-Ventura County p. 64** - Resurrecting small businesses in the aftermath of COVID-19 Restrictions. There is assistance available. (Power Point). **Action: NONE**

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

Any Council Member present may propose items for placement on a future agenda. Members may discuss whether or not the item should be placed on the agenda and the description of the agenda item.

**9. ADJOURNMENT: Next Meeting- November 12, 2020**

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. 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).



**MEETING SUMMARY**

**ITEM 6A**

March 12, 2020

5:00 p.m.

City of Camarillo, Council Chambers  
601 Carmen Drive, Camarillo, CA 93010

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**1. CALL TO ORDER & FLAG SALUTE** – The meeting was called to Order at 5:03 PM by Chair Parvin. The Flag Salute was led by Council Member Huber.

**2. ROLL CALL**

**Present:**

Janice Parvin, City of Moorpark  
Al Adam, City of Thousand Oaks  
Jenny Crosswhite, City of Santa Paula  
– Kevin Kildee, City of Camarillo  
Ruth Luevanos, City of Simi Valley  
Will Berg, City of Port Hueneme (Alternate)  
Lorrie Brown, City of San Buenaventura  
Tim Flynn, City of Oxnard  
Tim Holmgren, City of Fillmore  
Bob Huber, Supervisor, County of Ventura

**Absent:** Ryan Blatz, City of Ojai

**Guests:**

Bill Camarillo, Agromin  
Barbara Spraktes-Wilkins, Sr. Epidemiologist, EMS-Emergency Preparedness &  
Communicable Disease Office, Ventura County Public Health.  
Melody Rafelson, Supervisor Huber's Office

**3. PUBLIC COMMENT – NONE**

**4. EXECUTIVE DIRECTOR'S REPORT** – Riley reported on the following:

- **2020 Legislative Session** – Some 2,500 bills were introduced in the legislature by the deadline with 800 having some impact on local governments.

On January 30, SB 50 (Weiner) fell three votes short of passing. In a statement following the bill's demise, Senate pro Tem Atkins acknowledged that opponents had real concerns with SB 50 and the need to reset the conversation. She also committed to meeting in the coming weeks with stakeholders on all sides to find a way forward on a housing production bill that could pass both houses and get the Governor's signature. Even with a great sense of urgency in the Legislature and with the Governor to find alternative proposals to spur housing production this year, no funding for this goal was included in the Governor's recently released State budget which boasts a \$5 to \$7 billion surplus.

The latest group of "Affordable Housing" bills are taking aim at local government development fees (impact fees). Led by Assembly Members David Chiu (D. San Francisco) and Assembly Member Tim Grayson (D. Concord), state lawmakers have announced a series of bills to limit local development fees that add to the cost of new housing units. Another bill would require the state to reimburse local governments that waive development fees for affordable housing projects but a source for these funds has not been identified.

- **League of Cities Housing Production Proposal** - Over the last three years nearly 50 housing bills have been signed into law to spur housing production. Meanwhile, construction continues to fall short of State housing goals. Gov. Newsom, the Legislature, and the League are eager to address the housing supply and affordability crisis gripping many regions of the state. Improving the supply and affordability of housing is a League 2020 strategic priority. Recently the League Board of Directors approved a housing production proposal. (Attached)

- **Ventura County General Plan Update** – The County of Ventura is undertaking a comprehensive update of its General Plan. The current plan was last updated in 2005. And has not had a comprehensive update since 1988. The Draft 2020 General Plan was released to the public in January 2020. VCOG has been designated as an entity which shall be provided the opportunity to review and comment on the document. The review period commenced on February 14 and concludes on Monday, March 30, 2020.

A Draft Environmental Impact Report (EIR) was also released for public review and comment. The 45-day comment period began on January 13, 2020 and ended on Thursday, February 27, 2020. *(Relevant Notices are attached)*

- **SCAG-RHNA Subcommittee Meeting- February 24, 2020-** The SCAG RHNA Subcommittee met in a Special Meeting on February 24, 2020 to consider staff recommendations for the Final RHNA Methodology and 6th Cycle Appeals Procedures. The Subcommittee recommended approval to the Community, Economic and Housing Development Committee (CEHD) for further recommendation of the proposed final RHNA methodology. However, they also requested as part of their action to provide an analysis of an alternate methodology proposed by the City of Cerritos for the CEHD agenda/meeting.

- **SCAG Update on Final Vision for Connect SoCal** – On February 23, 2020 the Ventura County CEO and City Managers received an update on the Connect SoCal Growth Vision of population, households, and employment at the neighborhood level (i.e. Transportation Analysis Zone (TAZ)), as some technical edits have been made since the release of the Draft Connect SoCal plan. The SCAG Transmittal Letter is attached. The referenced attachments may be obtained from your staff or I would be happy to provide you with a copy upon request.

- **VCOG Administrative Committee**-The Committee will meet on Thursday, March 26, 2020 at 2:00 PM; to review the proposed VCOG Budget and Member Assessments for 2020-2021; Consider renewal of the Independent Contractor Agreement with Hugh Riley, Professional Management, LLC for Executive Director Services and; to establish the Agenda for the May 14, 2020 Council Meeting Agenda.

- **Channel Counties Division Meeting and Dinner-** The event was scheduled for Saturday, March 21, 2020 in Solvang. However, due to unprecedented issues surrounding COVID-19 health challenges the Channel Counties Division is rescheduling the event to April.

- **VCOG Annual Dinner- Date Change-** Due to event venue availability situation, the date for the Annual VCOG Dinner in Moorpark has been changed to Thursday, June 11, 2020 at the Moorpark Country Club. Please save the date on your calendar and plan to attend.
- **Council Reorganization-Filling Vacancies-** Reminder to Members/Alternates – When your council/board reorganizes for 2020, please ask your city clerk to notify VCOG as soon as possible when your city's council member and alternate are named.
- **Communication-** To assist me with improving staff/member communication, please provide me with your daytime telephone number. (Mobile if possible) and your preferred email address on the form provided. Frequently, emails with Agendas and other important information are not checked by members on a daily basis, preventing a reply (when requested). Your assistance with this information will be most appreciated. I will not release your mobile number or email without your permission.

## 6. CONSENT CALENDAR

- Summary of January 9, 2020 Meeting** – Approve Meeting Summary for the January 9, 2020. **Action:** Approve Meeting Summary as published.
- Financial Report** - Approve Ventura Council of Governments Financial reports for the Budget Period December 31, 2019 to February 29, 2020. **Action:** Approve Financial Report
- Register of Warrants & Debit Card Transactions** - Approve the Register of Warrants for Expenditures and Debit Card Transactions incurred from December 31, 2019 to March 6, 2020 to. **Action:** Approve Register of Warrants and Debit Card Transactions.
- 2020 VCOG Program of Priorities** - Review of Program of Priorities for 2020 with changes recommended by the Administrative Committee for **Action:** Review and Approve 2020 VCOG Program of Priorities.
- 2020 VCOG Legislative Program** - Review and Approve VCOG Legislative Program for 2020 with changes recommended by the Administrative/Legislative Committee. **Action:** Review and Approve 2020 VCOG Legislative Program.
- VCOG Investment Policy- VCOG Resolution 2020-01** – Review Ventura Council of Governments Investment Policy governing the management of VCOG funds. **Action:** adopt VCOG Resolution No. 2020-01
- Retroactive Amendment to Independent Contractor Agreement** Retroactive Amendment to Independent Contractor Agreement with Hugh Riley, Professional Management, LLC for Executive Director/ Administrative Services Increasing Compensation Limit to \$50,550 for F.Y. 2018-2019 Only. **Action:** Approve Retroactive Amendment No. 1 to Agreement

**Motion** was made by Member Huber to approve the Consent Calendar. The Motion was **Seconded** by Member Adam. The Motion carried without opposition

## 7. PRESENTATION ITEMS

- Are We Ready? A Report On The Ventura County Pandemic Plan** - Barbara Spraktes-Wilkins, Sr. Epidemiologist, EMS-Emergency Preparedness and Communicable Disease Office at Ventura County Public Health (VCPH) presented a

report on the County's Pandemic Preparedness Plan. The COVID-19 Virus was discussed extensively. Council Members asked numerous questions.


- B. Recycling- A World Challenge- Bill Camarillo, Agromin** – Mr. Camarillo, President of Agromin, provided some facts about the critical importance of recycling to the world's sustainable resources challenge and discussed today's market conditions for various recycled and reprocessed commodities. Mr. Camarillo also explained some of the processes his company utilizes for recycling/reprocessing various waste streams and several projects that are in the works for new facilities. He also provided a chronology of various state laws and how they impact cities.
- 8. BOARD MEMBER COMMENTS & REQUESTS FOR FUTURE AGENDA ITEMS – NONE**
- 9. ADJOURNMENT** - Meeting adjourned at 6:35 p.m. to May 14, 2020



**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 6B**

**MEMORANDUM**

**TO:** Council Members and Alternates  
**FROM:** Hugh R. Riley, Executive Director  
**SUBJECT:** Financial Report   
**DATE:** June 11, 2020

**Recommendation:**

Receive and file Financial Report for Period ending June 1, 2020.

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**Discussion:**

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period from March 6, 2020 to June 1, 2020

**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- 7/1/19	Rate	Balance
Bank of A	Maximizer 2635	N/A	\$ 6.11	0.03%*	\$47,080.79
Bank of A	91000164558339	7/7/21,	\$ 271.08**	1.79%	\$20,271.08

\* Variable

\*\* Earned but not paid

NOTE: For Account security reasons and on advice from our auditors, monthly bank statements **will no longer be included** with the Council Meeting Agenda materials on posted on the website. Members wishing to review the statements and reconciliation reports should contact staff.

**ATTACHMENTS:** Balance Sheet – June 1, 2020  
Profit and Loss – July 1, 2019 to June 1, 2020  
Budget vs. Actual - July 1, 2019 to June 30, 2020



# Ventura Council of Governments

## PROFIT AND LOSS

July 1, 2019 - June 1, 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	218.60
<b>Total Other Types of Income</b>	<b>218.60</b>
<b>Total Income</b>	<b>\$71,465.60</b>
<b>GROSS PROFIT</b>	<b>\$71,465.60</b>
Expenses	
Contract Services	
Accounting Fees	785.00
Audit	5,000.00
Executive Administration	38,875.00
<b>Total Contract Services</b>	<b>44,660.00</b>
Operations	
Printing and Copying	439.10
Website	755.00
<b>Total Operations</b>	<b>1,194.10</b>
Other Types of Expenses	
Insurance - Liability, D and O	1,761.30
<b>Total Other Types of Expenses</b>	<b>1,761.30</b>
Travel and Meetings	
Conference and Meetings	1,994.20
<b>Total Travel and Meetings</b>	<b>1,994.20</b>
<b>Total Expenses</b>	<b>\$49,609.60</b>
<b>NET OPERATING INCOME</b>	<b>\$21,855.90</b>
<b>NET INCOME</b>	<b>\$21,855.90</b>

# Ventura Council of Governments

## BALANCE SHEET

As of June 1, 2020

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
BoFA - 5797	-905.0
BoFA - 9045	45,961.0
BoFA CD - 8339	20,211.7
BoFA MM - 1346	0.3
BoFA MM - 2635	47,079.2
Wells Fargo	0.0
Wells Fargo - 3905	0.0
Wells Fargo - 4715	0.0
<b>Total Bank Accounts</b>	<b>\$112,347.4</b>
Accounts Receivable	
Accounts Receivable (A/R)	-
<b>Total Accounts Receivable</b>	<b>\$3,155.0</b>
Other Current Assets	
Undeposited Funds	0.0
<b>Total Other Current Assets</b>	<b>\$0.0</b>
<b>Total Current Assets</b>	<b>\$115,502.4</b>
Other Assets	
Fraud	0.0
<b>Total Other Assets</b>	<b>\$0.0</b>
<b>TOTAL ASSETS</b>	<b>\$115,502.4</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	-3,934.6
<b>Total Accounts Payable</b>	<b>\$ -3,934.6</b>
Other Current Liabilities	
Payroll Liabilities	-1.0
<b>Total Other Current Liabilities</b>	<b>\$ -1.0</b>
<b>Total Current Liabilities</b>	<b>\$ -3,935.6</b>
<b>Total Liabilities</b>	<b>\$ -3,935.6</b>
Equity	
Opening Balance Equity	111,292.0
Unrestricted Net Assets	-13,709.9
Net Income	21,855.9
<b>Total Equity</b>	<b>\$119,438.0</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$115,502.4</b>

# 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
<b>Total Other Types of Income</b>	<b>218.62</b>	<b>508.00</b>	<b>289.38</b>
<b>Total Income</b>	<b>\$71,465.62</b>	<b>\$69,000.00</b>	<b>\$ -2,465.62</b>
<b>GROSS PROFIT</b>	<b>\$71,465.62</b>	<b>\$69,000.00</b>	<b>\$ -2,465.62</b>
Expenses			
Contract Services			
Accounting Fees	785.00	1,500.00	715.00
Audit	5,000.00	5,150.00	150.00
Executive Administration	38,875.00	45,000.00	6,125.00
Legal Fees		350.00	350.00
<b>Total Contract Services</b>	<b>44,660.00</b>	<b>52,000.00</b>	<b>7,340.00</b>
Operations			
Printing and Copying	439.10	500.00	60.90
Supplies		200.00	200.00
Website	755.00	1,700.00	945.00
<b>Total Operations</b>	<b>1,194.10</b>	<b>2,400.00</b>	<b>1,205.90</b>
Other Types of Expenses			
Insurance - Liability, D and O	1,761.30	1,700.00	-61.30
<b>Total Other Types of Expenses</b>	<b>1,761.30</b>	<b>1,700.00</b>	<b>-61.30</b>
Travel and Meetings			
Annual Dinner		7,500.00	7,500.00
Conference and Meetings	1,994.28	4,400.00	2,405.72
Travel		1,000.00	1,000.00
<b>Total Travel and Meetings</b>	<b>1,994.28</b>	<b>12,900.00</b>	<b>10,905.72</b>
<b>Total Expenses</b>	<b>\$49,609.68</b>	<b>\$69,000.00</b>	<b>\$19,390.32</b>
<b>NET OPERATING INCOME</b>	<b>\$21,855.94</b>	<b>\$0.00</b>	<b>\$ -21,855.94</b>
<b>NET INCOME</b>	<b>\$21,855.94</b>	<b>\$0.00</b>	<b>\$ -21,855.94</b>



**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:** June 11, 2020

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**Recommendation:**

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from April 1, 2020 to June 3, 2020

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**Discussion:**

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period April 1, 2020 to June 3, 2020.

It is prepared in addition to the Financial Report so that the Council may be fully informed as to the expenditure of funds for services and other costs to the organization.

**ATTACHMENTS:** Warrant and Debit Card Registers

# Register of Debit Card Transactions Ventura Council of Governments

June 11, 2020

Transactions from April 1, 2020 to June 3, 2020

<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
3951	04/16/20	ZOOM USA	04/16/20	Conference Call Services	\$ 14.99
3951	04/20/20	<u>WWW.TOTEM.COM</u>	04/27/20	Unauthorized Charged-Disputed	\$ 37.09
3951	04/27/20	Bank of America	04/27/20	Temporary Credit Adjustment	\$ (37.09)

**Register of Warrants**  
**Ventura Council of Governments**  
**March 12, 2020**  
Transactions from April 1, 2020 to June 03, 2011

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
378	03/26/20	TLH Staffing Services	03/11/19*	Bookkeeping Services	\$ 110.00
379	04/01/20	Hugh Riley Pro. Mangmt. LLC	04/01/20	Executive Administration- Mar.	\$ 4,500.00
380	04/03/20	PostNet CA 110	04/01/20	Printing and Copying	\$ 87.81
381	05/02/20	Hugh Riley Pro. Mangmt. LLC	05/01/20	Executive Administration- Apr.	\$ 2,562.50
382	-----VOID- Due To Printing Malfunction-----				
383	05/08/20	EideBailly,	04/30.20	Auditing Services	\$ 5,000.00
384	06/03/20	Hugh Riley Pro. Mangmt. LLC	06/01/20	Executive Administration- Apr.	\$ 2,562.50




**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 6D**

**MEMORANDUM**

**TO:** Council Members and Alternates

**FROM:** Hugh Riley, Executive Director 

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

**DATE:** June 11, 2020

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**Recommendation:**

It is recommended that the Council review and approve the Independent Contractor Agreement for Executive Director/Administrative Services. The VCOG Administrative Committee reviewed the Agreement at their meeting on March 26, 2020 and is recommending approval.

**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 without prior authorize from the Administrative Committee. 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.

**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 11th day of June, 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 without authorization from the Administrative Committee 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](mailto: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: Bob Huber, Chair of the Board

“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.**     -

<b>ADMINISTRATIVE SERVICES</b>	
▪	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
▪	Oversee CALCOG involvement for VCOG
▪	SCAG Committee appointments/appointments to external boards (by VCOG)
▪	Oversee VCOG legal counsel activities
▪	Maintain VCOG identity materials (letterhead, envelopes, etc.)
▪	VCOG Bylaws review
▪	VCOG General Assembly
▪	Maintain and update all VCOG guidance documents, JPAs, Bylaws, etc.
<b>FINANCIAL SERVICES</b>	
•	Accounting of all VCOG financials
•	Accounts payable processing
•	Check register
•	Audit coordination and support



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



# 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).

<b>PRODUCER</b> Independent Executive Insurance Brokers 207 W. Los Angeles Ave., #363  Moorpark CA 93021	<b>CONTACT NAME:</b> Robert Sichmeller <b>PHONE (A/C, No, Ext):</b> (805) 624-4815 <b>FAX (A/C, No):</b> (805) 579-6103 <b>E-MAIL ADDRESS:</b> robert@iei brokers.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY (</td> <td>13579</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY (	13579	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  Hugh Riley Professional Management 33 High Street  Moorpark CA 93021															

## 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"/> PROJECT <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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

Ventura Council of Governments P.O. Box 157  Moorpark CA 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>
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**VENTURA COUNCIL  
OF GOVERNMENTS**

**MEMORANDUM**

**ITEM 6E**

**TO:** Council Members and Alternates

**FROM:** Hugh Riley, Executive Director

**SUBJECT:** Audited Financial Statements F.Y. 2018-19

**DATE:** June 11, 2020

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**Recommendation:** Receive and file the Ventura Council of Governments' Audited Financial Statement for the fiscal year ended June 30, 2019.

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**Discussion:**

This report transmits the Ventura Council of Governments' (VCOG) audited financial statements for the fiscal year ended June 30, 2019.

The Fiscal Year 2018/2019 audited financial statements are presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with generally accepted auditing standards by independent certified public accountants. The auditors, EideBailyCPA's & Business Advisors, previously issued an unqualified opinion on the Ventura Council of Government's financial statements for the year ended June 30, 2019.

Management assumes full responsibility for the completeness and reliability of all of the information presented in this report, based upon a framework of internal controls established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

As a result of their audit and as discussed with staff, the auditors are recommending:

1. Council formalize policies and procedures, and review their closing and financial reporting process to ensure that the financial statements are reviewed for accuracy and completeness, and financial activities are presented in accordance with GAAP.

There were no irregularities noted and no corrective actions required by the audit. The Ventura Council of Governments ended Fiscal Year 2017/2018 with an unrestricted ending fund balance of \$ 97,312.

The VCOG 2018-2019 Audited Financial Statements have been posted on VCOG's Website - [www.venturacog.org](http://www.venturacog.org).

**Attachments:**

- Basic Financial Statements with Independent Auditors' Report
- SAS 114 Letter
- Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance



Basic Financial Statements  
for the Fiscal Year Ended June 30, 2019  
**Ventura Council of Governments**

## Basic Financial Statements For the Year Ended June 30, 2019

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## Independent Auditor's Report

Board of Directors  
Ventura Council of Governments  
Ventura, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the general fund of the Ventura Council of Governments (Council), as of and for the year ended June 30, 2019, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the Council as of June 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Prior-Year Comparative Information*

The financial statements include partial or summarized prior year comparative information. Such information does not include all of the information required to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2018, from which such partial or summarized information was derived.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 30, 2020, on our consideration of the Council's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Council's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Council's internal control over financial reporting and compliance.

Handwritten signature of Erik Bailly in cursive script.

Rancho Cucamonga, California  
April 30, 2020



## **VENTURA COUNCIL OF GOVERNMENTS**

### **Management's Discussion and Analysis**

As management of the Ventura Council of Governments (VCOG), we offer readers of VCOG's financial statements this narrative overview and analysis of VCOG's financial activities for the fiscal year ended June 30, 2019.

#### **Overview of the Financial Statements**

This discussion and analysis are intended to serve as an introduction to VCOG's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required supplementary information.

**Government-wide Financial Statements.** The government-wide financial statements are designed to provide readers with a broad overview of VCOG's finances in a manner similar to a private-sector business.

The statement of net position presents information on all of VCOG's assets and liabilities, with the difference between assets and liabilities reported as net position. Over time, increases or decreases in net position may serve as a useful indication on whether the financial position of VCOG is improving or deteriorating.

The statement of activities presents information showing how VCOG's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this same statement for some items that will only result in cash flows in future fiscal periods. The government-wide financial statements may be found on pages 6-7.

**Fund Financial Statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. VCOG, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

*Governmental Funds.* Governmental fund financial statements focus on near-term inflows and outflows of spendable resources as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. VCOG consists of a single governmental fund. The fund financial statements may be found on page 8-9.

**VENTURA COUNCIL OF GOVERNMENTS**  
**Management's Discussion and Analysis**  
**June 30, 2019**

**Government-wide Financial Analysis**

The total net position of VCOG was \$97,312 at June 30, 2019 (as noted in Table 1). In comparison, the total net position of VCOG at June 30, 2018 was \$110,208. VCOG's net position at June 30, 2019 was unrestricted, meaning there are no external restrictions placed on the future use of the organization's net position.

Table 1  
**VENTURA COUNCIL OF GOVERNMENTS**  
**Net Position at June 30:**

	<u>Governmental Activities</u>		<u>Percent</u>
	<u>2019</u>	<u>2018</u>	<u>Change</u>
<b>Assets:</b>			
Current assets	\$ 103,420	\$ 110,265	
Total Assets	<u>103,420</u>	<u>110,265</u>	-6.2%
<b>Liabilities:</b>			
Current liabilities	6,108	57	
Total Liabilities	<u>6,108</u>	<u>57</u>	10616%
<b>Net Position:</b>			
Unrestricted	97,312	110,208	
Total Net Position	<u>\$ 97,312</u>	<u>\$ 110,208</u>	-11.7%

The total net position of VCOG decreased by \$12,896, or 11.7%, during fiscal year 2018-2019. This means that expenses exceeded revenues, on a full accrual basis, by \$12,896 for the year. Charges for services were 86.2% higher than in fiscal year 2017-18, and expenses were 29.1% higher. The increase in Charges for services was due to an increase in sponsorship funds received for the Annual Dinner and sales of tickets for the Annual Dinner. The increase in expenses can be attributed to increased spending for the June 2019 Annual Dinner and increased legal expense to obtain advice concerning the Dynamex Operations West, Inc. v. Superior Court of Los Angeles Decision, where expenses were \$3,292 higher in fiscal year 2018-19 compared to fiscal year 2017-18. During the current year liabilities increased due to two transactions (Executive Admin: \$5,875 and Printing and Copying: \$86) that were incurred in June 2019 but paid in July 2019.

**VENTURA COUNCIL OF GOVERNMENTS**  
**Management's Discussion and Analysis**  
**June 30, 2019**

Table 2  
Changes in Net Position  
For the Year Ended:

	Governmental Activities		Percent
	2019	2018	Change
Revenues:			
Program revenues:			
Charges for Services	\$ 7,167	\$ 3,850	86.2%
Operating Grants and Contributions	64,992	64,992	0%
General Revenues:			
Investment earnings	20	25	-20%
Total revenues	72,179	68,867	5%
Expenses:			
General government	85,075	65,888	29%
Change in Net Position	(12,896)	2,979	-533%
Net position - beginning of year	110,208	107,229	2.8%
Net position - end of year	\$ 97,312	\$ 110,208	-11.7%

**Financial Analysis of the General Operating Fund**

VCOG maintains a single government fund called the General Operating Fund. As of June 30, 2019, total revenues, assets, liabilities and expenditures of the General Operating Fund are the same as total assets, liabilities, revenues and expenses as shown on the government-wide financial statements.

VCOG's revenues for fiscal year 2018-2019 came from membership dues as well as a Southern California Association of Governments and Southern California Edison Sponsorships of \$3,000 each for the Annual Dinner and sales of tickets for the Annual Dinner. There were no changes in the dues structure from fiscal year 2017-18 to fiscal year 2018-19.

**General Operating Fund Budgetary Highlights**

The VCOG Board of Directors adopted a formal budget for the fiscal year ended June 30, 2019 on May 10, 2018. The new budget featured several changes including subsequent amendments in reaction to unanticipated costs:

- Transfer of \$8,000 from Reserve Fund for Safe Passages Research Grant to CLU.
- Increase (by amendment) in Annual Dinner Expense from \$6,000 FY 2017-18 to \$7,500 in FY 2018-19.
- Increase (by amendment) in Website Expense from \$550 to \$3,645 to update VCOG's Website.
- Increase (by amendment) in Legal Service Expense from \$400 to 4,000 to address Dynamex Decision Issues.

**Contacting VCOG Management**

Questions concerning any of the information provided in this report or requests for additional information should be addressed to the VCOG Executive Director, 33 East High Street, Suite 200, Moorpark, CA 93021, P.O. Box 157, Moorpark, California 93020.

**VENTURA COUNCIL OF GOVERNMENTS**  
**Statement of Net Position**  
**June 30, 2019**  
**(With Comparative Totals for June 30, 2018)**

	Governmental Activities	
	2019	2018
<b>Assets:</b>		
Cash and Cash Equivalents (note 2)	\$ 99,546	\$ 110,265
Accounts Receivable	3,874	-
Total Assets	<u>103,420</u>	<u>110,265</u>
<b>Liabilities:</b>		
Accounts Payable	<u>6,108</u>	<u>57</u>
<b>Net Position:</b>		
Unrestricted	97,312	110,208
Total Net Position	<u>\$ 97,312</u>	<u>\$ 110,208</u>

The accompanying notes are an integral part of these financial statements.

# VENTURA COUNCIL OF GOVERNMENTS

## Statement of Activities Year Ended June 30, 2019 (With Comparative Totals for June 30, 2018)

	Expenses	Program Revenues		Governmental Activities	
		Charges for Services	Operating Grants and Contributions	2019 Net (Expense) Revenue	2018 Net (Expense) Revenue
<b>Governmental Activities:</b>					
General Government	\$ 85,075	\$ 7,167	\$ 64,992	\$ (12,916)	\$ 2,954
<b>General Revenues:</b>					
Unrestricted Investment Earnings				20	25
Change in Net Position				(12,896)	2,979
Net Position at Beginning of Year				110,208	107,229
Net Position at End of Year				\$ 97,312	\$ 110,208

The accompanying notes are an integral part of these financial statements.

**VENTURA COUNCIL OF GOVERNMENTS**

**Governmental Funds  
Balance Sheet – General Fund  
June 30, 2019  
(With Comparative Totals for June 30, 2018)**

	<u>2019</u>	<u>2018</u>
<b>Assets:</b>		
Cash and Cash Equivalents (note 2)	\$ 99,546	\$ 110,265
Accounts Receivable	3,874	-
Total Assets	<u>\$ 103,420</u>	<u>\$ 110,265</u>
 <b>Liabilities and Fund Balances</b>		
<b>Liabilities:</b>		
Accounts Payable	<u>6,108</u>	<u>57</u>
 <b>Fund Balances:</b>		
Committed	67,000	67,000
Unassigned	30,312	43,208
Total Fund Balances	<u>97,312</u>	<u>110,208</u>
Total Liabilities and Fund Balances	<u>\$ 103,420</u>	<u>\$ 110,265</u>

The accompanying notes are an integral part of these financial statements.

**VENTURA COUNCIL OF GOVERNMENTS**

**Governmental Funds  
Statement of Revenues, Expenditures and Changes in Fund Balances – General Fund  
Year Ended June 30, 2019  
(With Comparative Totals for June 30, 2018)**

	<u>2019</u>	<u>2018</u>
<b>Revenues:</b>		
Charges for Services	\$ 7,167	\$ 3,850
Contributions	64,992	64,992
Investment Income	20	25
Total Revenues	<u>72,179</u>	<u>68,867</u>
<b>Expenditures:</b>		
Current:		
General Government:		
Professional Services	68,787	51,381
Operations	4,499	-
Travel and Meetings	10,076	-
Other	1,713	14,507
Total Expenditures	<u>85,075</u>	<u>65,888</u>
<b>Net Change in Fund Balances</b>	(12,896)	2,979
Fund Balance, Beginning of Year	110,208	107,229
Fund Balance, End of Year	<u>\$ 97,312</u>	<u>\$ 110,208</u>

The accompanying notes are an integral part of these financial statements.

## VENTURA COUNCIL OF GOVERNMENTS

### Notes to the Basic Financial Statements Year Ended June 30, 2019

#### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Reporting Entity:** The Ventura Council of Governments (Council) was established by a voluntary joint powers agreement on December 1, 1992 representing the 10 cities within Ventura County as well as the County. This Joint Powers Agency was established under Organization of Title 1, Division 7, Chapter 5 of the California Government Code Section 6503.5. The purpose of the Council is to facilitate cooperative sub-regional and regional planning, coordination and technical assistance on issues of mutual concern.

There are many other governmental agencies, including the County of Ventura and the Ventura County Transportation Commission, providing services within the area served by the Council. These other governmental agencies have independently elected governing boards and consequently are not under the direction of the Council. Financial information for these agencies is not included in the accompanying financial statements.

**Financial Statement Presentation:** The Council's basic financial statements consist of government-wide financial statements, including a statement of net position and statement of activities, and fund financial statements.

The accompanying financial statements are presented in conformity with accounting principles generally accepted in the United States of America for governmental units as prescribed by the Governmental Accounting Standards Board (GASB).

**Government-Wide Financial Statements:** The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the activities of the Council. These statements report governmental activities, which normally are supported by general and intergovernmental revenues.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. For the Council, contributions represent member agency dues. Investment earnings and other items not properly included among program revenues are reported instead as *general revenues*.

In the fiscal year ended June 30, 2019, the government-wide financial statements under full accrual were the same as the fund financial statements under modified accrual.

**Fund Financial Statements:** The underlying accounting system of the Council is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the Council's governmental funds are presented after the government-wide financial statements. The emphasis on fund financial statements is on major governmental funds, each displayed in a separate column. The Council has only one fund, the General Fund. The General Fund is the general operating fund of the Council.



## VENTURA COUNCIL OF GOVERNMENTS

### Notes to the Basic Financial Statements Year Ended June 30, 2019

#### ***NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)***

**Measurement Focus and Basis of Accounting:** The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Council considers revenues to be available if they are collected within 180 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred.

Revenues susceptible to accrual include member agency dues and interest revenue.

**Cash and Cash Equivalents:** The Council maintains cash and cash equivalents in accordance with its investment policy. The investment policy complies with, or is more restrictive than, applicable state statutes.

The cash of the Council is deposited in an interest bearing bank account.

**Fund Balance:** The Council maintains its equity in accordance with the fund balance policy.

In the fund financial statements, governmental funds report nonspendable, restricted, committed, assigned and unassigned fund balances to identify the extent to which the Council is bound to honor constraints on the specific purposes for which amounts can be spent.

**Nonspendable fund balance:** includes assets that are not in spendable form (i.e. prepaid items) or are legally or contractually required to be maintained intact (i.e. permanent endowments).

**Restricted fund balance:** includes amounts that are constrained by the specific purpose stipulated by external resource providers and/or imposed constitutionally or by enabling legislation.

**Committed fund balance:** includes amounts that can be used for specific purposes determined by formal action of the government's highest level of decision-making authority by resolution or formal board action. The Board of Directors, as the Council's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken. Committed amounts cannot be used for any other purpose unless the Council removes or changes the specific use through the same type of formal action taken to establish the commitment. As of June 30, 2019, total committed fund balance was \$67,000.

**Assigned fund balance:** includes amounts that are intended by the government to be used for specific purposes, but are neither committed nor restricted. The Council has designated the authority to assign amounts used for specific purposes to the Executive Director.

**Unassigned fund balance:** includes the residual funds for the General Fund and all amounts not contained in the other classifications.

## VENTURA COUNCIL OF GOVERNMENTS

### Notes to the Basic Financial Statements Year Ended June 30, 2019

#### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

When both restricted and unrestricted resources are available for use, it is the Council's policy to use restricted resources first and then unrestricted resources in the following manner: committed, assigned and unassigned.

**Net Position:** In the government-wide financial statements, net position represents the difference between assets and liabilities and is classified as unrestricted net position.

**Unrestricted net position** represents those assets that are available for general use.

When both restricted and unrestricted resources are available for use, it is the Council's policy to use restricted resources first and then unrestricted resources, as they are needed.

**Use of Estimates:** The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures in the financial statements. Actual results could differ from those estimates.

**Prior Year Data:** Selected information regarding the prior year has been included in the accompanying financial statements. This information has been included for comparison purposes only and does not represent a complete presentation in accordance with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Council's prior year financial statements for the year ended June 30, 2018, from which this selected financial data was derived.

#### **Implementation of New GASB Pronouncements:**

**Adopted in the Current Year:** The Council has determined that the requirements of these statements do not have a material impact to the financial statements:

GASB Statement No. 83 – In November 2016, GASB issued Statement No. 83, *Certain Asset Retirement Obligations*. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018, or the 2018-2019 fiscal year.

GASB Statement No. 88 – In April 2018, GASB issued Statement No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements*. The Statement is effective for the reporting periods beginning after June 15, 2018, or the 2018-2019 fiscal year.

**Effective in Future Fiscal Years:** The Governmental Accounting Standards Board (GASB) has issued the following pronouncements prior to June 30, 2019, that have effective dates which may impact future financial statement presentation. The effect of these statements is currently under review by the Council:

GASB Statement No. 84, *Fiduciary Activities*

GASB Statement No. 87, *Leases*

GASB Statement No. 89, *Accounting For Interest Cost Incurred Before the End of a Construction Period*

GASB Statement No. 90, *Majority Equity Interests – an amendment of GASB Statements No. 14 and No. 61*

GASB Statement No. 91, *Conduit Debt Obligations*

GASB Statement No. 92, *Omnibus 2020*

GASB Statement No. 93, *Replacement of Interbank Offered Rates*

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

## VENTURA COUNCIL OF GOVERNMENTS

### Notes to the Basic Financial Statements Year Ended June 30, 2019

#### NOTE 2 – CASH AND CASH EQUIVALENTS

The unexpended cash of the Council is deposited in an interest bearing bank account. The carrying value of cash as of June 30, 2019 was \$99,546.

**Investments Authorized by the Council's Investment Policy:** The table below identifies the investment types that are authorized for the Council by the California Government Code and the Council's investment policy. The table also identifies certain provisions of the California Government Code (or the Council's investment policy, if more restrictive) that addresses interest rate risk, credit risk, and concentration of credit risk.

Investment Types Authorized by State Law	Maximum Maturity	Maximum Investment of Portfolio	Maximum in One Issuer
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptances	180 days	40%	30%
Negotiable Certificates of Deposit	5 years	30%	None
County Pooled Investment Fund	N/A	None	None
Local Agency Investment Fund	N/A	None	None

**Custodial Credit Risk:** Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Council's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure Council deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. The first \$250,000 of the deposit balance is federally insured and the remaining balance is collateralized in accordance with the California Government Code.

#### NOTE 3 – RISK MANAGEMENT

The Council has general liability insurance coverage. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. There have been no claims or insurance settlements for the past three years and the Council has no liability at June 30, 2019 for unpaid claims.

## **VENTURA COUNCIL OF GOVERNMENTS**

### **Notes to the Basic Financial Statements Year Ended June 30, 2019**

#### ***NOTE 4 – SUPPORT SERVICES***

The Council has no employees. The Council contracts with its current Executive Director. During the fiscal year ended June 30, 2019, the Council paid \$50,550 for Executive Director support services to perform management and administrative services. The expenditures for the Council are included in professional services in the fund financial statements.

#### ***NOTE 5 – COMMITMENTS AND CONTINGENCIES***

The Council's management is not aware of any outstanding claims or litigation. The Council has limited revenue sources from member dues. It is dependent on continued available funding.

## REQUIRED SUPPLEMENTARY INFORMATION

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# VENTURA COUNCIL OF GOVERNMENTS

## General Fund Budgetary Comparison Schedule Year Ended June 30, 2019

	2019			Variances with
	Budgeted Amounts		2019	Final Budget
	Original	Final	Actual	Positive (Negative)
<b>Revenues:</b>				
Charges for Services	\$ 3,500	\$ 6,500	\$ 7,167	\$ 667
Contributions	64,992	64,992	64,992	-
Investment Income	8	18	20	2
Safe Passages Appropriation	8,000	8,000	-	(8,000)
Total Revenues	76,500	79,510	72,179	(7,331)
<b>Expenditures:</b>				
Current:				
General Government:				
Professional Services	51,700	63,400	68,787	(5,387)
Operations	1,500	5,310	4,499	811
Travel and Meetings	13,500	8,900	10,076	(1,176)
Other	9,800	1,900	1,713	187
Total Expenditures	76,500	79,510	85,075	(5,565)
<b>Net Change in Fund Balances</b>	-	-	(12,896)	(12,896)
Fund Balance, Beginning of Year	110,208	110,208	110,208	-
Fund Balance, End of Year	\$ 110,208	\$ 110,208	\$ 97,312	\$ (12,896)

See accompanying notes to the required supplementary information.

## **VENTURA COUNCIL OF GOVERNMENTS**

### **Notes to Required Supplementary Information Year Ended June 30, 2019**

#### ***NOTE 1 – BUDGETARY DATA***

The annual budget serves the fiscal period from July 1 through June 30 and is a vehicle that accurately and openly communicates the Council's priorities to the community, businesses, vendors and other public agencies. Also, the budget provides the foundation of financial planning by providing resources planning and controls that permit the evaluation and adjustment of the Council's performance.

Budgets are prepared in accordance with generally accepted accounting principles using the modified accrual basis of accounting. Budgeted amounts are as originally adopted, or as amended in accordance with prescribed procedures throughout the fiscal year.

The adopted budget can be amended by the Council to change both appropriations and estimated revenues as unforeseen circumstances come to management's attention. Increases and decreases in revenue and appropriations require approval by the Council Board. Expenditures may not exceed total appropriations at the individual object level. Any transfer of appropriations between object levels is delegated by the Council to the Executive Director. It is the practice of the Council's management to review the budget quarterly and, if necessary, recommend changes to the Board.

The legal level for budgetary control (the level at which expenditures may not legally exceed appropriations) is at the object level: Professional Services and Other Expenditures. Any transfer of appropriations between object levels within the same budget unit must be authorized by the Council.

#### ***NOTE 2 – EXPENDITURES IN EXCESS OF APPROPRIATIONS***

Expenditures for the year ended June 30, 2019, exceeded appropriation sin the following categories:

- Professional Services expenditures exceeded the legal level for budgetary control by \$5,387 due to additional administrative services provided by the Executive Director.
- Travel and Meeting expenditures exceeded the legal level for budgetary control by \$1,176 due to additional expenses associated with the Annual Dinner Meeting.



April 30, 2020

To the Board of Directors  
Ventura Council of Governments  
Ventura, California

We have audited the financial statements of the governmental activities and the general fund of the Ventura Council of Governments (Council) as of and for the year ended June 30, 2019, and have issued our report thereon dated April 30, 2020. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing  
– Standards and *Government Auditing Standards***

As communicated in our letter dated February 10, 2020 our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Council solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding a material weakness during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated April 30, 2020.

**Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.



## **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Council is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during fiscal year 2019. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

## **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

## **Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole.

The following misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- Accrual for services performed during the year ended June 30, 2019, but paid for subsequent to year end. As a result, accounts payable liabilities and general government expenditures were understated by \$5,961

#### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Council's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

#### **Representations Requested from Management**

We have requested certain written representations from management which are included in the management representation letter dated April 30, 2020.

#### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

#### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the Council, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Council's auditors.

This report is intended solely for the information and use of the Board of Directors, and management of the Council and is not intended to be, and should not be, used by anyone other than these specified parties.



Rancho Cucamonga, California



**Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards**

To the Board of Directors  
Ventura Council of Governments  
Ventura, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and the general fund as of and for the year then ended June 30, 2019, and the related notes to the financial statements, which collectively comprise Ventura Council of Government's (Council) basic financial statements and have issued our report thereon dated April 30, 2020.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Council's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal control. Accordingly, we do not express an opinion on the effectiveness of the Council's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and responses as item 2019-001 that we consider to be a material weakness.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Council's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Response to Findings**

The Council's response to the findings identified in our audit are described in the accompanying schedule of findings and responses. The Council's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California  
April 30, 2020

## VENTURA COUNCIL OF GOVERNMENTS

### SCHEDULE OF FINDINGS AND RESPONSES FOR THE YEAR ENDED JUNE 30, 2019

#### Finding 2019-001

##### FINANCIAL REPORTING

###### Criteria:

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein and for the fair presentation of the financial statements in conformity with U.S. Generally Accepted Accounting Principles (GAAP). This requires management to work through the financial reporting process to accumulate, reconcile, and summarize information for inclusion in the annual financial statements.

###### Condition:

*Material Weakness* – The Council maintains its books and records on the cash basis of accounting and did not prepare entries to reflect the accrual/modified accrual basis of accounting. During the audit we identified an adjustment which was corrected by management for the following:

- \$5,961 accrual for services performed during the year ended June 30, 2019, but paid for subsequent to year end.

###### Context:

The condition noted above was identified during the testing of transactions related to the Council's financial statement line items.

###### Effect:

As a result of the financial reporting process utilized by the Council, the trial balance provided during the audit process required adjustments to fairly present the year-end balances.

###### Cause:

The trial balance was recorded on a cash basis and not on the accrual/modified accrual basis of accounting. The Council's procedures over the closing and financial reporting process did not identify the year-end accrual.

###### Recommendation:

We recommend that the Council formalize policies and procedures, and review their closing and financial reporting process to ensure that the financial statements are reviewed for accuracy and completeness, and financial activities are presented in accordance with GAAP.

**VENTURA COUNCIL OF GOVERNMENTS**

**SCHEDULE OF FINDINGS AND RESPONSES  
FOR THE YEAR ENDED JUNE 30, 2019**

**View of Responsible Official and Planned Corrective Actions:**

We acknowledge the Auditor's finding regarding the posting of expenses and will adhere to the posting all expenses on an accrual basis, that is, in the Fiscal Year in which they were incurred rather than the Fiscal Year they are actually paid.



**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 7A**

**MEMORANDUM**

**TO:** Council Members and Alternates

**FROM:** Hugh Riley, Executive Director

**SUBJECT:** Fiscal Year 2020/2021 Budget

**DATE:** June 11, 2020

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**Recommendation:**

1. The review and discuss the proposed VCOG Operating Budget for F.Y. 2020-2021 and Adopt VCOG Resolution No. 2020-02
2. Adopt VCOG Resolution No. 2020-03 Rescinding VCOG Resolution No. 2016-02, Restricting Reserve Funds.

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**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. The VCOG Admin Committee reviewed and approved the proposed budget at their March 26, 2020 meeting.

Fiscal Year 2019/2020 Expenditures

Fiscal Year 2019/2020 total expenditures are estimated to be \$57,981. Since the Annual Dinner scheduled for June 9, 2020 has been rescheduled to September 24, 2020 due to the COVID-19 Pandemic, the planned expense and associated revenue will be carried forward to the new fiscal year. The 2019-2020 Amended Budget totaled \$69,000 leaving a probable unexpended fund balance of \$10,014. The actual fund balance will be carried forward to 2020-2021 on June 31, 2020 with the adoption of the 2020-21 Operating Budget.

2020/2021 Estimated Revenue

Considering the probable commitment from SCAG and SCE for \$6,000 sponsorship donations for the June 10, 2021, Annual Dinner, annual revenue is budgeted at \$77,942 including a conservative estimate for interest income from the Reserve Fund. In addition, based on past experience and a possible reluctance by invited guests and paid guests due to the social distancing setting in September 2020, only \$500 has been budgeted as income from guest ticket sales for both dinner events. Thus the proposed expenditure plan for Fiscal Year 2020/2021 is \$77,942.

## 2020/2021 Proposed Expenditures- Detail

The Executive Administration line item has been maintained at \$45,000 which conforms to the services contract submitted for consideration on June 11 2020. Accounting Fees have been increased to \$2,550 and Audit Fees have increased to \$5,250. This reflects the current fee estimate from the auditor for the 2019-2020 Audit and a change in bookkeeping services in December 2020 owing to an increase in hourly charges.

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. \$15,000 has been budgeted for the 2020 and 2021 Annual Dinner Events; \$4,842 for Conference and Meetings and; \$1,000 for staff Travel. The Miscellaneous Expense and Bank Fees Line Items have 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.

### Annual Dinner Events

Since there will be two dinner events during the next fiscal year, (September 24, 2020 and June 10, 2021) \$15,000 has been budgeted for these expenses (\$7,500 per event). Event Sponsors, SCAG and SCE have agreed to sponsor the 2020 event. An additional \$3,000 from each sponsor has been budgeted for the June 2021 Event. When added to the funds carried forward from F.Y. 2019-2020, the total income excluding ticket sales for both events is \$12,000.

### 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 \$ 77,942 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.



### Discontinue Restricted Reserve Fund

To permit access to VCOG Reserve Funds for special projects approved by the Council, staff is recommending rescinding VCOG Resolution No. 2016-02, adopted on September 8, 2016. This Resolution directed that a Restricted Reserve Fund be maintained with a minimum to correspond approximately to the total VCOG Operating Budget for a full fiscal year. VCOG Resolution 2020-03 rescinds VCOG Resolution 2016-02.

**ATTACHMENTS:**    **A. VCOG Resolution 2020-2 and Exhibits-Proposed Budget 2020-2021**  
                         **B. VCOG Resolution 2020-3 Rescinding VCOG Resolution 2016-02**

# **ATTACHMENT A**

## **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 11<sup>th</sup> day of June, 2020.

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Janice Parvin, Chair

Attest:

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Hugh Riley, Executive Director

# EXHIBIT A

## VENTURA COUNCIL OF GOVERNMENTS FISCAL YEAR 2020/21 PROPOSED BUDGET June 2020

<u>Budget Item</u>	<u>Fiscal Year 2018/2019 Budget*</u>	<u>Fiscal Year 2018/2019 Actual</u>	<u>Fiscal Year 2019/2020 Approved</u>	<u>Fiscal Year 2019/2020 Est. Actual</u>	<u>Fiscal Year 2020/2021 Recommended</u>
<b>Revenues</b>					
<b>Dues Assessments</b>	64,992	64,992	64,992	64,992	64,992
<b>Other Revenue:</b>					
Contributions (SCAG&SCE)	3,000	6,000	3,000	6,000	12,000+
Annual Dinner Ticket Sales	1,000	1,168	500	255	500
<b>Interest</b>	<u>18</u>	<u>20</u>	<u>508</u>	<u>408</u>	<u>450</u>
<b>Total Revenues</b>	69,010	69,180	69,000	68,655	77,942
Safe Passages Grant Appr.	<u>8,000</u>	<u>8,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL REVENUES</b>	80,010	77,180	69,000	71,697	77,942
<b>Expenditures</b>					
<b>Contract Services</b>					
Accounting Fees	1,400	1,275	1,500	1,400	2,550
Audit	5,000	5,000	5,150	5,000	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>100</u>
<b>Sub-Total Contractual Svcs.</b>	55,400*	60,687	52,000	51,400	52,900
Safe Passages Grant	<u>8,000</u>	<u>8,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Contractual Svcs.</b>	63,400	68,787	52,000	51,400	52,900
<b>Miscellaneous Expense</b>	125	83	0	0	0
<b>Operations</b>					
Printing and Copying	600	595	500	500	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>
<b>Total Operations</b>	4,595	4,328	2,400	1,420	2,400
<b>Other Types of Expenses</b>					
Insurance – Liability, D & O	<u>1,700</u>	<u>1,610</u>	<u>1,700</u>	<u>1,761</u>	<u>1,800</u>
<b>Total Other Types of Expenses</b>	1,700	1,610	1,700	1,761	1,800
<b>Travel and Meetings</b>					
Annual Dinner (2)	7,790	7,776	7,500	-0-	15,000+
Conference and Meetings	1,700	1,622	4,400	3,200	4,842
Travel – Mileage, Parking, etc.	<u>700</u>	<u>678</u>	<u>1,000</u>	<u>200</u>	<u>1,000</u>
<b>Total Travel and Meetings</b>	<u>10,190</u>	<u>10,076</u>	12,900	3,400	20,842
<b>Total Expenditures</b>	80,010	84,917*	69,000	57,981	77,942

\* As Amended

+ SCAG & SCE \$3,000 each will be carried forward to F.Y. 2020-2021 Budget  
(There will be two dinner events- September 24, 2020 and June 10, 2021)

## 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
<b>Total</b>	<b>848,073</b>	<b>100.00%</b>	<b>\$48,745</b>	<b>\$16,247</b>	<b>\$64,992</b>

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

\*\* May not total exactly due to rounding.

## **ATTACHMENT B**

### **VENTURA COUNCIL OF GOVERNMENTS RESOLUTION NO. 2020-03**

#### **A RESOLUTION OF THE GOVERNING BODY OF THE VENTURA COUNCIL OF GOVERNMENTS RESCINDING VCOG RESOLUTION 2016-02**

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

SECTION 1: On September 8, 2016 the Governing Body adopted VCOG Resolution No. 2016-02 establishing a Restricted Reserve Fund Restricted Reserve Fund to be maintained with a minimum balance to correspond approximately to the total VCOG Operating Budget for a full fiscal year.

SECTION 2: The Governing Body now finds that, in order to facilitate the expenditure of VCOG Reserve Funds for special projects that may arise from time to time, VCOG Resolution No. 2016-02 shall be rescinded by Resolution.

SECTION 3: The Governing Body further finds that sufficient reserves may be maintained without the need to restrict funds.

PASSED AND ADOPTED this 11<sup>th</sup> day of June, 2020.

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Janice Parvin, Chair

Attest:

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Hugh Riley, Executive Director



## ITEM 7B

### MEMORANDUM

**TO:** Council Members and Alternates

**FROM:** Hugh R. Riley, Executive Director

**SUBJECT:** COVID-19 Lost Revenue Impact on State and Local Governments

**DATE:** June 11, 2020

#### **Recommendation:**

Receive Presentation by Lloyd DeLlamas- Executive Chairman-of HdL Companies on the COVID-19 Impact on local government revenue, and resources available to help them recover. Impact on cities lost revenue, and programs available to help them from lost revenue. (Power Point)

#### **Background:**

The State of California, Ventura County and its cities and school districts are experiencing billions of dollars in revenue shortfalls as well as increased expenses due to the COVID-19 Pandemic. The State of California faces a \$54.3 billion deficit across two years driven by three factors:

- \$41 billion in revenue loss
- \$7 billion increase in health and human services programs, mainly Medi-Cal, the state's health program for the poor
- \$6 billion in additional spending, mainly driven by the state's response to the pandemic.

This deficit and related budget cuts will trickle down to local governments and school districts and, when added to the losses of local sales tax revenue, will produce a financial crises for California.

Lloyd De Llamas, Executive Chairman of HdL Companies will provide up-to-date information and predictions on the magnitude of the impacts associated with the pandemic and resources available for mitigation.

Mr. deLlamas has been involved in sales tax management since 1987, and developed much of the analytical and audit methodologies used by all local governments to monitor and maximize sales and use tax revenues. He also co-founded three of our

affiliate companies: HdL Coren & Cone, Inc., HdL Software LLC, and HdL Properties LLC. Lloyd was California's first Hispanic City Manager, previously serving as City Manager of Monterey Park, Lawndale, and Woodlake, and as Assistant City Manager in Torrance and San Diego. He is a past President fo the San Gabriel Valley City Managers' Association, was one of the founding Directors of the California Redevelopment Association, and served for over 20 years on the Los Angeles County Committee on School District Organization.




**VENTURA COUNCIL  
OF GOVERNMENTS**

**ITEM 7C**

**MEMORANDUM**

**TO:** Council Members and Alternates

**FROM:** Hugh R. Riley, Executive Director 

**SUBJECT:** Resurrecting Small Businesses in the Aftermath of COVID-19 -  
Bruce Stenslie, President/CEO- Economic Development  
Collaborative-Ventura County (Power Point)

**DATE:** June 11, 2020

**Recommendation:**

Receive Presentation by Bruce Stenslie, President/CEO- Economic Development Collaborative-Ventura County about Resurrecting the County's Small Businesses in the Wake of COVID-19.

**Background:**

Business closures, plant shut-downs and employee lay-offs resulting from Social Distancing, Stay-at-Home, and other restrictions imposed by the State of California to stem the spread of the COVID-19 Virus have been devastating to many businesses in Ventura County.

Bruce Stenslie has 30 years of experience in workforce and economic development and has served since 2007 as President and CEO of the Economic Development Collaborative of Ventura County (EDC-VC). Prior to joining EDC-VC, Stenslie served as Deputy Director for the California Workforce Association, Workforce Policy Director for the City of Los Angeles, Assistant Director of the Ventura County Human Services Agency, and Executive Director of the Workforce Investment Board. Stenslie was elected Chair of the California Association for Local Economic Development in 2013. Mr. Stenslie is a Governor's Appointee to the California Workforce Development Board and serves in leadership positions for several state and local organizations including the California Stewardship Network, California Statewide Certified Development Corporation, California Small Manufacturers Health and Welfare Trust, First 5 Ventura County, Ventura County P-20 Council and the Workforce Development Board of Ventura County.