



**VENTURA COUNCIL
OF GOVERNMENTS**

AGENDA

**Thursday, September 20, 2018 - 5:00 p.m.
City of Camarillo, Council Chambers
601 Carmen Drive
Camarillo, CA 93010**

1. CALL TO ORDER AND FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENT

At this time, members of the public may comment on any item not appearing on the agenda upon completion of a speaker card. Individual Board Members may briefly respond to Public Comments or ask questions for clarification.

4. EXECUTIVE DIRECTOR'S REPORT – Oral Report

5. AGENCY REPORTS

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

6. CONSENT CALENDAR

- A. Summary of July 12, 2018 Meeting p. 3
- B. Financial Report p. 8
- C. Register of Warrants & Debit Card Transactions p. 28
- D. Legislative Update p. 32
- E. Agreement with Independent Auditor- 2017-2018 Audit p. 39

7. PRESENTATION ITEMS

- A. **PROGRESS REPORT - SAFE PASSAGES RESEARCH PROJECT – Dr. Molly George, Associate Professor, Department of Criminology at Cal Lutheran University will provide a progress report Safe Passages Project. p. 51**

MEMBERS

City of Camarillo
Jan McDonald, Member
Tony Trembley, *Alternate*

City of Fillmore
Carrie Broggie, Member
Diane McCall, *Alternate*

City of Moorpark
Janice Parvin, Member
Dr. Roseann Mikos, *Alternate*

City of Ojai
Randy Haney, Member
Paul Blatz, *Alternate*

City of Oxnard
Tim Flynn, Member
Dorina Padilla, *Alternate*

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

City of San Buenaventura
Matt LaVere, Member
Cheryl Heitman, *Alternate*

City of Santa Paula
John Procter, Member
Jenny Crosswhite, *Alternate*

City of Simi Valley
Bob Huber, Member
Glen Becerra, *Alternate*

City of Thousand Oaks
Al Adam, Member
Rob McCoy, *Alternate*

County of Ventura
Kelly Long, Member
John Zaragoza, *Alternate*

- B. **SOUTHERN CALIFORNIA EDISON- RELIABILITY IMPROVEMENTS, WILDFIRE MITIGATION & GRID RESILIENCY-** Rudy Gonzales, SCE Government Relations Manager, will provide a report on SCE's Action Plans for wildfire mitigation and system reliability and on related legislative activity. Mr. Gonzalez has been meeting with city officials over the past two months to apprise them of these actions and future planning. p. 53

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

Any Board Member may provide additional remarks or announcements and 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 8, 2018

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

July 12, 2018

5:00 p.m.

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

1. CALL TO ORDER & FLAG SALUTE – Led by Member Parvin- 5:00 p.m.

2. ROLL CALL

Present:

Bob Huber, Chair, City of Simi Valley
Jan McDonald, Chair-Elect, City of Camarillo
Jenny Crosswhite – Alternate got John Procter, Past Chair, City of Santa Paula
Janice Parvin, City of Moorpark
Al Adam, City of Thousand Oaks
Matt LaVeré, City of San Buenaventura
Sylvia Munoz- Schnopp, City of Port Hueneme
Tim Flynn, City of Oxnard
Carrie Broggie, City of Fillmore

Absent: Randy Haney, City of Ojai; Kelly Long, Supervisor, County of Ventura
(There were No Alternates for these Members)

Guests:

Tara Carruth, Deputy CEO, Ventura County
Denise Ovrom, Principal, Hinderliter, DeLamas, Inc.
Mina Layba, Legislative Affairs Manager, City of Thousand Oaks
Brian Chong, Assistant to the City Manager, City of Moorpark

3. PUBLIC COMMENT – NONE

4. EXECUTIVE DIRECTOR'S COMMENTS – Oral Report

Riley reported the following:

- **Administrative Committee**—The Committee met on Thursday, June 28 to establish the July 12 VCOG Agenda and other matters including approval for staff to attend the LOCC Annual Conference on September 12-14 in Long Beach. The Committee is scheduled to meet on July 31, 2018.
- **More on South Dakota v. Wayfair, Inc. et al - Why we should stay tuned –**
 - Online sales are continuing to increase. *Wayfair* will expand that.
 - Legislators are expected to continue to focus on tax reform and the allocation issue.
 - New Governor likely will do the same

- League policy supports transition to destination allocation for online sales (CM's have formed a state-wide committee to engage in shaping the most equitable way of doing so.
- not being prepared for this discussion, will allow the vacuum to be filled by others.

- **Emergency Services & Information Update- Ready Ventura County – Ready Campaign** - Launched in February 2003, Ready is a national public service advertising (PSA) campaign designed to educate and empower Americans to prepare for and respond to emergencies including natural and man-made disasters. The goal of the campaign is to get the public involved and ultimately to increase the level of basic preparedness across the nation.

- **Ready Ventura County** - In partnership with FEMA and the Ad Council, the Ventura County Sheriff's Office of Emergency Services localized the **Ready** campaign in 2011 to assist Ventura County residents in preparing for, responding to and recovering from a local emergency or disaster within our community. The **Ready Ventura County** message remains consistent with the national campaign: Get a Kit. Make a Plan. Be Informed. Get Involved. Questions or comments may be directed to: oes.pio@ventura.org or 805-654-2551.

- **Emergency Planning Organizations** - The Emergency Planning Council is an advisory body whose mission is to lead a unified effort in improving disaster preparedness, mitigation, response and recovery countywide. These efforts are achieved through a partnership of cooperation and collaboration with all levels of government, non-government and the private sector. Questions or comments may be directed to: 805-654-2551.

- **Conference Committee on Wildland Fire Prevention and Financial Responsibility** - Governor Brown and the Legislative Leadership have formed a conference committee to discuss fire prevention and financial responsibility for future fires with the main focus on prevention.

- **LOCC Summer Recess and End of Session Briefing** – This LOCC Webinar was presented on Monday July 2, 2018. The slide presentation is packed with information on current legislation, the new budget and many other important information. The slides should be available from your staff or I can e-mail it to you directly.

- **Annual Dinner 2018** - The following is a summary of the Annual Dinner Event on June 14, 2018:

Attendance: 65

Funds available for the Annual Dinner were as follows:

VCOG Budget	\$8,000.00*
Dinner Tickets Sold (14)	<u>700.00</u>
TOTAL	\$8,700.00

Expenses were as follows:

Dinner and Settings (Command Performance)	\$5,258.36
Facility Fees	2,528.00
Program Printing	35.42
Gift Basket	100.53
TOTAL	<u>\$7,922.31</u>
NET	\$ 878.22

*Includes \$2,000 from Conference & Meeting Budget Line Item approved on March 29, 2018

- **LOCC 3-Year Strategic Plan** – The Board of Directors has adopted a three-year strategic plan. The organization's board of directors approved the plan unanimously at its summer board meeting last week. The plan is the product of a nine-month planning process that was led by a Strategic Planning Task Force composed of a diverse mix of League members and staff and facilitated by 2B Communications, a consulting firm with extensive experience working with associations and non-profits. (SUMMARY ON FILE)

5. AGENCY REPORTS

- A. **Southern California Association of Governments- No Report**
- B. **Ventura County Transportation Commission- No Report**
- C. **League of California Cities** – Channel Counties Division, Regional Affairs Manager Dave Mullinax reported that the damaging ballot initiative lead by the American Beverage Association industry and other major partners that would have crippled California Government's ability to fund basic government services had been removed from California's the November Ballot in a last-minute compromise. Organized labor and business groups lead a desperate effort to remove the measure in exchange for reluctant support for the passage of Senate Bill 872 — a budget-related bill that prohibits new local taxes on soda until the end of 2030.

Mullinax also reported on the League's strategy to defeat Proposition 6, that would repeal the SB 1 authorized gas tax funding to local governments for road and transit improvements. Campaign and information materials were distributed to the Board. Responding to questions from the Board as to how to respond to questions from constituents, Mullinax stressed that the if Proposition is approved by California Voters in November, the road funding would stop immediately, leaving many projects that have already begun in jeopardy; and that, because the voters approved Proposition 69 in April, the funds may only be spent on highway and street improvements and transit services. It cannot be spent on the Governor's High Speed Rail Project.

- D. **Other Agencies- NONE**

6. CONSENT CALENDAR

- A. Summary of May 10, 2018 Meeting
- B. Financial Report through June 30, 2018
- C. Register of Warrants & Debit Card Transactions - May 1, 2018 to June 30, 2018.
- D. Legislative Update
- E. Staff Travel Request- LOCC Annual Conference –September 12-14, 2018

Member McDonald. moved the approval of the consent Calendar with a second by Member Parvin The motion carried.

7A. PROPOSED GRANT FOR SAFE PASSAGES PROGRAM_– Riley presented a Research Agreement for an \$8,000 Grant to Cal Lutheran University to conduct an Impact Evaluation of Safe Passages Program to Facilitate the possible expansion of the Program throughout Ventura County. Motion by Member Adam with a second by Member McDonald to authorize Executive Director Riley to execute the Research Agreement. **ROLL CALL VOTE: Ayes: 8; Nays: 0; Abstentions: 1 (Crosswhite)**

7B. 2018 STATE OF HOMELESSNESS IN VENTURA COUNTY REPORT - Tara Carruth, County of Ventura, Executive Office, Ventura County Continuum of Care, presented a report on the 2018 State of Homelessness in Ventura County including a discussion of the results of the 2018 Homeless Count. Key findings from the 2018 Homeless Count and Survey were:

- Total increase of 12.8% with 24% increase in unsheltered count
- 2/3 of population in West County
- Counted encampments for first time across county
- Population is 85-90% local becoming homeless in Ventura County
- Population is aging, 27% of unsheltered group is over 55
- 20% of persons surveyed were first time homeless (<12 months)
- Unsheltered families with children on the decline but total families in shelter rose for the first time in several years.

7C. QUESTIONS AND ANSWERS- INTERNET SALES TAX ISSUES IN CALIFORNIA Denise Ovrom, Principal with the Hdl Companies presented information on the impacts of internet sales on sales tax revenues for local governments and recent, related judicial and legislative activity including the Supreme Court Decision in South Dakota v. Wayfair, Inc., et al and the proposed State Constitutional Amendment (SCA 20 – Glazer).

Some of the Questions provided in advance by VCOG Board and Staff:

1. Why can't the sales tax collected be distributed back to cities by zip code? *Zip Codes cross jurisdictional boundaries.*
2. How does the County Pool for sales tax distribution in California work? (SEE HANDOUT MATERIAL ON FILE)
3. What is the real probability that sales tax generated on-line will actually be distributed based on point-of-sale vs. to the County Pool? Who will the winners and losers be? (SEE HANDOUT MATERIAL ON FILE)

4. If a city has an online furniture distribution center, why is the city unable to collect tax when the product is shipped directly to consumers. This furniture was made in China. (SEE HANDOUT MATERIAL ON FILE)

5. Since retailers in California have been paying sales taxes, how will this decision (South Dakota v. Wayfair, Inc., et al) assuming it becomes law, impact the amount of revenue in our pools? Will internet sales be assigned to the destination point of the goods, or the point of sale location? The decision will expand the practice of internet sales buying as well as cause more retailers to adapt to the use of the internet for marketing and sales such as Target and Best Buy.

6. The South Dakota v. Wayfair, Inc. et al Decision is being appealed. What's the process for it to become the "law of the land?" How long might this take? The Court may consider reopening the case but that is highly unlikely although the such an appeal may take up to six months.

7. Does the state need to pass any legislation to take advantage of the Wayfair ruling? Has there been any discussion about being ready with a legislative strategy. YES

8. What are the implications of SCA 20 (Glazer D)-Local Sales Tax: Online Sales? Why is the consideration-debate being delayed? Will the issue get any less complicated as time goes by? (SEE HANDOUT MATERIAL ON FILE)

9. Are there estimates of the impact in dollar amounts due to the Supreme Court Decision; taking into account that Amazon, Wal-Mart, Costco and other major retail stores are already paying sales tax in California? (SEE HANDOUT MATERIAL ON FILE)

10. Should we really be excited about South Dakota v. Wayfair, Inc., et al? YES

HdL Information Handout is on File.

8. BOARD MEMBER COMMENTS & REQUESTS FOR FUTURE AGENDA ITEMS – NONE

9. ADJOURNMENT - Meeting adjourned at 6:25 p.m. to September 20, 2018



**VENTURA COUNCIL
OF GOVERNMENTS**

MEMORANDUM

TO: Board of Directors

FROM: Hugh R. Riley, Executive Director

SUBJECT: Financial Report

DATE: September 20, 2018

Recommendation:

Receive and file Financial Report for Period ending August 31, 2018.

Discussion:

This report transmits the Ventura Council of Governments (VCOG) Financial reports for the Budget Period July 1, 2018 to August 31, 2018. On July 3, 2018, \$8,000 was transferred to the Operating Account- Special Projects-CLU Research Grant.

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 to Date	Rate*	Balance
Bank of America	Business Interest Maximizer 1346	N/A	\$3.43	0.03%	\$67,043.49

*Variable

ATTACHMENTS: Balance Sheet – As of August 31, 2018
 Profit and Loss – July 1, 2017 to August 31, 2018
 Budget vs. Actual - July 1, 2018 to August 31, 2018
 Bank Statement/ Reconciliation Reports- July and August 2018

Ventura Council of Governments

BALANCE SHEET As of August 31, 2018

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BofA - 5784	0.00
BofA - 5797	64,846.55
BofA MM - 1346	67,043.49
Wells Fargo	0.00
Wells Fargo - 3905	0.00
Wells Fargo - 4715	0.00
Total Bank Accounts	\$131,890.04
Accounts Receivable	
Accounts Receivable (A/R)	30,985.00
Total Accounts Receivable	\$30,985.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$162,875.04
TOTAL ASSETS	\$162,875.04
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	-1,350.00
Total Accounts Payable	\$ -1,350.00
Other Current Liabilities	
Payroll Liabilities	-1.04
Total Other Current Liabilities	\$ -1.04
Total Current Liabilities	\$ -1,351.04
Total Liabilities	\$ -1,351.04
Equity	
Opening Balance Equity	111,292.08
Unrestricted Net Assets	-1,083.91
Net Income	54,017.91
Total Equity	\$164,226.08
TOTAL LIABILITIES AND EQUITY	\$162,875.04

Ventura Council of Governments

PROFIT AND LOSS

July - August, 2018

	TOTAL
Income	
Annual Dinner Tickets	62.00
Dues Assessments	64,992.00
Other Types of Income	
Bank Interest	3.43
Total Other Types of Income	3.43
Total Income	\$65,057.43
GROSS PROFIT	\$65,057.43
Expenses	
Contract Services	
Accounting Fees	330.00
Executive Administration	4,062.50
Research Grant - CLU	4,800.00
Total Contract Services	9,192.50
Operations	
Printing and Copying	181.15
Supplies	24.00
Website	645.00
Total Operations	850.15
Travel and Meetings	
Conference and Meetings	996.87
Total Travel and Meetings	996.87
Total Expenses	\$11,039.52
NET OPERATING INCOME	\$54,017.91
NET INCOME	\$54,017.91

Ventura Council of Governments

BUDGET VS. ACTUALS: FY2018/2019 - FY19 P&L

July 2018 - August 2019

	TOTAL		
	ACTUAL	BUDGET	REMAINING
Income			
Annual Dinner Sponsorship		3,000.00	3,000.00
Annual Dinner Tickets	62.00	500.00	438.00
Dues Assessments	64,992.00	64,992.00	0.00
Other Types of Income			
Bank Interest	3.43	8.00	4.57
Total Other Types of Income	3.43	8.00	4.57
Safe Passages Grant Appropriation		8,000.00	8,000.00
Total Income	\$65,057.43	\$76,500.00	\$11,442.57
GROSS PROFIT	\$65,057.43	\$76,500.00	\$11,442.57
Expenses			
Contract Services			
Accounting Fees	330.00	1,300.00	970.00
Audit		5,000.00	5,000.00
Executive Administration	4,062.50	45,000.00	40,937.50
Legal Fees		400.00	400.00
Research Grant - CLU	4,800.00	8,000.00	3,200.00
Total Contract Services	9,192.50	59,700.00	50,507.50
Miscellaneous Expense		200.00	200.00
Operations			
Printing and Copying	181.15	550.00	368.85
Supplies	24.00	400.00	376.00
Website	645.00	550.00	-95.00
Total Operations	850.15	1,500.00	649.85
Other Types of Expenses			
Insurance - Liability, D and O		1,600.00	1,600.00
Total Other Types of Expenses		1,600.00	1,600.00
Travel and Meetings			
Annual Dinner		7,500.00	7,500.00
Conference and Meetings	996.87	5,000.00	4,003.13
Travel		1,000.00	1,000.00
Total Travel and Meetings	996.87	13,500.00	12,503.13
Total Expenses	\$11,039.52	\$76,500.00	\$65,460.48
NET OPERATING INCOME	\$54,017.91	\$0.00	\$ -54,017.91
NET INCOME	\$54,017.91	\$0.00	\$ -54,017.91

Bus Platinum Privileges

Bank of America 

P.O. Box 15284
Wilmington, DE 19850

VENTURA COUNCIL OF GOVERNMENTS
33 E HIGH ST
SUITE 200
MOORPARK, CA 93021-1118

Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

* bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Prepared: *[Signature]* Date 8/10/18
Approved: *[Signature]* Date 8/18/18

**Your Business Advantage Checking
Bus Platinum Privileges**

for July 1, 2018 to July 31, 2018

Account number: 3250 7636 5797

VENTURA COUNCIL OF GOVERNMENTS

Account summary

Beginning balance on July 1, 2018	\$39,016.96
Deposits and other credits	34,308.00
Withdrawals and other debits	-0.00
Checks	-8,947.39
Service fees	-0.00
Ending balance on July 31, 2018	\$64,377.57

of deposits/credits: 6

of withdrawals/debits: 6

of items-previous cycle¹: 16

of days in cycle: 31

Average ledger balance: \$55,491.60

¹Includes checks paid, deposited items & other debits

Deposits and other credits

Date	Description	Amount
07/03/18	Online Banking transfer from SAV 1346 Confirmation# 5164969846	✓ 8,000.00
07/12/18	Deposit	✓ 5,148.00
07/16/18	Deposit	✓ 9,867.00
07/16/18	Deposit	✓ 5,893.00
07/20/18	Deposit	✓ 5,338.00
07/30/18	Deposit	✓ 62.00
Total deposits and other credits		\$34,308.00


Checks

Date	Check #	Amount
07/03/18	295 -	✓ -3,791.55
07/03/18	299*	✓ -600.00
07/06/18	300	✓ -110.00

Date	Check #	Amount
07/13/18	301	✓ -58.34
07/16/18	303*	✓ -325.00
07/31/18	304	✓ -4,062.50
Total checks		-\$8,947.39
Total # of checks		6

* There is a gap in sequential check numbers

Bank of America **Business Advantage** LIFE / BETTER CONNECTED*



**Your
Digital
Tip**

Dreading the shredding?

Go paperless—stop storing or shredding old statements. Enjoy the convenience online access offers. Enroll today by logging in to Online Banking at bankofamerica.com/smallbusiness. Then click on **Profiles & Settings** (in the upper right, next to **Sign Out**).

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Service fees

The Monthly Fee on your Business Advantage Checking account was waived for the statement period ending 06/29/18. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- \$2,500+ in new net purchases on a linked Business credit card
- \$15,000+ average monthly balance in primary checking account
- \$35,000+ combined average monthly balance in linked business accounts
- active use of Bank of America Merchant Services
- active use of Payroll Services
- enrolled in Business Advantage Relationship Rewards

For information on how to open a new product, link an existing service to your account, or about Business Advantage Relationship Rewards please call 1.888.BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
07/01	39,016.96	07/12	47,663.41	07/20	68,378.07
07/03	42,625.41	07/13	47,605.07	07/30	68,440.07
07/06	42,515.41	07/16	63,040.07	07/31	64,377.57

Check images

Account number: 3250 7636 5797
 Check number: 295 | Amount: \$3,791.55

Bank of America
 ACH NY 12102246
 0295
 VENTURA COUNCIL OF GOVERNMENTS
 28 E BROAD ST
 SUITE 500
 MOORPARK CA 95021-1118
 07/13/2018
 PAY TO THE ORDER OF: Command Performance Catering
 \$ 3,791.55
 Three thousand seven hundred ninety-one and 55/100
 Command Performance Catering
 MEMO
 #000295# 41210003584 325076365797#

Check number: 299 | Amount: \$600.00

Bank of America
 ACH NY 12102246
 0299
 VENTURA COUNCIL OF GOVERNMENTS
 28 E BROAD ST
 SUITE 500
 MOORPARK CA 95021-1118
 07/02/2018
 PAY TO THE ORDER OF: High Flyer Professional Management, LLC
 \$ 600.00
 Six hundred and 00/100
 High Flyer Professional Management, LLC
 P.O. Box 107
 Moorpark, CA 95020-0107
 MEMO
 #000299# 41210003584 325076365797#

Check number: 300 | Amount: \$110.00

Bank of America
 ACH NY 12102246
 0300
 VENTURA COUNCIL OF GOVERNMENTS
 28 E BROAD ST
 SUITE 500
 MOORPARK CA 95021-1118
 07/20/2018
 PAY TO THE ORDER OF: TLH Staffing Services
 \$ 110.00
 One hundred ten and 00/100
 TLH Staffing Services
 MEMO
 #000300# 41210003584 325076365797#

Check number: 301 | Amount: \$58.34

Bank of America
 ACH NY 12102246
 0301
 VENTURA COUNCIL OF GOVERNMENTS
 28 E BROAD ST
 SUITE 500
 MOORPARK CA 95021-1118
 07/06/2018
 PAY TO THE ORDER OF: Posiblex CA150
 \$ 58.34
 Fifty-eight and 34/100
 Posiblex CA150
 237 W. Los Angeles Ave.
 Moorpark, CA 93021
 MEMO
 #000301# 41210003584 325076365797#

Check number: 303 | Amount: \$325.00

Bank of America
 ACH NY 12102246
 0303
 VENTURA COUNCIL OF GOVERNMENTS
 28 E BROAD ST
 SUITE 500
 MOORPARK CA 95021-1118
 07/14/2018
 PAY TO THE ORDER OF: Honderfer deLima & Associates
 \$ 325.00
 Three hundred twenty-five and 00/100
 Honderfer deLima & Associates
 MEMO
 #000303# 41210003584 325076365797#

Check number: 304 | Amount: \$4,062.50

Bank of America
 ACH NY 12102246
 0304
 VENTURA COUNCIL OF GOVERNMENTS
 28 E BROAD ST
 SUITE 500
 MOORPARK CA 95021-1118
 07/01/2018
 PAY TO THE ORDER OF: High Flyer Professional Management, LLC
 \$ 4,062.50
 Four thousand and 62/100
 High Flyer Professional Management, LLC
 P.O. Box 107
 Moorpark, CA 95020-0107
 MEMO
 #000304# 41210003584 325076365797#

Ventura Council of Governments

BofA - 5797, Period Ending 07/31/2018

RECONCILIATION REPORT

Reconciled on: 08/10/2018

Reconciled by: Hugh Riley

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance	39,016.96
Checks and payments cleared (6)	-8,947.39
Deposits and other credits cleared (7)	34,308.00
Statement ending balance	64,377.57
Register balance as of 07/31/2018	64,377.57
Cleared transactions after 07/31/2018	0.00
Uncleared transactions after 07/31/2018	-181.15
Register balance as of 08/10/2018	64,196.42

Details

Checks and payments cleared (6)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/13/2018	Bill Payment	295	Command Performance C...	-3,791.55
07/03/2018	Bill Payment	300	TLH Staffing Services	-110.00
07/03/2018	Bill Payment	299	Hugh Riley - Professional...	-600.00
07/09/2018	Bill Payment	301	PostNet CA110	-58.34
07/14/2018	Bill Payment	303	Hinderliter deLlamas & Ass...	-325.00
07/31/2018	Bill Payment	304	Hugh Riley - Professional...	-4,062.50
Total				-8,947.39

Deposits and other credits cleared (7)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/03/2018	Expense			8,000.00
07/12/2018	Deposit			5,148.00
07/14/2018	Bill Payment	302	California Lutheran University	0.00
07/16/2018	Deposit			9,867.00
07/16/2018	Deposit			5,893.00
07/20/2018	Deposit		City of Camarillo	5,338.00
07/30/2018	Sales Receipt	1136	Janis Gardner	62.00
Total				34,308.00

Additional Information

Uncleared checks and payments after 07/31/2018

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/08/2018	Bill Payment	305	PostNet CA110	-181.15
Total				-181.15

Bank of America



P.O. Box 15284
Wilmington, DE 19850

VENTURA COUNCIL OF GOVERNMENTS
33 E HIGH ST
SUITE 200
MOORPARK, CA 93021-1118

Reconciled

Bus Platinum Privileges

Customer service information

- ☎ 1.888.BUSINESS (1.888.287.4637)
- ★ bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Prepared: *[Signature]* Date 8/10/18
 Approved: *[Signature]* Date 8/10/18

**Your Business Advantage Savings
Bus Platinum Privileges**

for July 1, 2018 to July 31, 2018

Account number: 3250 6796 1346

VENTURA COUNCIL OF GOVERNMENTS

Account summary

Beginning balance on July 1, 2018	\$75,040.06
Deposits and other credits	1.72
Withdrawals and other debits	-8,000.00
Service fees	-0.00
Ending balance on July 31, 2018	\$67,041.78

of deposits/credits: 1
 # of withdrawals/debits: 1
 # of days in cycle: 31
 Average ledger balance: \$67,556.24
 Average collected balance: \$67,556.24

Annual Percentage Yield Earned this statement period: 0.03%.
 Interest Paid Year To Date: \$12.88.

Deposits and other credits

Date	Description	Amount
07/31/18	Interest Earned	1.72
Total deposits and other credits		\$1.72


Withdrawals and other debits

Date	Description	Amount
07/03/18	Online Banking transfer to CHK 5797 Confirmation# 5164969846	-8,000.00
Total withdrawals and other debits		-\$8,000.00

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
07/01	75,040.06	07/03	67,040.06	07/31	67,041.78

Bank of America **Business Advantage** LIFE / BETTER CONNECTEDSM


Your Digital Tip

Dreading the shredding?

Go paperless—stop storing or shredding old statements. Enjoy the convenience online access offers. Enroll today by logging in to Online Banking at bankofamerica.com/smallbusiness. Then click on **Profiles & Settings** (in the upper right, next to **Sign Out**).

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Ventura Council of Governments

BofA MM - 1346, Period Ending 07/31/2018

RECONCILIATION REPORT

Reconciled on: 08/10/2018

Reconciled by: Hugh Riley

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	75,040.06
Interest earned.....	1.72
Checks and payments cleared (1).....	-8,000.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>67,041.78</u>
Register balance as of 07/31/2018.....	67,041.78

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/03/2018	Expense			-8,000.00
Total				-8,000.00



P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

VENTURA COUNCIL OF GOVERNMENTS
PO BOX 157
MOORPARK, CA 93020-0157

Prepared: *[Signature]* Date 9/5/18

Approved: *[Signature]* Date 9/5/18

Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your Business Advantage Checking Bus Platinum Privileges

for August 1, 2018 to August 31, 2018

Account number: 3250 7636 5797

VENTURA COUNCIL OF GOVERNMENTS

Account summary

Beginning balance on August 1, 2018	\$64,377.57
Deposits and other credits	7,761.00
Withdrawals and other debits	-716.87
Checks	-2,691.15
Service fees	-24.00
Ending balance on August 31, 2018	\$68,706.55

of deposits/credits: 1

of withdrawals/debits: 6

of items-previous cycle¹: 14

of days in cycle: 31

Average ledger balance: \$69,299.30

¹Includes checks paid, deposited items & other debits

Bank of America Business Advantage

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Inclusion on the Advisory Panel subject to qualifications.

SSM-04-18-0052.D1 | ARHKGJ65

Deposits and other credits

Date	Description	Amount
08/06/18	Deposit	✓ 7,761.00
Total deposits and other credits		\$7,761.00

Withdrawals and other debits

Date	Description	Amount
Card account # XXXX XXXX XXXX 8421		
08/10/18	CHECKCARD 0809 INTUIT *QB ONLINE 800-286-6800 CA 24692168221100019327187 RECURRING CKCD 5734 XXXXXXXXXXXXXXX8421 XXXX XXXX XXXX 8421	✓ -645.00
08/20/18	CHECKCARD 0816 I THAI RESTAURANT CAMARILLO CA 24497788229900018600060 CKCD 5812 XXXXXXXXXXXXXXX8421 XXXX XXXX XXXX 8421	✓ -71.87
Subtotal for card account # XXXX XXXX XXXX 8421		-\$716.87
Total withdrawals and other debits		-\$716.87

Checks

Date	Check #	Amount
08/13/18	305	-181.15
08/20/18	306	✓ -2,400.00

Date	Check #	Amount
08/15/18	307	✓ -110.00
Total checks		-\$2,691.15
Total # of checks		3

Service fees

The Monthly Fee on your Business Advantage Checking account was waived for the statement period ending 07/31/18. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- \$2,500+ in new net purchases on a linked Business credit card
- \$15,000+ average monthly balance in primary checking account
- \$35,000+ combined average monthly balance in linked business accounts
- active use of Bank of America Merchant Services
- active use of Payroll Services
- enrolled in Business Advantage Relationship Rewards

For information on how to open a new product, link an existing service to your account, or about Business Advantage Relationship Rewards please call 1.888.BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
08/30/18	CHECK ORDER00318 DES:FEE ID:1GEY7184 PMT INFO: PRODUCT(S): 18.87 S&H: 3.51 CA TAX: 1.62	-24.00

Total service fees **-\$24.00**

Note your Ending Balance already reflects the subtraction of Service Fees.

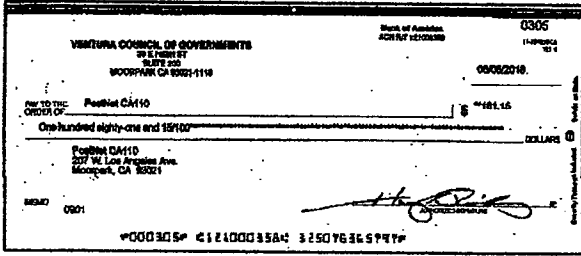
Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
08/01	64,377.57	08/13	71,312.42	08/20	68,730.55
08/06	72,138.57	08/15	71,202.42	08/30	68,706.55
08/10	71,493.57				

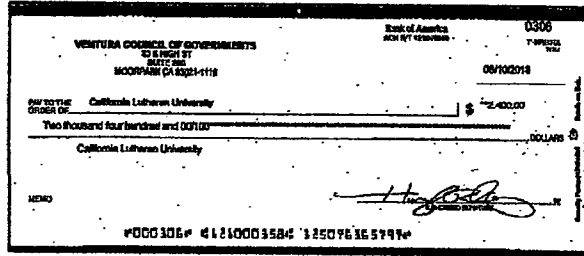
Check images

Account number: 3250 7636 5797
Check number: 305 | Amount: \$181.15

Check number: 306 | Amount: \$2,400.00

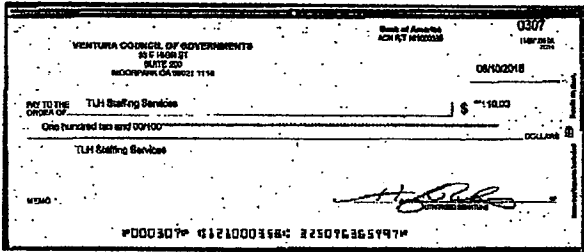


Bank of America
0305
VENTURA COUNCIL OF GOVERNMENTS
32 EIGHT ST
SUITE 200
WOODBURN CA 95021-1118
08/02/2018
PAY TO THE ORDER OF: Poshna CA110 \$ 181.15
One hundred eighty-one and 15/100
Poshna CA110
237 W. Los Angeles Ave.
Woodburn, CA 95021
MEMO: 0001
⑆000305⑆ 41210003584 325076365797⑆



Bank of America
0306
VENTURA COUNCIL OF GOVERNMENTS
32 EIGHT ST
SUITE 200
WOODBURN CA 95021-1118
08/10/2018
PAY TO THE ORDER OF: California Lutheran University \$ 2,400.00
Two thousand four hundred and 00/100
California Lutheran University
MEMO:
⑆000306⑆ 41210003584 325076365797⑆

Check number: 307 | Amount: \$110.00



Bank of America
0307
VENTURA COUNCIL OF GOVERNMENTS
32 EIGHT ST
SUITE 200
WOODBURN CA 95021 1118
08/10/2018
PAY TO THE ORDER OF: TLH Staffing Services \$ 110.00
One hundred ten and 00/100
TLH Staffing Services
MEMO:
⑆000307⑆ 41210003584 325076365797⑆

Ventura Council of Governments
BofA - 5797, Period Ending 08/31/2018

RECONCILIATION REPORT

Reconciled on: 09/05/2018

Reconciled by: Hugh Riley

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance	64,377.57
Checks and payments cleared (6)	-3,432.02
Deposits and other credits cleared (1)	7,761.00
Statement ending balance	<u>68,706.55</u>

Uncleared transactions as of 08/31/2018	-3,860.00
Register balance as of 08/31/2018	<u>64,846.55</u>

Details

Checks and payments cleared (6)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/08/2018	Bill Payment	305	PostNet CA110	-181.15
08/10/2018	Check	EFT	Intuit	-645.00
08/10/2018	Bill Payment	306	California Lutheran University	-2,400.00
08/10/2018	Bill Payment	307	TLH Staffing Services	-110.00
08/20/2018	Check	EFT	I Thai Restaurant	-71.87
08/30/2018	Check	3051	Bank of America	-24.00
Total				-3,432.02

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/06/2018	Deposit		City of San Buenaventura	7,761.00
Total				7,761.00

Additional Information

Uncleared checks and payments as of 08/31/2018

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/31/2018	Bill Payment	309	TLH Staffing Services	-110.00
08/31/2018	Bill Payment	308	Hugh Riley - Professional Ma...	-3,750.00
Total				-3,860.00



P.O. Box 15284
Wilmington, DE 19850

Customer service information

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P.O. Box 25118
Tampa, FL 33622-5118

VENTURA COUNCIL OF GOVERNMENTS
PO BOX 157
MOORPARK, CA 93020-0157

Prepared: [Signature] Date 9/5/18
Approved: [Signature] Date 9/5/18

Your Business Advantage Savings Bus Platinum Privileges

for August 1, 2018 to August 31, 2018

Account number: 3250 6796 1346

VENTURA COUNCIL OF GOVERNMENTS

Account summary

Beginning balance on August 1, 2018	\$67,041.78
Deposits and other credits	1.71
Withdrawals and other debits	-0.00
Service fees	-0.00
Ending balance on August 31, 2018	\$67,043.49

of deposits/credits: 1
of withdrawals/debits: 0
of days in cycle: 31
Average ledger balance: \$67,041.83
Average collected balance: \$67,041.83

Annual Percentage Yield Earned this statement period: 0.03%.
Interest Paid Year To Date: \$14.59.

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Inclusion on the Advisory Panel subject to qualifications.

SSM-04-18-0052.D1 | ARHKJ65

Deposits and other credits

<i>Date</i>	<i>Description</i>	<i>Amount</i>
08/31/18	Interest Earned	1.71
Total deposits and other credits		\$1.71

Daily ledger balances

<i>Date</i>	<i>Balance (\$)</i>	<i>Date</i>	<i>Balance(\$)</i>
08/01	67,041.78	08/31	67,043.49

Ventura Council of Governments
BoFA MM - 1346, Period Ending 08/31/2018

RECONCILIATION REPORT

Reconciled on: 09/05/2018

Reconciled by: Hugh Riley

Any changes made to transactions after this date aren't included in this report.


Summary

	USD
Statement beginning balance	67,041.78
Interest earned	1.71
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	<u>67,043.49</u>
Register balance as of 08/31/2018	67,043.49



**VENTURA COUNCIL
OF GOVERNMENTS**

MEMORANDUM

TO: Board of Directors
FROM: Hugh Riley, Executive Director 
SUBJECT: Register of Warrants and Debt Card Transactions
DATE: September 20, 2018

Recommendation:

Approve the Register of Warrants for expenditures and Debit Card Transactions incurred from July 1, 2018 to August 31, 2018.

Discussion:

This report presents expenditures including bank debit card transactions incurred by the Ventura Council of Governments for the period July 1, 2018 thru August 31, 2018. It is prepared in addition to the Financial Report so that the Board may be fully informed as to the expenditure of funds for services and other costs to the organization.

Register of Warrants
Ventura Council of Governments
September 20, 2018
Transactions from July 31, 2018 to August 31, 2018

<u>Check #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
299	07/03/18	Hugh Riley Professional Management, LLC	07/03/18	Reimbursement- LOOC Conference Registration	\$ 600.00
300	07/06/18	TLH Staffing Services	06/06/18	Accounting Services	\$ 110.00
301	07/13/18	PostNet CA 110	06/30/18	Printing and Copying	\$ 58.34
302				-----CHECK LOST -- PAYMENT STOPPED WITH NO CHARGE-----	
303	07/14/18	Hinderliter DeLlamas- Fee	07/11/18	Conference & Meeting	\$ 325.00
304	07/31/18	Hugh Riley Professional Management, LLC	07/31/18	Professional Services- July	\$ 3,562.50
305	08/08/18	PostNet CA 110	07/31/18	Printing and Copying	\$ 181.15
306	08/10/18	Cal Lutheran University	08/09/18	Research Grant Payment	\$ 2,400.00
307	08/10/18	TLH Staffing Services	07/06/18	Accounting Services	\$ 110.00
308	08/31/18	Hugh Riley Professional Management, LLC	08/31/18	Professional Services- August	\$ 3,750.00
309	08/31/18	TLH Staffing Services	08/03/18	Accounting Services	\$ 110.00

Register of Debit Card Transactions
 Ventura Council of Governments
 September 20, 2018
 Transactions from July 1, 2018 to August 31, 2018

<u>Card #</u>	<u>Date</u>	<u>Paid To</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount Paid</u>
8421*	08/07/18	Intuit *On-line Transfer- Quickbooks Subscription	08/10/18	Website	\$ 645.00
8421	08/20/18	I Thai Restaurant	08/20/18	Conference & Meeting	\$ 71.87
8421*	08/30/18	Bank of America	08/30/18	Supplies	\$ 24.00

*On-Line Transactions



MEMORANDUM

TO: Board of Directors
FROM: Hugh Riley, Executive Director
SUBJECT: Legislative Update
DATE: September 20, 2018

Recommendation:

It is recommended that the Board review the report below and discuss as desired with staff including LOCC Staff.

KEY LEGISLATION STATUS

SB 828 and AB 1771

VCOG has requested that these bills be vetoed by the Governor. Both bills pertain to the Regional Housing Needs Assessment (RHNA) process. **SB 828** creates a mandate for housing production with minimum requirements rather than a planning and zoning requirement. **AB 1771** disallows an agreement by two, affected local governments to an alternative distribution of appealed housing allocations, thereby limiting regional cooperation.

SB 833- Uniform Guidelines for Emergency Alerts – Training Funds

The League of California Cities strongly supported SB 833, which would set up guidelines and best practices for emergency alerts across the state to ensure that residents are promptly notified of impending and/or ongoing emergencies.

- The size, season, and scope of wildland fire events in California have been getting larger, longer, and worse in terms of the destruction and calamity they inflict in this state.
- With the North Bay Area Firestorm and Thomas Fires of 2017 and the Mendocino complex fire ranked as the most destructive and deadly in American history, it has become increasingly important to provide additional training and improvements to emergency response led by state and local governments.
- SB 833 will help create voluntary uniform guidelines and provide training for local governments to send out emergency alerts notifying residents of evacuation orders. The League looks forward to working with the Senator and affected stakeholders to support this effort.

The VCOG supports efforts that will assist in providing local governments the tools and resources it needs to respond to the increased frequencies of major emergencies as we, collectively, attempt to limit severity, injury, and fatality in all emergencies.

SB 1199- Sex Offender Local Release- Signed By Governor

Existing law generally requires an inmate who is released on parole or post-release community supervision to be returned to the county that was the last legal residence of the inmate prior to his or her incarceration. **This bill would require an inmate who is released on parole or post-release community supervision who was committed to prison for a registrable sex offense to be returned through all efforts reasonably possible to the city that was the last legal residence of the inmate prior to incarceration or a close geographic location in which he or she has family, social ties, or other economic ties and access to reentry services, unless return to that location would violate any other law or pose a risk to his or her victim.**

SB 1226- Building Standards and Building Permits- Construction To Existing Standards- Retroactivity- Enrolling

This bill requires HCD to propose the adoption of a building standard to the California Building Standards Commission pursuant to existing law that would authorize, when a record of the issuance of a building permit for the construction of an existing residential unit does not exist, the above-described enforcement officials to determine when the residential unit was constructed and then apply the State Housing Law, the building standards published in the California Building Standards Code, and other specified rules and regulations in effect on that date and issue a retroactive building permit for that construction. This bill would declare that the provisions of the bill are declaratory of existing law.

SB 1227- Density Bonuses- Student Housing- Enrolling

Existing law, known as the Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the jurisdictional boundaries of that city or county with a density bonus and other incentives or concessions for the production of lower income housing units, or for the donation of land within the development, if the developer agrees to construct a specified percentage of units for very low income, low-income, or moderate-income households or qualifying residents and meets other requirements. This bill additionally **requires a density bonus to be provided to a developer that agrees to construct a housing development in which all units in the development will be used for students enrolled full-time at an institution of higher education** accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges and the developer enters into an agreement with an institution of higher education to that effect, where 20% of the units are used for lower income students, as defined, provided at a specified rent level, and the development provides priority for the applicable affordable units for lower income students experiencing homelessness. The bill would require that these units be subject to a recorded affordability restriction of 55 years. The bill would set the density bonus at 35% of the number of these units. By increasing the duties of local agencies, this bill would impose a state-mandated local program.

AB 1857- Building Codes: Earthquake Safety: Immediate Occupancy Standards- Functional Recovery- Enrolling

The California Building Standards Law provides for the adoption of building standards by state agencies by requiring all state agencies that adopt or propose adoption of any building standard to submit the building standard to the California Building Standards Commission (commission) for approval and adoption. This bill would require the commission to assemble a functional recovery working group comprised of certain state entities and members of the construction and insurance industries, as specified. **The bill requires the working group, by July 1, 2022, to consider whether a “functional recovery” standard is warranted for all or some building occupancy classifications and to investigate the practical means of implementing that standard, as specified.** The bill would require the working group to advise the appropriate state agencies to propose the building standards, as specified. The bill would authorize the commission to adopt regulations based upon the recommendations from the working group for nonresidential occupancies. The bill would define “functional recovery” for purposes of these provisions, as specified.

“Functional recovery” effectively means the building standard should make buildings damaged by earthquakes more readily reoccupied and placed back in use rather than simply strong enough to preserve life.

AB 1912- Public employees’ retirement: joint powers agreements: liability- Enrolling

Retirement systems exist in California, pursuant to the County Employees Retirement Law of 1937. These systems provide defined pension benefits to public employees based on age, service credit, and amount of final compensation. Existing law authorizes a contracting agency, as defined, to terminate a contract under the Public Employees’ Retirement System pursuant to specified procedures and authorizes the Board of Administration of the Public Employees’ Retirement System to terminate a contract with a contracting agency under specified circumstances, including if a contracting agency fails to pay any installment of contributions into the Public Employees’ Retirement Fund. **This bill specifies that the parties to the joint powers agreement may not specify otherwise with respect to retirement liabilities of the agency if the agency contracts with a public retirement system, and would eliminate an authorization for a party to a joint powers agreement to separately contract or assume responsibilities for specific debts, liabilities, or obligations of the agency. Retroactivity provisions originally contained in the bill but removed, would have negatively impacted countless JPA organized agencies including The California Joint Powers Insurance Authority.**

AB 2091- Fire prevention: prescribed burns: Insurance pool- Maintaining Operator Liability- Enrolling

Existing law authorizes a person, firm, or corporation, or a group or combination of persons, firms, corporations, or groups, that owns or controls brush-covered land, forest

lands, woodland, grassland, shrub-land, or any combination thereof within a state responsibility area to apply to the Department of Forestry and Fire Protection for permission to utilize a prescribed burning for specified public purposes. The Governor has issued an executive order relating to, among other subjects, the streamlining of permitting for landowner-initiated projects for the improvement of forest health and the reduction of forest-fire fuels on their properties. Pursuant to this executive order, a Forest Management Task Force involving specified state agencies has been convened. This bill would express the intent of the Legislature to enact legislation to increase the pace and scale of the use of prescribed fire and to reduce barriers for conducting prescribed burns. The bill requires the Forest Management Task Force or its successor entity, on or before January 1, 2020, and in coordination with the Department of Insurance, to **develop recommendations for the implementation of an insurance pool or other mechanism for prescribed burn managers that reduces the cost of conducting prescribed fire while maintaining adequate liability protection for lives and property when conducting prescribed burns.**

AB 2162 - Planning and zoning: housing development: supportive housing - Enrolling

Planning and Zoning Law requires the legislative body of each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city that includes, among other mandatory elements, a housing element. That law requires the housing element to contain, among other things, an assessment of housing needs and an inventory of resources and constraints relevant to meeting those needs and a program that sets forth a schedule of actions during the planning period, each with a timeline for implementation. That law specifies that transitional housing and supportive housing are a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. This bill would make a nonsubstantive change to this requirement. This bill contains other related provisions and other existing laws.

AB 2372 - Planning and zoning: density bonus: floor area ratio bonus - Enrolling

The Planning and Zoning Law requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents. That law also authorizes a city council or county board of supervisors to establish a procedure by ordinance to grant the developer of a commercial or industrial project that meets specified criteria a density bonus, defined for this purpose as a floor area ratio bonus over the otherwise maximum allowable density permitted, when the developer has set aside a specified area to be used for a child care facility, as provided. This bill authorizes a city council or county board of supervisors to establish a procedure by ordinance to grant a developer of an eligible housing development, upon the request of the developer, a floor area ratio bonus, calculated as provided, in lieu of a density bonus awarded on the basis of dwelling units per acre. The bill would define "eligible housing

development” as a development that meets specified criteria related to residential use or mixed use, location, zoning, replacement of units, and affordability. **The bill prohibits a city council or county board of supervisors from imposing any parking requirement on an eligible housing development in excess of specified ratios.** The bill would require a city or county that adopts a floor area ratio bonus ordinance to allow an applicant seeking to develop an eligible residential development to calculate impact fees based on square feet, instead of on a per unit basis. The bill would also authorize an applicant for a floor area ratio bonus to submit a proposal for specified additional incentives or concessions, as provided.

AB 3162 - Alcoholism or drug abuse treatment facilities- Enrolling

Existing law provides for the licensure and regulation of alcoholism or drug abuse recovery or treatment facilities serving adults by the State Department of Health Care Services, as prescribed. Existing law makes a violation of these provisions punishable by a civil penalty of not less than \$25 or more than \$50 per day for each violation, with additional penalties for repeat violations, as specified. This bill makes an initial license for a new facility issued by the department to a provider **provisional for one year and revocable for good cause**, as defined. The bill requires **licensed services** offered or provided by a licensed alcoholism or drug abuse recovery or treatment facility to be **specified on the license** and provided exclusively within either the licensed facility or any facility identified on a single license by street address. The bill **increases the penalties** for a violation of the licensing and regulatory provisions to not less than \$250 or more than \$500 per day for each violation, except as specified, and increases the additional penalties for repeat violations, as specified. The bill **prohibits a person or entity found to be in violation** of the licensing provisions described above **from applying for initial licensure for 5 years**, as specified. The bill would require the department to adopt regulations to implement specified provisions on or before July 1, 2022, and authorizes the department to issue provider bulletins, written guidelines, or similar instructions, as specified.

2018 Statewide Ballot Measures

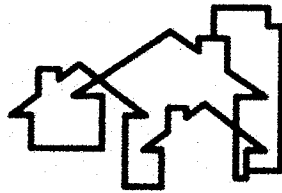


November 2018



**Stop the Attack on
Bridge & Road Safety!**

The League opposes the attack on bridges and roads. The California Professional Firefighters, California Association of Highway Patrolmen, American Society of Civil Engineers, business, local government, labor, environmentalists and first responders urge NO on Prop 6 because it will stop critical transportation projects and jeopardize the safety of our bridges and roads. Prop 6 eliminates more than \$5 billion annually in *existing transportation funds* and stops funding for more than 6,500 bridge and road safety, transportation and public transit improvement projects *currently underway* throughout California.



AFFORDABLE HOUSING NOW

Veterans and Affordable Housing Act: November Ballot qualified- SUPPORT

The League supports this measure that contains a \$4 billion general obligation bond to fund affordable housing programs and the veterans homeownership program (CalVet).

ATTACHED: Bill Summary Table- August 31, 2018

VENTURA COUNCIL OF GOVERNMENTS

Legislative Session – Bill Status Summary

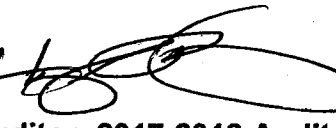
August 31, 2018

Bill No.	Sponsor	Title and/or Description	LOCC	CSAC	VCOG	Bill Status (Committees)
SB 827	Wiener	Planning and zoning: transit-rich housing bonus	Oppose	Pending	Oppose*	DEAD in Sen. Trans. & Housing. (2 Year Deal)
SB 828	Wiener	Land use: housing element- Unmet Needs- RHNA	Oppose	Pending	Oppose	Assembly amendments concurred in. Ordered to engrossing and enrolling. August 30, 2018-VETO Requested*
SB 831	Wleckowski	Land use: accessory dwelling units	Oppose	Oppose	Oppose	DEAD Comm. on Loc. Govt. Held in Comm. w/o Recomm. 6/27/18
SB 833	McGuire	Emergency Alerts: Evacuation Orders	Support	Pending	Support*	Assembly amendments concurred in. Ordered to engrossing and enrolling. 08/31/18
SB 893	Nguyen	Planning and Zoning: Density Bonus	Watch	Watch	Oppose	DEAD – Failed in Sen. Trans. & Housing. (4/18/18)
SB 1199	Wilk	Sex Offender Release to Cities	Watch	Watch	Watch	Approved by the Governor. Chaptered by Secretary of State. Chapter 226, Statutes of 2018 - 8/27/18
SB 1226	Bates	Building Standards: Accessory Resid. Dwell. Units	Watch	Pending	Oppose	Read third time. Passed. Ordered to the Senate. In Senate. Ordered to engrossing and enrolling. 8/31/18
SB 1227	Skinner	Density Bonuses	Watch	Pending	Oppose	Assembly amendments concurred in. Ordered to engrossing and enrolling. 8/28/18
SB 1302	Lara	Cannabis: Local Jurisdiction: Prohibitions Delivery	Oppose	NONE	Oppose	Ordered to inactive file on request of Sponsor-INACTIVE
SCA 20	Glazer	Local Sales Taxes- Internet Sales	Watch	NONE	Watch	DEAD-2-Yr Bill-May 25 committee hearing postponed
AB 1771	Bloom	Planning and zoning: Regional Housing Needs Assessment	Oppose	NONE	Oppose	Enrolled and presented to the Governor - 9/10/2018 - VETO Requested*
AB 1657	Nazarian	Building Codes- Earthquake Safety	Watch	Pending	Support	Senate amendments concurred in. To Engrossing and Enrolling. 8/29/18
AB 1912	(Rodriguez)	Public Employees' Retirement: JP Agreements: Liability.	Neutral	Pending	Neutral	Opposition Removed- Retroactive Provision dropped- Senate amendments concurred in. To Engrossing and Enrolling. 8/31/18
AB 2091	Grayson	Prescribed Burns	Support	Watch	Support	Senate amendments concurred in. To Engrossing and Enrolling. 8/30/18
AB 2162	Chiu	Planning and Zoning: Housing Dev. Supportive Housing	Watch	Watch	Oppose	Senate amendments concurred in. To Engrossing and Enrolling - 08/31/18
AB 2214	Rodriguez	Drug And Alcohol Free Residences	Watch	None	Oppose	DEAD - 2 -Year Bill
AB 2268	Reyes	property tax rev. allocations: veh. Lic. fee adjustments	Support	Pending	Support*	DEAD - 2 -Year Bill
AB 2372	Gloria	Planning & zoning: Density Bonus: Fl. Area Ratio Bonus	Watch	Pending	Watch	Senate amendments concurred in. To Engrossing and Enrolling. 08/29/18
AB 2585	Patterson	Prescribed burns: burn managers: liability	Watch	Pending	Support	DEAD-Cancelled by Author
AB 2631	Allen/Travis	Planning & zoning: aff. hsgng. streamlined approval	Watch	Pending	Watch	DEAD-Cancelled by Author
AB 2766	Berman	California Bev. Container Recycling & Lit. Reduction Act:	Watch	Pending	Support	In Appropriations Committee: Held under submission-8/16/18 SUSPENSE FILE
AB 2812	Limon	Office of Cloud Migration and Digital Innovation	Support	Pending	Support	DEAD- 2-Year Bill. - Failed Deadline pursuant to Rule 61(b)(8)
AB 3037	Chiu	Community Redevelopment Law- 2018	Watch	Watch	Watch	DEAD- 2-Year Bill- committee: Held under submission.
AB 3147	Caballero	Fee Mitigation Act: Housing Developments	Watch	Pending	Oppose	DEAD- 2-Year Bill- committee: Held under submission.
AB 3162	Friedman	Alcoholism or drug abuse recovery or treatment facilities	Support	Pending	Support*	Senate amendments concurred in. To Engrossing and Enrolling 08/29/18

*VCOG Letter Sent



MEMORANDUM

TO: Board of Directors
FROM: Hugh Riley, Executive Director/ 
SUBJECT: Agreement with Independent Auditor- 2017-2018 Audit
DATE: September 20, 2018

Recommendation: Approve agreement (Attachment 1) with Vavrinek, Trine, Day & Co., LLP for professional financial auditing services at a not-to exceed cost of \$5,000 for Fiscal Year 2017-2018.

Discussion:

On January 14, 2010, VCOG approved an Agreement for Professional Auditing Services for Fiscal Years 2009/2010 as an Optional Auditing Task with VTD. That contractual agreement has been extended through succeeding years concluding with the audit for Fiscal Year 2016-2017. The fee for services for the 2016-2017 Audit was \$5000. VTD has proposed a fee of \$5,000 for the new audit based on the amount of work/hours they incurred during the audit last year and the changes that have been made in VCOGs accounting system and practices. There were no negative findings in the previous year's Financial Statements

An Agreement for Professional Financial Auditing Services for the 2017-2018 Fiscal Year is attached.

ATTACHMENT: Agreement with Vavrinek, Trine, Day & Co., LLP

ATTACHMENT

AGREEMENT FOR PROFESSIONAL FINANCIAL AUDITING SERVICES

This is an Agreement by and between the Ventura Council of Governments hereinafter referred to as VCOG, and Vavrinek, Trine, Day & Co., LLP, hereinafter referred to as CONTRACTOR, for professional financial auditing services for fiscal year 2017/2018.

VCOG and CONTRACTOR agree as follows:

1. STATEMENT OF AGREEMENT

VCOG hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described, and as set forth in Attachment A (Scope of Services) and Attachment B (Additional Use of Financial Statements) to this Agreement. CONTRACTOR hereby warrants that it has the professional qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof.

2. DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth in Attachment A (Scope of Services) and Attachment B (Additional Use of Financial Statements) of this Agreement, and the specifications attached thereto. All work by the CONTRACTOR shall be performed in a good and workmanlike manner.

3. CHANGES IN THE WORK

The VCOG may, at any time, by written order to CONTRACTOR make changes within the general Scope of Work, including but not limited to revising or adding to the work or deleting portions thereof. Upon agreement of the parties and receipt of notice of change to the Scope of Work, CONTRACTOR shall immediately take all necessary steps to comply therewith.

4. COMPENSATION

4.1 - The total compensation payable by VCOG, to CONTRACTOR, for the above stated services is not to exceed Five Thousand Dollars (\$5,000.00). VCOG shall not be obligated to pay CONTRACTOR for costs incurred in excess of this amount.

4.2 - CONTRACTOR will bill VCOG monthly for work accomplished during the month. VCOG will pay CONTRACTOR within thirty (30) days of approved receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONTRACTOR and its subcontractors in the performance of the Agreement during the period covered by each invoice.

5. PROGRESS AND COMPLETION

CONTRACTOR shall commence work on the services to be performed upon written authorization of VCOG to proceed. All services shall be completed in accordance with

the Attachment A to this Agreement. Monthly progress reports, which include a summary of the percent of work completed for each task during the billing period, will be provided by the CONTRACTOR with each invoice.

6. ASSIGNMENT AND SUBCONTRACTING

6.1 - This Agreement is for professional services and CONTRACTOR may not assign its rights under this Agreement nor delegate the performance of its duties without the VCOG's prior written consent.

6.2 - CONTRACTOR shall complete all work under this Agreement and as set forth in Attachment A. CONTRACTOR may assign duties to another contractor or to any subcontractor only upon prior written consent of the VCOG. Any assignment or delegation without VCOG's prior written consent shall be void.

7. RELATIONSHIP OF THE PARTIES

CONTRACTOR is, and at all times retains the status of, an independent contractor and shall represent the will of VCOG only as to the results of the subject matter of this Agreement, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the Agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of VCOG.

8. KEY PERSONNEL

Ms. Kinnaly Soukhaseum, CPA; Ms. Ethel Corral, are considered essential to the work being performed under this Agreement; substitution for these individuals will not be made without the prior written consent of the VCOG.

9. INSURANCE

9.1 - Insurance Required. With respect to performance of work under the project Agreement, CONTRACTOR shall maintain insurance as described Sections 9.2 and 9.3 below:

9.2 - Workers' Compensation Insurance. CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance for all CONTRACTOR employees employed at the site of improvement, and in case any work is sublet, CONTRACTOR shall require any contractor or subcontractor similarly to provide Workers' Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by CONTRACTOR. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Workers' Compensation law, CONTRACTOR shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. CONTRACTOR hereby agrees to indemnify, defend and hold harmless VCOG for any damage, penalty or fine resulting to it from a failure of either CONTRACTOR or any contractor or subcontractor to maintain such insurance.

9.3 - Public Liability and Property Damage Insurance. CONTRACTOR shall maintain during the life of this Agreement such public liability and property damage insurance as shall insure VCOG, its Commission, appointive boards, officers, agents, and employees, and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any contractors or subcontractors operations hereunder, whether such operations be by CONTRACTOR or any contractor or subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

- a. Public Liability Insurance. In an amount not less than \$1,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.
- b. Property Damage Insurance. In an amount of not less than \$250,000 for damage to the property of each person on account of any one occurrence.

9.4 - Evidence of Insurance. CONTRACTOR shall furnish VCOG with the execution hereof, with satisfactory evidence of the insurance required under this Agreement, and evidence that each carrier is required to give VCOG at least thirty (30) days prior notice of cancellation or reduction in coverage of any policy during the effective period of this Agreement. For professional liability insurance, CONTRACTOR shall notify VCOG at least thirty (30) days prior notice of cancellation or reduction in coverage.

10. PERMITS

CONTRACTOR shall, at CONTRACTOR's expense, obtain all necessary permits and licenses necessary to perform and complete the work under this Agreement, give all notices, and pay all fees and taxes required by law. Any permits required from VCOG shall be granted to CONTRACTOR at no cost.

11. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold the VCOG, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of Contractor arising out of or in connection with Contractor's performance of this Agreement, including without limitation the payment of attorney's fees. Further, Contractor shall defend at its own expense, including attorney's fees, VCOG, its officials, officers, employees, and agents in any legal action based upon such negligent acts, omissions or willful misconduct.

12. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and applicable laws promulgated thereunder.

13. RECORDS AND AUDITS

The CONTRACTOR's accounting systems shall conform to generally accepted accounting principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers, except for the audit working papers, of CONTRACTOR connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to CONTRACTOR and shall be held open to inspection.

14. ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

15. TERMINATION BY VCOG

This Agreement may be terminated by the VCOG or CONTRACTOR at any time upon thirty (30) days written notice. In full discharge of any obligation to CONTRACTOR in respect of this Agreement and such termination, the VCOG shall pay for the costs and non-cancelable commitments incurred prior to the date of termination and fair closeout costs... CONTRACTOR shall take all reasonable steps to minimize termination costs. In no event, however, shall the VCOG be obligated to pay CONTRACTOR any amount in excess of the total funds committed by the VCOG up to the time of termination to support the work.

16. NOTICES

16.1 - All notices to the VCOG under this Agreement shall be in writing and sent to:

Hugh R Riley, Executive Director
Ventura Council of Governments
P.O Box 157
Moorpark, CA 93020

16.2 - All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Ms. Kinnaly Soukhaseum, CPA, Partner
Vavrinek, Trine, Day & Company, LLP
10681 Foothill Blvd., Ste. 300
Rancho Cucamonga, CA 91730

17. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

17.1 - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

17.2 - This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

17.3 - This Agreement shall be effective as of the issuance of a Notice to Proceed from the VCOG to CONTRACTOR.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement is executed and to be performed in the County of Ventura.

19. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

19.1 COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the regulations relative to nondiscrimination in any, applicable federally assisted programs as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

19.2 NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that may be issued.

19.3 INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by VCOG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VCOG as appropriate, and shall set forth what efforts it has made to obtain the information. The preceding provisions exclude the Contractor's audit working papers.

19.4 SANCTIONS FOR NONCOMPLIANCE:

- a. In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, VCOG may terminate the Agreement.

20. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCOG or a regulator or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions. The preceding provisions exclude the Contractor's audit working papers.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCOG, have disposed of all such litigation, appeals, claims or exceptions related thereto.

21. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCOG. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCOG. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCOG shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by VCOG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCOG and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCOG, Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. TERMINATION

Termination for Convenience - The VCOG, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCOG may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCOG that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCOG, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) - The VCOG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to VCOG's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCOG setting forth the nature of said breach or default, VCOG shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCOG from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that VCOG elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCOG shall not limit VCOG's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

23. ENGAGEMENT LETTER

In order to comply with professional auditing standards, VCOG and Contractor agree that an engagement letter will be signed. All of the components of the engagement letter are incorporated by reference as an attachment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VENTURA COUNCIL OF GOVERNMENTS

Hugh R. Riley, Executive Director

Date

CONTRACTOR – Vavrinek, Trine, Day & Company, LLP

Signature
Kinnaly Soukhaseum, CPA, Partner

Date

ATTACHMENT A

SCOPE OF SERVICES

A. Scope of Work

Required Services

VCOG desires the firm to audit all funds of the agency in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States. The Audit firm will be required to review and assist with the preparation of VCOG's Basic Financial Statements including accompanying schedules and notes. The auditor will be required to assist with the implementation of Government Accounting Standards Board statements as applicable. The audit firm will render their auditor's report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements.

The audit firm will perform a Single Audit on the expenditures of federal grants, if any, in accordance with OMB Uniform Guidance and render the appropriate audit reports on Internal Control over Financial Reporting based on VCOG's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over compliance and on the Schedule of Expenditures of Federal Awards in accordance with OMB Uniform Guidance. The single audit report, if necessary, will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Prior to issuance of the final management letter, the auditor shall deliver a draft copy to VCOG for review and management response.

The auditor will be required to attend a minimum of one Board meeting for the purpose of discussing the audit and its conclusions. The auditor shall provide:

- One (1) unbound reproducible master of each auditor prepared report
- An electronic file of each auditor prepared report in Word
- Thirty (30) bound copies of each final auditor prepared report

B. Auditing Standards

The audit(s) shall be performed using the most current version of each of the following:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;

2. The standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act as amended if one is required;
4. The provisions of Audits State and Local Governments and Non-Profit Organizations;

C. Working Paper Retention

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years after the last year of the contract, unless the auditor is notified in writing by VCOG of the need to extend the retention period. The auditor will be required to make working papers available, upon request, including, but not limited to the following parties or their designees:

- California Controller's Office
- U.S. General Accounting Office (GAO)
- Any agencies included in the audit of federal grants.

In addition, the auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Completion Schedule

Audit planning, documentation of systems of internal control and compliance and transaction testing should be completed within ninety (90) days of receipt of VCOG's written authorization to proceed. It is estimated that VCOG will close its books and be ready for the final audit by **July 31, 2018**.

The auditor shall provide all draft reports and recommendations for improvement to the Treasurer within a reasonable time period after the last day of field work. The auditor should be available for meetings that may be necessary to discuss the draft audit report(s). Once all issues of discussion are resolved, the reviewed basic financial statements, report shall be delivered to the Treasurer. The auditor shall provide VCOG with final changes to the basic financial statements plus a signed, printer ready opinion letter as well as PDF copies of the final reports the management letter by **February 28, 2019**. The final and bound auditor prepared reports should be submitted to VCOG by **February 28, 2019**. If requested, the auditor will be required to attend a minimum of one Board meeting for the purpose of discussing the audit and its conclusions, most likely the Board's March 2018 meeting.

ADDITIONAL USE OF FINANCIAL STATEMENTS

VCOG shall be free to publish its audited financial statements (including the report of the independent auditor) as its see fit – whether it is in an offering statement, on the government's web site, or somewhere else – without having to obtain prior permission from the auditor, provided that all of the following conditions have been met:


- The independent auditor's report accompanies the same complete set of financial statements for which an opinion was rendered;
- The financial statements are not used in a potentially misleading manner; and
- No material subsequent event has occurred that might render the financial statements potentially misleading.



**VENTURA COUNCIL
OF GOVERNMENTS**

MEMORANDUM

TO: Board of Directors

FROM: Hugh Riley, Executive Director 

SUBJECT: Progress Report-Impact Evaluation of Safe Passages Youth Project

DATE: September 20, 2018

Recommendation:

Receive progress update From Dr. Molly George, Associate Professor of Criminology & Criminal Justice and Principal Researcher for the Impact Evaluation of the Safe Passages Project.

Background:

At the VCOG Meeting on March 8, 2018, Thousand Oaks Police Chief Tim Hegel discussed the Project Safe Passage and its programming for at-risk youth in the City of Thousand Oaks. Safe Passage's goal is to stem the growth of criminal gangs by creating an alternative for youth that are attracted to gang life due to their circumstances at home.

The Board was advised of a proposed research study to be conducted by Cal Lutheran University to investigate the effectiveness of Safe Passages by measuring the impact of the on-going community policing efforts and educational interventions with at-risk children. The cost of the study is approximately \$8,000 and is needed to scientifically prove that Safe Passages works.

On May 10, 2018, The VCOG Board of Directors Adopted VCOG Resolution modifying previous funding restrictions to release \$8,000 from VCOG's Restricted Reserve Fund and directed staff to prepare a Research Agreement for the project. On July 11, The Board approved the Research Agreement with Cal Lutheran University for the project.

Work products from the research will include articles, presentations as well as public reports and brochures to disseminate findings and suggest best practices/recommendations to local stakeholders including officials from other jurisdictions. The findings may contribute to conversations with local law enforcement agencies, social service agencies and government agencies to address issues facing

at-risk children throughout Ventura County. Data resulting from the study may also be useful in obtaining grants for the implementation of the Safe Passages or a similar program in other jurisdictions.

Attachment:

1. Project Scope of Work

ATTACHMENT

APPENDIX A SCOPE OF WORK

A multi-methodological approach will be used in this project. Our research team has obtained approval from CLU's IRB Ethics Review Board. The following data collection strategies will be implemented annually over a six-year period:

a. Analysis of Crime Data

In collaboration with the VCSO Crime Analysis Unit, we will analyze existing and ongoing data on crimes and police contact at the two apartment complexes in Thousand Oaks from 2012 onward (this will include the number of calls for service, arrests, and civilian complaints.). The goal will be to track if there have been any changes potentially associated with the community policing and academic intervention programming. All identifying information from the data will be redacted before analysis.

b. Surveys and Semi-Structured Interviews

There are multiple subsets of participants who will be asked to share about their experiences related to the community policing and educational interventions. These include:

Phase I) The families (parents and children) living in the two apartment complexes will be asked to participate in bilingual surveys. Our target respondents are families who actively participate in the afterschool programs (—100 adults and 00 kids). The substantive questions will address their attitudes and experiences in regards to the afterschool program, as well as metrics to gauge their perspectives on the police and experiences living at their residences. Before each survey, we will inform the participants of the purpose of the study and obtain Adult/Parental consent and Child Assent.

Phase II) Members of local law enforcement and the park and recreation workers (—100) who are actively participating in the intervention efforts will be asked to complete surveys.

Phase III) Local school administrators and teachers (—4) who are aware of the ongoing Project Safe Passage efforts for some of their elementary students will be interviewed. We are interested in measuring if oarticipation in the afterschool programs has improved attendance, grades, attitudes, and pro-social behavior among youth.

Project Timeline:

Fall of 2018: Ongoing Data Collection and Safe Passage Programmatic Support

- August: Phase I, Analysis of Crime Statistics
- September: Phase II, Data Collection at Apartment Complexes (Surveys with Families)
- October: CLU Campus Visit for Safe Passage participants
- November: Phase III, Data Collection with VCPD and CRPD staff members
- December: Begin Data Analysis

Spring 2019: Data Analysis and Dissemination

- January-February: Compile preliminary report of our findings
- March: Present at CLU's Festival of Scholars
- April: Present at the Annual meeting for the American Criminological Association
- May: Compile public reports, brochures and presentations based on findings

Summer 2019: Public Conversations

- Organize town hall meetings and facilitate public conversation based on our findings (addressing crime reduction strategies and issues facing at-risk youth and disadvantaged families in our community).

Appendix B: Budget

SAFE PASSAGE PROGRAM BUDGET


Lead Researcher Stipend	\$	2,500	
Research Assistant Stipend	\$	500	
Fringe (8.65%)	\$	260	
Mileage Reimburseement for Student Researchers	\$	3,270	5 researchers x 300
Research Dissemination Event (refreshments, marketing)	\$	470	
Incentives for Respondents	\$	1,000	
Total:	\$	8,000	



**VENTURA COUNCIL
OF GOVERNMENTS**

MEMORANDUM

TO: Board of Directors

FROM: Hugh Riley, Executive Director 

SUBJECT: Southern California Edison- Reliability Improvements, Wildfire Mitigation & Grid Resiliency-

DATE: September 20, 2018

Recommendation:

Receive Report from Southern California Edison (SCE).

Discussion:

Given the complexity of the extraordinary environmental challenges facing California, wildfire prevention and mitigation programs and activities will require broader statewide partnerships in order to maximize effectiveness.

Roughly a quarter of SCE's service territory, covering about 9 million acres, is considered high fire risk. They have long taken substantial steps to reduce the risk of wildfires in its territory and continue to look for ways to improve their operational practices and enhance our infrastructure.

The unprecedented scale of wildfires, like those that recently struck both Northern and Southern California, make it increasingly clear that California needs to take comprehensive steps to strengthen its ability to prevent and suppress wildfires. SCE supports the call to action by Gov. Brown and legislative leaders to address this "new normal" environment and we are committed to being part of the broader solution to this statewide issue.

Prior to the 2017 fires, SCE was already employing robust design and construction standards, vegetation management activities, and operational practices to mitigate wildfire risk, and had established collaborative partnerships with fire agencies to maintain fire safety. SCE is evaluating a variety of tools and technologies to advance fire safety even further throughout our system. In some instances, deployment will take time and may require the approval of SCE's regulators, but SCE remains committed to Protecting public safety and maintaining the reliability of our system, which serves approximately 15 million people.

Rudy Gonzales, SCE Government Relations Manager, will provide a report on SCE's Action Plans for wildfire mitigation and system reliability as well as an update on pending legislation. Mr. Gonzalez has been meeting with city officials over the past two months to apprise them of these actions and future planning.