

Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com



Agenda - Final

Tuesday, September 26, 2017

1:00 PM

Board of Supervisors Chambers

Board of Supervisors

John M. Vasquez (Dist. 4), Chair
(707) 784-6129

Erin Hannigan (Dist. 1), Vice-Chair
(707) 553-5363

Monica Brown (Dist. 2)
(707) 784-3031

James P. Spering (Dist. 3)
(707) 784-6136

Skip Thomson (Dist. 5)
(707) 784-6130

SOLANO COUNTY BOARD OF SUPERVISORS
HOUSING AUTHORITY, SPECIAL DISTRICTS,
SOLANO FACILITIES CORPORATION, AND
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

Temporary parking permits for the County Parking Garage are available from the Board Clerk for visitors attending the Board of Supervisors' meeting for more than 2 hours.

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please call the Office of the Clerk of the Board of Supervisors at 707-784-6100 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Solano County Government Center, 6th Floor Receptionist's Desk, 675 Texas Street, Fairfield, during normal business hours.

If you wish to address any item listed on the Agenda, or Closed Session, please submit a Speaker Card to the Board Clerk before the Board considers the specific item. Cards are available at the entrance to the Board chambers. Please limit your comments to three minutes. For items not listed on the Agenda, please see items from the public below.

AGENDA

CALL TO ORDER - 1:00 P.M.

ROLL CALL

CLOSED SESSION

- 1 [17-683](#) Conference with Legal Counsel - Existing Litigation: Solano County Orderly Growth Committee et al. v. County of Solano et al.

Conference with Legal Counsel - Potential Litigation: One case

Public Employee Appointment: Agricultural Commissioner/Sealer of Weights and Measures

Attachments: [A - Memorandum](#)

RECONVENE - 1:30 P.M.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**SALUTE TO THE FLAG AND A MOMENT OF SILENCE****PRESENTATIONS****ITEMS FROM THE PUBLIC**

This is your opportunity to address the Board on a matter not listed on the Agenda, but it must be within the subject matter jurisdiction of the Board. Please submit a Speaker Card before the first speaker is called and limit your comments to three minutes. The Board will hear public comments for up to fifteen minutes. Any additional public comments will be heard at the conclusion of the meeting. Items from the public will be taken under consideration without discussion by the Board and may be referred to staff.

ADDITIONS TO OR DELETIONS FROM THE AGENDA**APPROVAL OF THE AGENDA****PUBLIC COMMENT ON CONSENT CALENDAR**

Each speaker shall have 3 minutes to address any or all items on the Consent Calendar.

APPROVAL OF THE CONSENT CALENDAR

The Board considers all matters listed under the Consent Calendar to be non-controversial or routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion unless Board members request specific items be discussed and/or removed from the Consent Calendar.

CONSENT CALENDAR**GENERAL GOVERNMENT**Clerk of the Board of Supervisors:

- 2 [17-714](#) Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments: [A - Board Appointment List](#)

Board of Supervisors:

- 3 [17-717](#) Adopt a resolution recognizing Gary Laski, Jr., member of Boy Scout Troop 853 in Fairfield, California, on achieving the rank of Eagle Scout

Attachments: [A - Resolution](#)

County Counsel:

- 4 [17-695](#) Adopt a technical correction ordinance amending Solano County Code Chapter 16, article II, section 16-20, relating to the name of the juvenile treatment facility program
- Attachments:* [A - Ordinance](#)

Human Resources:

- 5 [17-694](#) Adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to add the classification Deputy Director of Probation with an annual salary of \$99,909 - \$121,440
- Attachments:* [A - Resolution](#)

General Services:

- 6 [17-699](#) Approve the Notice of Completion for the Vallejo Veterans Building Improvement Project at 420 Admiral Callaghan Lane; and Authorize the Clerk of the Board to record the executed Notice of Completion
- Attachments:* [A - Notice of Completion](#)
[B - Summary of Project Funding and Expense](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 7 [17-686](#) Adopt a resolution and plaque of appreciation honoring Suzanne Blum, Office Assistant III, upon her retirement from the Department of Health & Social Services, Older & Disabled Adult Services Division with over 26 years of dedicated service to Solano County
- Attachments:* [A - Resolution](#)
- 8 [17-688](#) Adopt a resolution amending the List of Numbers and Classifications of Positions to reclassify 1.0 Full-Time Equivalent (FTE) Social Worker III to a 1.0 FTE Mental Health Clinical Supervisor in the Department of Health & Social Services (H&SS) Public Health Division, Maternal, Child and Adolescent Health Bureau
- Attachments:* [A - Resolution](#)

CRIMINAL JUSTICEDistrict Attorney:

- 9 [17-689](#) Adopt a resolution authorizing the District Attorney to execute a revenue contract with the State of California Victim Compensation Board (VCB) to fund victim restitution services in the amount of \$151,172 for the period of July 1, 2017 through June 30, 2019; and Authorize the District Attorney to execute contract extensions or amendments directly related to ongoing contract activities and within budgeted appropriations
- Attachments:** [A - Resolution](#)
 [B - CalVCB Contract](#)
 [B1 - CalVCB Contract Attachments](#)
- 10 [17-713](#) Approve an Appropriation Transfer Request to recognize \$68,486 in unanticipated revenue from the Office on Violence Against Women (OVW), 2014 Grants to Encourage Arrests and Enforcement of Protection Orders (GTEAP) grant (4/5 vote required); Adopt a resolution to amend the List of Numbers and Classifications of Positions within the District Attorney's Office of Family Violence Prevention to extend 1.0 FTE Limited Term Family Violence Prevention Coordinator position through December 30, 2017; and Authorize the County Administrator to execute any contracts and subsequent amendments that remain within budgeted appropriations
- Attachments:** [A - Resolution](#)

Probation:

- 11 [17-672](#) Approve a contract with Leaders in Community Alternatives, Inc. to provide electronic monitoring services for adult and juvenile probation clients, for an amount not to exceed \$65,000 for the term of October 1, 2017 through June 30, 2018; and Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any future amendments including changes to terms and conditions, scope of services and modifications to contract limits up to 20% of the total contract amount, not to exceed \$50,000
- Attachments:** [A - Contract](#)

- 12 [17-684](#) Approve a contract with Aramark Correctional Services, LLC. to provide on-site food service management at Solano County Juvenile Detention Facility, for an amount not to exceed \$255,500 for the term of October 1, 2017 through June 30, 2018; and Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any future amendments including changes to terms and conditions, scope of services and modifications to contract limits up to 20% of the total contract amount not to exceed \$50,000
- Attachments:** [A - Contract](#)
 [B - Link to RFP](#)
- 13 [17-696](#) Approve a contract with Carol Cramer Brooks to provide Cognitive Behavioral Training (CBT), Instructor Development Training and technical assistance to staff at the Juvenile Detention Facility for an amount not to exceed \$100,500 for the term of October 1, 2017 through September 30, 2018; Authorize the County Administrator, pending County Counsel concurrence, to execute the agreement; and Authorize the Chief of Probation or his designee to execute any amendments which are technical or administrative in nature and remain within the contract amount.
- Attachments:** [A - Contract](#)

Child Support Services:

- 14 [17-674](#) Adopt a resolution and plaque of appreciation honoring Barbara Richards, Supervising Child Support Attorney, upon her retirement from the Department of Child Support Services with over 27 years of dedicated public service to Solano County
- Attachments:** [A - Resolution](#)

LAND USE/TRANSPORTATION

Resource Management:

- 15 [17-692](#) Adopt a resolution accepting the dedication of 0.77 acres of right of way easement for public roadway and public utility purposes on Gordon Valley Road for Minor Subdivision MS-15-03 (Alta Trust)
- Attachments:** [A - Map](#)
 [B - Resolution](#)
- 16 [17-700](#) Approve the Notice of Completion for the Surplus Yard/Ag Facility Access Driveway Improvement Project by Lamon Construction Company, Inc. for a final cost of \$396,027
- Attachments:** [A - Notice of Completion](#)

- 17 [17-701](#) Authorize the Director of Resource Management to execute the Bay Conservation and Development Commission Permit for the Hill Slough Wildlife Area Tidal Restoration Project; and Authorize the Director of Resource Management to accept up to 1 acre of road right of way along Grizzly Island Road from the California Department of Fish and Wildlife
- Attachments:* [A - Site Map](#)
 [B - BCDC Permit Conditions](#)

MISCELLANEOUS ITEMS

Board of Supervisors:

- 18 [17-583](#) Approve the appointment of Stephanie Cobb to the Solano County Library Advisory Council, representing District 2, for a term to expire September 30, 2021
- 19 [17-584](#) Approve the appointment of Steve Sillen to the Senior Coalition, representing District 2, for a term to expire on September 26, 2019

County Counsel:

- 20 [17-685](#) Approve the appointments of Sean Favero as Director of the Maine Prairie Water District with a term to expire at noon on December 6, 2019, and Ryan J. Mahoney, Harold E. Robben, Jr. and Mortimer "Mort" Triplett as Directors of the Maine Prairie Water District with terms to expire at noon on December 3, 2021
- Attachments:* [A - Certificate of Facts](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

GENERAL GOVERNMENTCounty Administrator:

- 21 [17-673](#) Receive an end-of-session legislative update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County; Authorize the incorporation of Legislative Platform Principles related to immigration; and Consider a resolution for maintaining trust and safety for immigrants in Solano County

Attachments: [A - State Legislative Update](#)
 [B - Federal Legislative Update](#)
 [C - Immigration Bills](#)
 [D - SB 54 Bill Language](#)
 [E - Legislative Platform Principles](#)
 [F - Resolution \(District 2\)](#)

LAND USE/TRANSPORTATIONResource Management:

- 22 [17-662](#) Consider adoption of a resolution approving Traffic Order 425, establishing an all way stop at the intersection of Pleasants Valley Road and Vaca Valley Road

Attachments: [A - Resolution](#)

- 23 [17-710](#) Conduct a noticed public hearing to approve an extension through December 13, 2018 for Tentative Subdivision Map No. S-01-03, Dove Creek Ranch Subdivision, located at the southwest terminus of Dove Creek Trail, subdividing the 80 acre project site in to 32 single family lots, ranging in size from 1.3 - 3.8 acres, with additional common lots, subject to the original adopted conditions of approval

Attachments: [A - Resolution](#)
 [B - Conditions of Approval](#)
 [C - Location Map](#)
 [D - Tentative Map](#)
 [E - Public Notice](#)
 [F - Links to 2005 Attachments](#)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**CLOSED SESSION**

- 24 [17-724](#) Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

In-Home Supportive Services Authority representatives: Marc Fox, Jeannine Seher, Mark Love, Gerald Huber, Nancy Huston and Birgitta E. Corsello. Employee organization: SEIU Local 2015

Attachments: [A - Memorandum](#)

RECESS

7:00 P.M.

Resource Management:

- 25** [17-687](#) Consider the request for a continuance; If denied, conduct a public hearing to consider an appeal of the Planning Commission's Approval of Use Permit Application No. U-16-04 (Caymus Suisun Winery) for the construction of a large winery and related uses, including tasting, retail sales and special events located at 4991 Suisun Valley Road, approximately 450 feet north of Mankas Corner Road in an "A-SV-20" Agriculture-Suisun Valley Zoning District (APN's: 0149-060-080 and 0149-060-050); and Consider adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Department of Resource Management

Attachments: [A - Resolution](#)
 [B - Links to Attachments](#)

ADJOURN:

*To the Board of Supervisors meeting of October 3, 2017 at 8:30 A.M., Board Chambers,
675 Texas Street, Fairfield, CA*

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants: _____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Solano County Orderly Growth Committee et al. v. County of Solano et al.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c): One case
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant: _____
 - b. Agency against whom claim filed: _____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with: _____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title: Agricultural Commissioner/Sealer of Weights and Measures
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISSMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6):
- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
 - a. Estimated year of public disclosure: _____
- N. HEARINGS
 - a. Subject matter: _____
(nature of hearing, i.e. medical audit comm.,
quality assurance comm., etc.)

2017 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
NATIONAL												
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 10, 2017	1 year				
REGIONAL/STATE												
ABAG Executive Board	Fred Castro, Clerk of the Board 415-820-7900	Primary	Alternate				Jan. 10, 2017	June 30, 2018	Board every 2 months, 3rd Thurs. 7 p.m.	\$150.00	\$0-\$1,000	Yes
ABAG General Assembly	Fred Castro, Clerk of the Board 415-820-7900	Primary	Alternate				Jan. 10, 2017	June 30, 2018	Twice a year	No		No
ABAG Regional Planning Committee	Miriam Chion 415-820-7900		Primary				Jan. 10, 2017	1 year	1st Wed. alternative months 1:00-3:00 p.m.	\$150.00	\$0-\$1,000	No
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021.	Marcy Hiratzka 415-749-5073			Primary			Jan. 10, 2017	4 year	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
BAAQMD Sub Committees	Marcy Hiratzka 415-749-5073			Primary			Jan. 10, 2017	4 year	9:30 a.m.	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
Bay Conservation and Development Commission	Lawrence Goldzband 415-352-3600			Primary	Alternate		Jan. 10, 2017	1 year	1st & 3rd Thurs., 1p.m.	\$100	\$2,000-\$3,000	Yes
California Fairs Financing Authority	Becky Bailey-Findley 916-263-6177				Primary		Jan. 10, 2017	1 year	Quarterly	No		Yes
CSAC, Board of Directors	Matt Cate, Executive Director 916-327-7500 ext. 506	Primary	Alternate				Jan. 10, 2017	1 year	2/16, 5/18, 9/7, 11/30	No		No
Delta County Coalition	Roberta Goulart 784-7914				Alternate	Primary	Jan. 10, 2017	1 year	As Needed	No		No
Delta Protection Commission	916-375-4800				Alternate	Primary	Jan. 10, 2017	1 year	Every other month	No		Yes
Delta Conservancy Board (Mayor Elizabeth Patterson) - Primary. Term expires Dec. 31, 2018	Brandon Chapin 916-375-2091				Alternate		Jan. 10, 2017	2 year	4th Wed. alternate months beginning Jan. 9:00 - 12:00 p.m.			Yes
Delta Stewardship Council	Jessica Pearson 916-445-4500					Primary	Jan. 10, 2017	2 year	4th Thurs.(and often Friday) of the month	\$3,759.00	\$45,108	Yes
Northern California Counties Tribal Matters Consortium	Nancy Huston 784-6107 & Michelle Heppner 784-3002	Alternate			Primary		Jan. 10, 2017	1 year	As needed			No
Yolo-Solano Air Quality Board	Denise Almaguer 530-757-3675		Primary	Alternate	Primary	Primary	Jan. 10, 2017	1 year	2nd Wed., 9:00 a.m.	\$100.00	\$1,001-\$2,000	Yes
4 C's	Michelle Heppner 784-3002	Primary	Primary	Primary	Primary	Primary	Jan. 10, 2017	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 pm	No		Yes
4 C's Joint Steering Committee *Vice Chair of 4C's and Chair of Board of Supervisors	Michelle Heppner 784-3002	Primary			Primary		Jan. 10, 2017	1 year	As Needed	No		Yes
REGIONAL/STATE - OTHER												
Metropolitan Transportation Commission (MTC) (Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	4th Wed., 9:30 am	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
Bay Area Toll Authority (BATA) (MTC Member)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	4th Wed., 9:30 am	\$100 + tolls & mileage	\$1,001-\$2,000	Yes
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	As Needed	\$100 + tolls & mileage	\$0-\$1,000	Yes

2017 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
COUNTYWIDE												
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Debbie Vaughn 784-6113	Primary					Jan. 10, 2017	2 year	As Needed	No		No
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 10, 2017	1 year	Quarterly	No		Yes
First 5 Solano Commission	Christiana Lewis 784-1492	Primary					Jan. 10, 2017	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21 Retreat 10-3 p.m., 12/5	\$100	\$0-\$1,000	Yes
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 10, 2017	1 year	Jan., March, April, June, Aug., Oct., Nov. 3rd Mon. 2-4 p.m.			Yes
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 10, 2017	1 year	As Needed	No		No
Law Library Board of Trustees	Bonnie Katz 784-1502	Primary					Jan. 10, 2017	1 year	Monthly	No		No
LAFCO	Michelle McIntyre 439-3897			Primary	Primary	Alternate	Jan. 10, 2017	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes
Mental Health Advisory Board	Cindy Limerick 784-8336		Primary				Jan. 10, 2017	1 year	3rd Tues of the month with exception of July 4:30 - 6:00 p.m.	No		Yes
Remote Access Network Board	Angelica Russell 784-7048					Primary	Jan. 10, 2017	1 year	Last Thurs. in Feb., or March & Oct. 10:00 a.m.	No		No
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 10, 2017	1 year	As Needed	No		No
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 10, 2017	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9:00 am	No		No
Solano Land Trust	Nicole Byrd 432-0150 ext. 210				Primary		Jan. 10, 2017	1 year	1st Wed. at 5:30 p.m.	No		Yes
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 10, 2017	1 year	Quarterly	No		Yes
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 10, 2017	1 year	2nd Wed., 6:00 p.m.	\$100	\$1,001-\$2,000	Yes
Solano County Water Agency	Sandra McLean 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 10, 2017	1 year	2nd Thurs., 6:30 p.m.	100 + mileage	\$1,001-\$2,000	Yes
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	June 6, 2017	Alternate 1 year	2nd Thurs. each month @ 5:00 p.m.	No		Yes
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 10, 2017	1 year	As Needed	No		Yes
Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 10, 2017	1 year	As Needed	\$100	\$0-\$1,000	Yes
Travis Community Consortium	Dawn LaBar 428-7749				Alternate	Primary	Jan. 10, 2017	1 year	As Needed			No
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 10, 2017	1 year	As Needed	No		
Vallejo Flood & Wastwater District	Holly Charlety 644-8949 x202	Primary	Alternate				Jan. 10, 2017	1 year	2nd Tues. Jan.-July 6-7 p.m., 3rd Tues. Aug. 6-7 p.m., 2nd Tues. Sept.- Dec. 6-7 p.m.	\$100	\$1,001-\$2,000	Yes
Winters Branch Library Financing Authority	Chris Crist, Business Svcs. Manager 530-666-8083				Primary	Primary	Jan. 10, 2017	1 year	As Needed	No		Yes

2017 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Apointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
BOARD OF SUPERVISORS COMMITTEES												
Cannabis Committee	Bill Emlen 784-6765	Primary			Primary		Dec. 6, 2016	1 year	As Needed	No		No
City of Vallejo Interagency Committee	City Manager's Office, City of Vallejo 648-4576	Primary	Primary				Jan. 10, 2017	1 year	As Needed	No		No
Health & Social Services & Family Justice Committee Inactive		Primary	Primary				Jan. 10, 2017	1 year	As Needed	No		No
Historical Records Committee	Dianne Luna 784-3105		Primary			Primary	Jan. 10, 2017	1 year	As Needed	No		No
Law & Justice Committee Inactive							Jan. 10, 2017	1 year	As Needed	No		
Legislation	Michelle Heppner 784-3002	Primary			Primary		Jan. 10, 2017	1 year	As Needed	No		No
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 10, 2017	1 year	As Needed	No		No
Public Art Committee	Kanon Artiche 784-2781	Primary			Alternate		Jan. 10, 2017	1 year	As Needed	No		No
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 10, 2017	1 year	As Needed	No		No
Senior Issues Committee	Rochelle Sherlock 864-3984		Primary		Primary		Jan. 10, 2017	1 year	As Needed	No		No
Solano 360 Committee Project	Nancy Huston 784-6107	Primary		Primary			Jan. 10, 2017	1 year	As Needed	No		No
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 10, 2017	1 year	As Needed	No		No
Solano Children's Alliance	Alan Kerzin 421-7229		Primary				Jan. 10, 2017	1 year	1st Wed., 12 p.m.	No		No
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 10, 2017	1 year	As Needed	No		No
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 10, 2017	1 year	As Needed	No		No
TOTAL ASSIGNMENTS		27	18	19	29	16						
REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT COMMITTEE MEMBERSHIP												
City	Contact Information	Committee Members					Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
Dixon	Joan Michaels-Aguilar 678-7000 ext. 108	Supervisor Vasquez Debbie Muhl-Public-at-Large					11/8/2016	June 30, 2018	Jan. 27 @ 6:30 p.m	No		Yes
Fairfield	David White 428-7399	Supervisor Spering Anthony Russo - Public-at-Large Chuck Timm - Public-at-Large					7/26/2016	June 30, 2018	As Needed	No		Yes
Rio Vista	Finance Mgr. Mary Lee Sharer 374-2176 or Interim City Mgr. Joseph Tanner 374-6451	Supervisor Thomson Jon Blegen - Public-at-Large					7/26/2016	June 30, 2018	As Needed	No		Yes
Suisun	Jason Garben 421-7347	Supervisor Spering Vacant - Public-at-Large					7/26/2016	June 30, 2018	As Needed	No		Yes
Vacaville	Claudia Archer 449-5112	Supervisor Thomson Dilenna Harris - Public-at-Large (primary) Ralph Cotton - Public-at-Large (alternate)					7/26/2016	June 30, 2018	4th Wed. each month @ 6 p.m. beginning in Feb.	No		Yes
Vallejo	Dawn Abrahamson 648-4527	Supervisor Hannigan Gary Truelsen - Public-at-Large					7/26/2016	June 30, 2018	3rd Thurs. each month at 8:30 a.m.	No		Yes

Updated 08/24/17



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #: 3 **Status:** Consent Calendar
Type: Resolution **Department:** Board of Supervisors
File #: 17-717 **Contact:** Jim Sperring, 784-6136
Agenda date: 9/26/2017 **Final action:**
Title: Adopt a resolution recognizing Gary Laski, Jr., member of Boy Scout Troop 853 in Fairfield, California, on achieving the rank of Eagle Scout
Governing body: Board of Supervisors
District: District 3
Attachments: [A - Resolution](#)

Date	Ver.	Action By	Action	Result
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Published Notice Required? Yes No
Public Hearing Required? Yes No

DEPARTMENTAL RECOMMENDATION:

Supervisor Sperring requests that the Board adopt a resolution recognizing Gary Laski, Jr., a member of Boy Scout Troop 853 in Fairfield, California, on achieving the rank of Eagle Scout.

SUMMARY/DISCUSSION:

The rank of Eagle Scout is the highest award a member of the Boy Scouts of America can receive, and represents many years of hard work and dedication. To become an Eagle Scout, a scout must have demonstrated leadership, good citizenship, and responsibility. Gary Laski has been in scouting for over 9 years. As a Boy Scout, he was recommended for and earned a National Youth Leadership Training Certification, an outdoor program designed to provide youth with leadership skills they can use in situations demanding leadership of self and others. He earned the rank of Eagle Scout on April 3, 2017 by leading a project to build and paint tables and a bookshelf used for museum displays and materials for the Jimmy Doolittle Center in Vacaville.

FINANCIAL IMPACT:

There is no financial impact associated with this resolution.

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended because it is in keeping with the Board of Supervisors practice to recognize outstanding achievements by members of the public.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2017 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING GARY LASKI, JR., MEMBER OF BOY SCOUT TROOP 853 IN FAIRFIELD, CALIFORNIA, ON ACHIEVING THE RANK OF EAGLE SCOUT

WHEREAS, the rank of Eagle Scout is the highest award a member of the Boy Scouts of America can receive, and represents many years of hard work and dedication. To become an Eagle Scout, a scout must have demonstrated the ability to lead, be a good citizen, and accept responsibility; and

WHEREAS, earning the rank of Eagle Scout is a remarkable accomplishment. Scouts are required to earn at least 21 merit badges, including ones for first aid, emergency preparedness; citizenship in the community, the nation and the world; communications, environmental science, personal fitness, camping, family life, personal management, and cooking. The culmination of their years in scouting require Eagle Scouts to plan, develop and lead a service project for their community, school, or religious organization; and

WHEREAS, Gary Laski, Jr. earned the rank of Eagle Scout by leading a project to build and paint tables and a bookshelf used for museum displays and materials for the Jimmy Doolittle Center in Vacaville. He recruited volunteers, conducted fundraising, coordinated and directed the work efforts associated with the project, and met the criteria to pass a final Board of Review; and

WHEREAS, Gary Laski has been in scouting for over 9 years. As a Boy Scout, Gary was recommended for and earned National Youth Leadership Training Certification, an outdoor program designed to provide youth with leadership skills they can use in situations demanding leadership of self and others.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Solano County does hereby honor Gary Laski, Jr., for his personal achievements and for his contribution to the citizens of Solano County. In addition, we extend our appreciation to his troop leaders, community, and family members that encouraged and inspired Gary's achievements.

Dated this 26th day of September, 2017

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

The Board could reject the proposed technical change, but this is not recommended because we need to retain State funding and provide accurate and reliable code references.

OTHER AGENCY INVOLVEMENT:

We consulted with the Chief Probation Officer.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

ORDINANCE NO. 2017 - _____

Technical correction ordinance amending Chapter 16, article II, section 16-20, relating to the name of the juvenile treatment facility program

The Solano County Board of Supervisors ordains as follows:

Chapter 16, article II is amended as follows:

Section 1. Section 16-20 is amended to read:

A juvenile treatment facility is established as authorized by Welfare and Institutions Code sections 880 to 891, inclusive. The juvenile treatment facility shall be known as the *Challenge Academy of Solano County* program and may be designated in court orders and other official documents as the *Challenge Academy*.

Section 2. Effective Date

This ordinance shall be effective thirty (30) days after its passage.

Section 3. Publication

A summary of this ordinance shall be published once within fifteen (15) days after its adoption, in the Fairfield Daily Republic, a newspaper of general circulation in the County of Solano.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 26, 2017 by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____
EXCUSED:	SUPERVISORS	_____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

Introduced: September 12, 2017
Adopted: September 26, 2017
Effective: October 27, 2017

County Probation Department. This is a senior management class, with responsibility to coordinate staff development, services as a member of the department's management team, and represents the department on outside task forces and committees.

The proposed salary is \$99,909 per year (Step 1) through \$121,440 per year (Step 5). This salary is approximately ten percent (10%) higher than the Probation Services Manager, which is the classification supervised by the Deputy Director.

ALTERNATIVES:

The Board of Supervisors could elect to not amend the Alphabetical Listing of Classes and Salaries to add the classification Deputy Director of Probation at the recommended salary. However, this is not recommended as the Probation Department has requested this new classification and the Board of Supervisors previously approved adding one position.

OTHER AGENCY INVOLVEMENT:

Human Resources worked with the Probation Department in creating the class specification for the Deputy Director of Probation class. The Deputy Director of Probation classification is represented by LEMA, and on August 15, 2017, the Association's President was provided the proposed class specifications revisions for review.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2017 - _____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AMENDING THE ALPHABETICAL LISTING OF CLASSES AND SALARIES

WHEREAS, regulation of compensation of officers and employees of the County may be fixed by resolution of the Board of Supervisors; and

WHEREAS, the Alphabetical Listing of Classes and Salaries requires modification from time to time.

BE IT RESOLVED AND ORDERED that the Solano County Board of Supervisors authorize the Director of Human Resources to make any technical corrections if needed;

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the Solano County Board of Supervisors amends the Solano County Alphabetical Listing of Classes and Salaries as follows:

OT	Class#	Class Title	EER	Grade	Salary Range
05	117350	Deputy Director of Probation	17	006	\$8,325.72 – \$10,119.97/ monthly



Director of Human Resources

9/12/17

Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on _____ by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #: 6 **Status:** Consent Calendar
Type: Notice of Completion **Department:** General Services
File #: 17-699 **Contact:** Mark Hummel, 784-7908
Agenda date: 9/26/2017 **Final action:**
Title: Approve the Notice of Completion for the Vallejo Veterans Building Improvement Project at 420 Admiral Callaghan Lane; and Authorize the Clerk of the Board to record the executed Notice of Completion
Governing body: Board of Supervisors
District: All
Attachments: [A - Notice of Completion](#)
[B - Summary of Project Funding and Expense](#)

Date	Ver.	Action By	Action	Result
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Published Notice Required? Yes ___ No X
Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Department of General Services recommends that the Board of Supervisors:

1. Approve the Notice of Completion for the Vallejo Veterans Building Improvement Project at 420 Admiral Callaghan Lane; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion.

SUMMARY:

On April 25, 2017, the Board awarded a construction contract to CWS Construction Group, Inc. of Novato to provide improvements to the Vallejo Veterans Building (Project). During the course of the construction, the quality of work satisfied the requirements of the construction documents and has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notice of Completion (Attachment A) for the Project and authorize the Clerk of the Board to record the document and allow release of retention funds held by the County.

FINANCIAL IMPACT:

The Board previously approved \$300,000 from the Capital Renewal Reserve Fund to fund the Project (Budget 1679). The project budget was later augmented with an additional \$150,419 from Accumulated Capital Outlay Contingency Fund for a total appropriation of \$450,419.

The Project expenses, including construction, engineering and design fees, permits and inspections, and project management totaled \$449,520. Remaining project funds of \$899 will be returned to the Accumulated Capital Outlay Contingency Fund. The Project budget and expenses are summarized in Attachment B.

DISCUSSION:

The Project provided accessible improvements to the Veterans Building including restroom upgrades, kitchen upgrades, and a ramp leading to the stage. During the course of construction, one change order totaling \$20,816 was approved, resulting in a final construction expense of \$348,816.

ALTERNATIVES:

The Board could choose not to execute and record the Notice of Completion. This action is not recommended since CWS Construction Group, Inc. has successfully fulfilled the terms of the contract. Failure to adopt the Notice of Completion will prevent release of retention funds and payments to the General Contractor, which could result in adverse claims.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

When recorded return to:
Department of General Services
675 Texas Street, Suite 2500
Fairfield, CA 94533

NOTICE OF COMPLETION

NOTICE IS GIVEN that the undersigned:

County of Solano, OWNER, 675 Texas Street, Fairfield, California 94533, caused certain construction work to be performed within the County of Solano, which work is generally described as follows:

Project: **1679 – Vallejo Veterans Building Improvement Project**

Address: **420 Admiral Callaghan Lane
Vallejo, CA 94591**

Nature of the
Interest of
the Owner: **Fee**

Parcel #(s): **0069-042-100**

That the contract for the performance of such work was awarded to CWS Construction Group, Inc. of Novato, CA; that said work was completed on July 31, 2017 and was accepted by the Board of Supervisors and said County of Solano on September 12, 2017; and that CWS Construction Group Inc. was the contractor; and furthermore, that Endurance Assurance Corporation, Delaware, was the surety on the contractor's bonds.

State of California}
County of Solano}

The undersigned, John M. Vasquez, being duly sworn says that he is the Chair of the Solano County Board of Supervisors; that he is the person signing the above document; and that he swears under penalty of perjury that he has read the same, knows the contents thereof, and that the facts stated above are true.

By _____
JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

Attested:

By _____
Jeanette Neiger, Chief Deputy Clerk, _____
Date

**Veterans Building Improvements
420 Admiral Callaghan Lane, Vallejo**

Summary of Project Budget and Expenses

Approved Project Budget	\$	450,419
Construction Expense		
Construction Contract	\$	328,000
Change Order #1	\$	20,816
Subtotal	\$	348,816
Other Project Expense		
Project Management	\$	37,316
Engineering and Design Fees	\$	56,007
Permits / Inspections	\$	4,495
Temporary Restroom Facilities	\$	1,932
Miscellaneous Expense	\$	954
Subtotal	\$	100,704
Total Project Expense	\$	449,520
Project Fund Balance	\$	899
(return to Accumulated Capital Outlay Contingency Fund)		



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #: 7 **Status:** Consent Calendar
Type: Resolution **Department:** Health and Social Services
File #: 17-686 **Contact:** Gerald Huber, 784-8400
Agenda date: 9/26/2017 **Final action:**
Title: Adopt a resolution and plaque of appreciation honoring Suzanne Blum, Office Assistant III, upon her retirement from the Department of Health & Social Services, Older & Disabled Adult Services Division with over 26 years of dedicated service to Solano County
Governing body: Board of Supervisors
District: All
Attachments: [A - Resolution](#)

Date	Ver.	Action By	Action	Result
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Published Notice Required? Yes _____ No X
Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends the Board adopt a resolution and plaque of appreciation honoring Suzanne Blum, Office Assistant III, upon her retirement from the Older & Disabled Adult Services Division with over 26 years of dedicated service to Solano County.

SUMMARY/ DISCUSSION:

On June 11, 1991, Ms. Blum began her career as a Clerical Support Specialist in H&SS where she worked in the Vallejo office within the records unit processing incoming applications, opening and closing cases, and working closely with eligibility staff to manage all case records. She transferred to the Suisun office in 1993 and then to Fairfield in 1995.

In 1998, Ms. Blum was promoted to an Office Assistant III working as the lead worker in the records unit in Fairfield, where she remained until 2004. In 2004, Ms. Blum began working for the Older & Disabled Adults Services (ODAS) Medi-Cal Unit as the Unit Clerk, where she supported ten (10) eligibility workers, a lead worker, and the ODAS Supervisor. Ms. Blum was responsible for the tracking of all incoming and outgoing cases; assigning cases for the unit; creating renewal packets; reception and information assistance to Medi-Cal clients; mail distribution; and creating statistical reports.

In October 2012, Ms. Blum was assigned to the Employment & Eligibility clerical pool where she processed incoming applications for all programs; performed reception duties including lobby traffic control; transferred cases; and performed document imaging.

In September 2014, Ms. Blum transferred to the In-Home Supportive Services (IHSS) Public Authority where she managed health benefits for IHSS caregivers and provided workshop support and management of the Registry recruitment processes. During her time with the Public Authority, Ms. Blum was instrumental in the elimination of the wait list for health benefits for IHSS caregivers, and served over 1,100 IHSS caregivers with their application for the health plan, often making referrals to Medi-Cal and Covered California or advocating to

the health plan on behalf of the caregiver. Additionally, Ms. Blum worked actively to help streamline the Registry Provider recruitment efforts, adding over 350 new caregivers to the Registry, assisting in the interview process, and tracking and performing hundreds of reference checks.

Ms. Blum retires effective September 29, 2017 with over 26 years of dedicated service to Solano County Health and Social Services, Older and Disabled Adults Services Division.

FINANCIAL IMPACT:

The cost of providing this resolution and plaque of appreciation is included in the County's FY2017/18 approved Budget. There is no additional impact to the General Fund.

ALTERNATIVES:

The Board may choose not to adopt the resolution and plaque of appreciation honoring Suzanne Blum; however, this is not recommended as it is an opportunity to acknowledge the dedicated service of a Solano County employee.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENT RECOMMENDATION

Resolution No. 2017-_____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
HONORING SUZANNE BLUM, OFFICE ASSISTANT III,
UPON HER RETIREMENT FROM THE HEALTH & SOCIAL SERVICES DEPARTMENT
OLDER & DISABLED ADULTS SERVICES BUREAU-IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY, WITH OVER 26 YEARS OF DEDICATED SERVICE**

WHEREAS, Suzanne Blum began her career on June 11, 1991 as a Clerical Support Specialist in Health and Social Services where she worked in the records unit processing incoming applications, opening and closing cases, and working closely with eligibility staff to manage all case records; and

WHEREAS, in 1998, Ms. Blum was promoted to an Office Assistant III and worked as the lead worker in the records unit in the Fairfield office until 2004 when she then began working for the Older & Disabled Adults Services (ODAS) Medi-Cal Unit; and

WHEREAS, Ms. Blum supported ODAS eligibility staff by tracking all incoming and outgoing cases; assigning cases to the unit; creating renewal packets; providing reception and information assistance to Medi-Cal clients; distributing mail; and creating statistical reports; and

WHEREAS, in October 2012, Ms. Blum was assigned to the Employment & Eligibility clerical pool where she processed incoming applications for all programs; performed reception duties including lobby traffic control; transferred cases; and performed document imaging; and

WHEREAS, in September 2014, Ms. Blum transferred to the In-Home Supportive Services (IHSS) Public Authority where she managed health benefits for IHSS caregivers and provided workshop and training support in addition to management of the IHSS registry recruitment process; and

WHEREAS, Ms. Blum was instrumental in the elimination of the wait list for health benefits for IHSS caregivers, assisting over 1,100 caregivers with their applications for health coverage, and often making referrals to Medi-Cal and Covered California or advocating to the health plan on behalf of the IHSS caregiver; and

WHEREAS, Ms. Blum worked actively to help streamline the Registry Provider recruitment efforts, adding over 350 new caregivers to the registry, assisting in the interview process and performing hundreds of reference checks.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors hereby commends Suzanne Blum for over 26 years of outstanding and dedicated service and wish her well in her retirement and future endeavors.

Dated this 26th day of September, 2017

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

DISCUSSION:

The HFA program is charged with serving high-risk, overburdened families to cultivate and strengthen nurturing parent-child relationships, and with promoting healthy childhood growth and development by reducing risks and building protective factors to enhance family functioning. Between January 2013 and January 2017, the program has served over 210 families and their newborns. In this short time, the program has seen outcomes that include the following:

- Nearly all clients (97%) have accessed early prenatal care during the first trimester of pregnancy;
- Nearly all infants (97%) have been born at optimal weight-greater than 2500 grams (or approximately 5.5 pounds);
- Nearly all families (99.5%) have been able to avoid entering or re-entering the Child Protective Services system;
- More than four of five (83%) children have received two or more developmental screens; and,
- All children (100%) have a medical home (linkage to a health care provider).

Currently, a Social Worker III provides oversight of the HFA team and other members of the MCAH Bureau who are required to have consultation with a Licensed Clinical Social Worker (LCSW). The current incumbent is an LCSW. The HFA team consists of a Health Education Specialist, five (5) Health Assistants (Home Visitors), an Office Assistant II, a Data Entry Technician and a Program Manager. The other staff members who receive oversight and consultation from the LCSW include Social Worker III's, Mental Health Clinicians, and Public Health Nurses in MCAH. The oversight of these positions is more appropriate to be provided by a Mental Health Clinical Supervisor, which would also help the HFA Program meet standards set by the evidence-based program's HFA National Office.

These and other duties currently performed by the incumbent, requiring specific clinical knowledge and skills, are outside of the Social Worker III classification and are more accurately incorporated in the Mental Health Clinical Supervisor classification.

The Mental Health Clinical Supervisor will also aid the HFA Program by meeting the required National Accreditation Standards for program implementation and continued accreditation by conducting continuous quality improvement, reviewing and analyzing program data and assuring adherence to program policies and procedures. In addition, the Mental Health Clinical Supervisor will provide clinical evaluation and support to MCAH Bureau Social Worker III's and a Mental Health Clinician.

ALTERNATIVES:

The Board could choose not to adopt the resolution approving the reclassification of the Social Worker III to a Mental Health Clinical Supervisor position in H&SS. This is not recommended as the evidence-based Healthy Families America Program requires adherence to standards for continued program accreditation in order to meet the needs of Solano County's vulnerable population. In addition, by not approving the reclassification, it would limit the ability to efficiently manage direct service staff, meet the operational goals of the MCAH Bureau and maintain Healthy Families America Program accreditation.

OTHER AGENCY INVOLVEMENT:

H&SS worked with the County Administrator's Office and the Department of Human Resources on this Board item.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

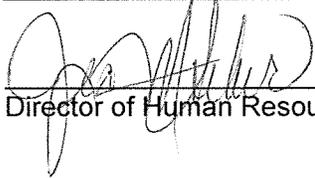
RESOLUTION NO. 2017 - _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SOLANO
AMENDING THE LIST OF NUMBERS AND CLASSIFICATIONS OF POSITIONS
WITHIN SOLANO COUNTY**

BE IT RESOLVED AND ORDERED, that the Solano County Board of Supervisors authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED AND ORDERED, that the Solano County Board of Supervisors does hereby amend, modify and/or alter its Allocation List of Positions of Solano County as set forth below:

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
H&SS-Health Svcs-Pub Hlth	7859	344020	14368	Social Worker III	10/8/17	100.0	86.0	99.0	(1.0)
H&SS-Health Svcs-Pub Hlth	7859	335110	14368	Mental Health Clinical Supervisor	10/8/17	17.5	17.0	18.5	1.0



Director of Human Resources

9/7/17

Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on _____ by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #: 9 **Status:** Consent Calendar
Type: Resolution **Department:** District Attorney
File #: 17-689 **Contact:** Krishna Abrams, 784-6800
Agenda date: 9/26/2017 **Final action:**
Title: Adopt a resolution authorizing the District Attorney to execute a revenue contract with the State of California Victim Compensation Board (VCB) to fund victim restitution services in the amount of \$151,172 for the period of July 1, 2017 through June 30, 2019; and Authorize the District Attorney to execute contract extensions or amendments directly related to ongoing contract activities and within budgeted appropriations
Governing body: Board of Supervisors
District: All
Attachments: [A - Resolution](#)
[B - CalVCB Contract](#)
[B1 - CalVCB Contract Attachments](#)

Date	Ver.	Action By	Action	Result
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Published Notice Required? Yes _____ No X
Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

The District Attorney's Office recommends that the Board of Supervisors:

1. Adopt a resolution authorizing the District Attorney to execute a revenue contract with the State of California Victim Compensation Board (VCB) to fund victim restitution services in the amount of \$151,172 for the period of July 1, 2017 through June 30, 2019; and
2. Authorize the District Attorney to execute contract extensions or amendments directly related to ongoing contract activities and within budgeted appropriations.

SUMMARY/DISCUSSION:

The Solano County District Attorney's Office has participated in this project with the State of California to assist victims of crimes in obtaining information and making dispositional information available to the State Board of Control, Victim Compensation Board since 1996. The project funding allows the District Attorney to fund 73% of a full time Paralegal position to assist prosecuting attorneys to ensure expedited payments of restitution to victims. The existing contract approved by the Board of Supervisors on July 26, 2016 expired on June 30, 2017.

The State Board has agreed to provide a total of \$151,172 in funding to continue this project for the period of July 1, 2017 through June 30, 2019. Approval of the attached resolution will allow the District Attorney to continue their participation in this long standing program and to approve renewals, extensions and amendments through June 30, 2021 in support of a program which assists the victims of crime in obtaining dispositional information for the State as long as the Victim Compensation Board continues to provide funding.

FINANCIAL IMPACT:

The VCB revenue contract provides \$151,172 over a two-year period. The FY2017/18 Adopted Budget included the annual cost of the full time Paralegal, including salary and all benefits of \$102,870. The estimated revenues of \$75,586 for FY2017/18 from this State Revenue contract are included in the Department's FY2017/18 Adopted Budget. The \$27,284 difference is funded by the General Fund and is also included in the Department's FY2017/18 Adopted Budget.

ALTERNATIVES:

The Board may choose not to adopt the resolution. This would result in the loss of \$75,586 in revenue for FY2017/18 and require either a replacement funding source for the lost grant funds or a reduction in staffing, and a reduction in services provided. Solano County District Attorney's Office would not be able to continue the services provided by this program to the victims of crimes in Solano County should grant funds not be received from the State for this program.

OTHER AGENCY INVOLVEMENT:

Solano County Counsel has reviewed and approved the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2017 - _____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE DISTRICT ATTORNEY TO SIGN, ON BEHALF OF THE BOARD OF SUPERVISORS,
AN AGREEMENT BETWEEN
THE CALIFORNIA VICTIM COMPENSATION BOARD AND THE COUNTY OF SOLANO
(AGREEMENT #: VC-7085)

Whereas, the Solano County District Attorney has previously entered into an agreement with the California Victim Compensation Board (the "VCB") and desires to continue the program to ensure restitution fines and orders are properly administered in accordance with applicable statutes; and

Whereas, the VCB has authorized and allocated \$151,172 for the period of July 1, 2017 through June 30, 2019 to implement this project subject to the execution of a Standard Agreement.

Resolved, the Board authorizes the Solano County District Attorney to execute the Standard Agreement with the VCB, including any renewals, extensions or amendments directly related to ongoing contract activities and which do not increase the amount allocated above.

Further resolved, that the District Attorney of the County of Solano is authorized to accept and expend a grant in the amount of \$151,172 from the VCB for the period of July 1, 2017, through June 30, 2019.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 26, 2017 by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____
EXCUSED:	SUPERVISORS	_____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

AGREEMENT NUMBER

VC-7085

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF SOLANO, DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2019**

3. The maximum amount of this Agreement is: **\$151,172.00**
 One Hundred Fifty One Thousand One Hundred Seventy Two Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Exhibit E – CalVCB CRC Specialist Monthly Activity Timesheet	1 Page
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	4 Pages
Attachment III – CalVCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Instructions for Completing Monthly Invoices	3 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	2 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages
Attachment XIII – CalVCB Password Policy (Memo 17-012)	6 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF SOLANO, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
675 Texas Street, Suite 4500, Fairfield CA 94533		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature)		
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER		
ADDRESS		
400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

1. SCOPE OF WORK

The Board and the District Attorney's Office agree that:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:
 - i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - iv. Diversion restitution fees in all cases in which the offender is diverted;
 - v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - vi. Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
 - vii. Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney and agreed to by the Board.
- d. The District Attorney's Office (or his/her designee) and -the Board's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
- e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:
 - Involvement in the crime
 - Lack of cooperation with law enforcement or the Board
 - Felon

EXHIBIT A

SCOPE OF WORK

- f. When the Specialist receives notice an applicant filed for assistance from the Board prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the Board, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from the Board's application processing system during the trial stage, the Specialist must obtain approval from the Board.
- g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A.1a, to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board has not made a payment on the associated application(s)).
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the Board's payment information and request that the probation department include the information in the PSI.
- i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board within thirty (30) calendar days of the judge imposing the restitution order and fine.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110s and/or Minute Orders) is forwarded to the Board's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS), or the local collection entity.
- k. The Specialist shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System in the Post-Disposition Follow-Up Que. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested. The Specialist shall notify the Board when it declines to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.
- l. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine information, order information, and offender information.
- m. The Specialist will cooperate with CDCR staff in the modification of restitution orders.
- n. The Specialist shall notify the Board's Restitution Analyst, upon discovery, that the applicant has filed a civil suit, vehicle insurance claim, Workers' Compensation claim, or any other type of

EXHIBIT A

SCOPE OF WORK

recovery that could be used to offset losses the applicant may have incurred as a direct result of the crime.

- o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a request.
- p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the collections of, restitution orders and fines.
- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist and his/her supervisor shall review and acknowledge all Board's policies as referenced in Exhibit D and Attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.
- s. The Specialist must perform the work described in the SOW, Exhibit A. The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet, Exhibit E. The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Solano DA's Office
Name: Valinda Roberts, Deputy Executive Officer Administration and Finance Division	Name: Tonya Covington
Phone: (916) 491-3505	Phone: 707-784-7588
Fax: (916) 491- 6420	Fax:
Email: Restitution@victims.ca.gov	Email: trcovington@solanocounty.com

For additional information, direct your inquiries to:

CalVCB CRC Liaison:	Name: Tammy Newton
	Email: Tammy.Newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Contract Section:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzger@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@victims.ca.gov
	Phone: (916) 491-3709

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached budget.
- b. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the budget (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) has devoted to the Board in a specific month. The District Attorney's Office shall submit the following backup documentation with their invoices:
 - CalVCB Monthly Activity Timesheet, Exhibit E, for each employee for the time period billed;
 - County timesheets for each employee for the time period billed;
 - Copy of the County's Accounting or Human Resources report displaying the salaries/wages and itemized benefits actually paid to each employee for the time period billed;
 - Itemize all operating and overhead expenses for the time period billed.
- c. Invoices and backup documentation shall be mailed no later than the 15th of the month to:

California Victim Compensation Board
Attn: Accounting Section
P. O. Box 1348
Sacramento, CA 95812-1348
- d. Failure to provide the required documentation may result in the delay of processing the invoice and/or denial of payment.
- e. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by the Board.

2. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

- c. The District Attorney's Office shall be paid by the Board from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Public Safety and Victim Services Division, Office of Emergency Services.
- d. The Board reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the Board. Notification will be provided to the county before any action is taken.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within thirty (45) days of receipt, in accordance with Chapter 4.5 of the Government Code Section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be two (2) years. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$75,586.00 for fiscal year 2017/2018 and \$75,586.00 for fiscal year 2018/2019. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract, upon approval of the Board.

The District Attorney's Office shall submit a budget for Fiscal Year 2017/2018 by September 1, 2017 with this contract. The District Attorney's Office shall submit a proposed budget for Fiscal Year 2018/2019 no later than September 1, 2018. The CRC manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-item as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not directly

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses that are deemed ineligible by the state.

- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how and which operating expense line items are included in the calculate of the indirect cost rate. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary and fringe benefits.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

BUDGET WORKSHEET
 FY2018-2019
 (Standard Agreement)

Exhibit B-1
 County of Solano
 Agreement Number VC-7085

County and Agency: SOLANO COUNTY DISTRICT ATTORNEY OFFICE			
Personnel Expenses	2017-2018 BUDGET	Salary / Hourly Rate Range	Timebase
SALARIES AND WAGES			
Name: Kathy Azevedo	\$52,030.00	\$2,365 - \$2,423/Bi-Weekly	100%
Name:			
FRINGE BENEFITS		PERCENTAGE OF SALARY / DESCRIPTION	
Name: Kathy Azevedo	\$23,556.00	35%-45% of Salary	
Name:		Benefits include: Retirement, Deferred Comp, FICA, Health Ins.	
Name:		Vision, Dental and Life Ins.	
Name:			
Name:			
TOTAL PERSONNEL EXPENSES	\$75,586.00		
Operating and Overhead Expenses		DESCRIPTION OF EXPENSES	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Training			
Travel (Reimbursed @ current DPA rates)			
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)			
TOTAL OPERATING EXPENSES			
TOTAL BUDGET	\$75,586.00		

* A request for Office Supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

Although equipment is included in the budget, ALL equipment for which the county requests reimbursement from the Board must be requested in writing by the county and approved in writing by the Board **prior to purchase. All requests must be submitted on the **County Purchase Request Form** form. **Note:** The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

BUDGET WORKSHEET

FY2018-2019
(Standard Agreement)

Exhibit B-1
County of Solano
Agreement Number VC-7085

County and Agency: SOLANO COUNTY DISTRICT ATTORNEY OFFICE			
Personnel Expenses	2018-2019 BUDGET	Salary / Hourly Rate Range	Timebase
SALARIES AND WAGES			
Name: Kathy Azevedo	\$52,030.00	\$2,365 - \$2,423/Bi-Weekly	100%
Name:			
FRINGE BENEFITS		PERCENTAGE OF SALARY / DESCRIPTION	
Name: Kathy Azevedo	\$23,556.00	35%-45% of Salary	
Name:		Benefits include: Retirement, Deferred Comp, FICA, Health Ins.	
Name:		Vision, Dental and Life Ins.	
Name:			
Name:			
TOTAL PERSONNEL EXPENSES		\$75,586.00	
Operating and Overhead Expenses		DESCRIPTION OF EXPENSES	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Training			
Travel (Reimbursed @ current DPA rates)			
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)			
TOTAL OPERATING EXPENSES			
TOTAL BUDGET		\$75,586.00	

* A request for Office Supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

Although equipment is included in the budget, ALL equipment for which the county requests reimbursement from the Board must be requested in writing by the county and approved in writing by the Board **prior to purchase. All requests must be submitted on the **County Purchase Request Form** form. **Note:** The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

Information Systems Security and Confidentiality

Acknowledgement

I have read and understand the *CalVCB Information Systems Security and Confidentiality* requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the *Acceptable Use of CalVCB Technology Resources Policy, Information Security Policy*, or contact my manager/supervisor to seek further clarification. I understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination.

I understand that I must:

- Read and understand the CalVCB Information Security Policy.
- Use CalVCB information assets and computer resources only for CalVCB business-related purposes.
- Ensure that my personal use of the internet is minimal and incidental use shall not violate other terms of established policy, be used in an unethical manner, or incur additional costs to the State.
- Access CalVCB systems and networks using only my assigned confidential user identifiers and passwords.
- Notify the CalVCB Information Security Officer immediately of any actual or attempted security violations including unauthorized access, theft, and destruction; misuse of systems equipment, software, or data.
- Take precautions to prevent virus contamination of CalVCB data files, and report any suspected virus or other destructive programs immediately to the Information Technology Section Help Desk.
- Exercise care in protecting confidential data including the use of encryption technology whenever it is required and/or provided by the CalVCB.
- Not attempt to monitor or tamper with another user's electronic communications or read, copy, change, or delete another user's files or software without the explicit agreement of the owner or per management direction.
- Change passwords at the prescribed expiration intervals.
- Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at CalVCB.
- Comply with all applicable copyright laws.
- Not disable the virus protection software installed on the CalVCB network and personal computers.

- Not attempt to circumvent data protection schemes and report to the Information Security Officer immediately any newly identified security vulnerabilities or loopholes.
- Follow certified destruction procedures for information disposal to prevent the unauthorized disclosure of data.
- Use only CaIVCB approved hardware and software and never download from the internet or upload from home.
- Not use CaIVCB electronic systems to send, receive, or store material that violates existing laws or is of a discriminating, harassing, derogatory, defamatory, threatening, or obscene nature.
- Not illegally use or copy CaIVCB software.
- Use care to secure physical information system equipment from unauthorized access, theft, or misuse.
- Access only system areas, functions, or files that I am authorized to use.
- Not share individual account passwords.

I understand that CaIVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CaIVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

<u>Kathryn Azevedo</u>	<u>District Attorney's Office</u>	
User Name (Print)	Division or Unit	
<u>[Signature]</u>	<u>7/1 /2017</u>	<u>(707) 784-6994</u>
User Signature	Date	Phone Number
<u>[Signature]</u>	<u>7/1/17</u>	<u>(707) 784-7588</u>
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

Acceptable Use of Technology Resources

Memo Number: 17-005

Date Issued: 1/11/17

Supersedes: 15-003

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) *Acceptable Use of Technology Resources Policy* does the following:

- Defines the rules for the use of the CalVCB network, wireless network, computer systems, Internet, and other technology resources such as email, desktop workstations, mobile devices, and telephones.
- States clearly that state technology resources are to be used for state business purposes; and,
- Establishes that the Information Technology Division (ITD) routinely monitors CalVCB technology resources to identify improper use.

Policy

It is the policy of the CalVCB that:

- Use of technology resources must comply with the laws and policies of the United States Government and the State of California.
- Each user's assigned job duties and responsibilities are appropriate and regulated.
- Restrictions to CalVCB ITD assets are based on a staff person's business need (need-to-know).
- CalVCB's ITD staff may monitor the network continuously and/or periodically to ensure compliance.

Applicability

This Policy applies to:

- All employees, temporary staff, contractors, consultants, and anyone performing work on behalf of the CaIVCB.

Note: If any provisions of this Policy are in conflict with a Memoranda of Understanding (MOU), the applicable sections of the MOU will be controlling.

Management Responsibilities

- Authorize staff to use the network-based resources for appropriate business need.
- Ensure that staff has reviewed all appropriate policies, and signed the Acceptable Use of Technology Resources Policy Acknowledgement form.
- Report any violations to the CaIVCB Information Security Officer (ISO).

User Responsibilities

- Act in the best interest of the CaIVCB by adhering to this Policy.
- Use discretion when using CaIVCB information technology assets.
- Access only the CaIVCB resources that they are authorized to use.
- Use the system only for its designed purposes.
- Keep all passwords confidential.
- Refrain from illegal activities, including unethical or obscene online behavior.
- Access only acceptable material on the Internet.
- Report any violations to a supervisor/manager and ISO.

Requests for Exception

Requests for exceptions must be submitted to the CaIVCB Help Desk via email at Helpdesk@victims.ca.gov or call x3800 during business hours from 8:00 AM to 5:00 PM.

Acceptable Activities

The following are examples of acceptable activities:

- Access only those systems and information assets required to perform current CaIVCB duties.

- Using a CalVCB state-issued IT asset to connect to CalVCB services to conduct CalVCB business activities.
- Accessing folders, files, and images stored on the CalVCB network for business purposes that are consistent with the staff person's job duties and network privileges.
- Using approved training material related to a user's duties for business-related knowledge or professional growth.
- Use the Internet to view sites, such as governmental and professional societies.
- Incidental use of Internet during breaks and lunch. (Incidental use must be minimal and must comply with all applicable CalVCB policies, practices, and guidelines).

Restriction on the Use of State IT Resources

The following are examples of unacceptable activities:

- Per Government Code section 8314, the following restrictions apply: incidental personal use that may create legal action, embarrassment, or interferes with the employee's normal work.
- Use of CalVCB IT resources for personal business, or personal gain.
- Intentionally attempting to access information resources without authorization.
- Accessing another employee's IT resource without permission.
- Using another employee's log-on identification credentials.
- Use for any illegal, discriminatory, or defamatory purpose, including the transmission of threatening, obscene, or harassing messages.
- Interfering with another employee's ability to perform their job duties or responsibilities.
- Browsing inappropriate websites such as those that contain nudity or sexual content, malicious content, or gambling.
- Installing or connecting unauthorized software or hardware on a CalVCB-owned and/or managed information resource.
- Storing personal nonbusiness-related data, such as pictures and multi-media files, on any CalVCB IT resource.
- Transmitting confidential information to external recipients without using encryption approved by the CalVCB ISO, and being necessary to execute the employee's specified job duties and responsibilities.

Incident Reporting

Any incident must be reported immediately to a supervisor/manager and the ISO.

Violations

Employees who violate this Policy may be subject to revocation of their access to the network, and disciplinary action up to, and including, dismissal.

The CalVCB will investigate all alleged violations and take appropriate action.

Compliance

All employees must read the CalVCB *Acceptable Use of Technology Resources Policy*, and sign an acknowledgement form upon appointment, and annually thereafter.

Authority

- Government Code sections 19572 and 19990.
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code Section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

Other Applicable CalVCB Policies

All employees, temporary staff, contractors, vendors, and consultants who access the CalVCB network for business purposes must comply with all State and CalVCB policies and procedures, including, but not limited to:

- Information Security Policy
- Password Policy
- Mobile Device Policy
- Telework Policy
- Privacy Policy
- Mobile Device Policy
- Wireless Access Policy



Contact

For any questions about this Policy, please contact your immediate supervisor/manager or the CalVCB ISO.

Privacy Policy

Memo Number: 17-010

Date Issued: 1/1/17

Supersedes: 16-007

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The purpose of this Policy is to protect employees and the California Victim Compensation Board (CalVCB) from actions that would:

- Damage the reputation of the CalVCB.
- Endanger employees, contractors, or citizens that rely on CalVCB.
- Present a legal risk to CalVCB.

Policy

It is the Policy of CalVCB that:

- All personal, and personally identifiable information (PII) collected by CalVCB is necessary for the organization to perform its function.
- CalVCB will not retain PII for any longer than necessary to comply with the law, policy, regulations, and/or to perform its function.
- Staff will be trained on appropriate methods, classification of, and purposes for collecting PII.
- PII will be disposed of by confidential destruct.
- Users who violate the Policy will be subject to disciplinary action up to, and including, dismissal. Further, CalVCB will report suspected breaches of privacy to law enforcement, and the CA Information Security Office.
- Staff has the right to access their information that is gathered, stored, or used by CalVCB. Staff may request and view their information according to the [Information Practices Act](#) and [State Policy](#).

Definition

- Privacy is defined as the freedom from secret surveillance, or unauthorized disclosure of one's personal data or information, as by a government, corporation, or individual.
- Privacy is the right of people to be free from unwarranted viewing, recording, photographing, and invasion into one's personal life. Ordinary citizens have a qualified right to privacy.

Applicability

- This Policy applies to all employees, temporary staff, contractors, consultants, and anyone performing work on behalf of CalVCB.
- If any provisions of this Policy are in conflict with a Memorandum of Understanding (MOU) with a State employee union, the applicable sections of the MOU will be controlling.

Management Responsibility

- Establish a Privacy Officer who will be responsible for maintaining the privacy program at CalVCB.
- Authorize staff to collect appropriate forms of personal and personally identifiable information.
- Ensure that staff has appropriate training.
- Ensure that staff has reviewed all appropriate policies.
- Ensure that staff has signed the Privacy Policy Acknowledgement Form upon appointment and annually thereafter.
- Report abuse or suspected privacy violations immediately to the Information Security & Privacy Officer.

Staff Responsibility

- Read the Privacy Policy and sign the acknowledgment form upon appointment and annually thereafter.
- Follow all privacy procedures and processes.
- Immediately report any privacy violation to their supervisor and/or Information Security & Privacy Officer.
- Secure all PII so no unauthorized person can obtain access.

- Properly dispose of PII.

Privacy Officer Responsibility

- To manage the privacy program.
- To ensure that privacy training is taken by all staff annually.
- To respond to privacy breaches in a timely manner and report to appropriate authorities.
- To maintain a robust privacy program that protects the privacy of staff and participants.
- The Information Security Officer will have the dual role as the CalVCB Privacy Officer.

Acceptable Use

Official CalVCB business needs only.

Monitoring

Managers will monitor staff to ensure that no PII is left exposed.

Incident Reporting

All incidents must be reported immediately to a manager/supervisor and the Information Security & Privacy Officer.

Violations

All employees who violate this Policy may be subject to disciplinary action up to, and including, dismissal.

Compliance

- All employees must read and sign a Privacy Policy Acknowledgement Form before being allowed to handle PII.
- The form will be retained in the staff's Official Personnel File.

Authority

- Government Code sections 11019.9, 13952 to 13954

- Information Practices Act of 1977 (Civil Code section 1798 et seq.)
- SAM 5310
- SIMM 5310

Other Applicable CalVCB Policies

- Acceptable Use of CalVCB Technology Resources Policy
- Information Security Policy
- Telework Policy
- Mobile Device Policy

Contact

For any questions about this Policy, please contact your immediate manager/supervisor or Information Security & Privacy Officer at InfoSecurityandPrivacy@victims.ca.gov

Distribution

All CalVCB staff

Password Policy

Memo Number: 17-012

Date Issued: March 24, 2017

Supersedes: 07-00-013

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Policy

Any passwords used for User shall be complex and protected from unauthorized disclosure.

Purpose

To provide information regarding the minimum level of password protection required for CalVCB information assets.

Requirements

Passwords shall always be kept confidential.

Passwords shall not be viewable on a display device.

Password Standards

Passwords shall not contain personal information associated with the user that could be easily guessed.

Passwords shall not be words contained in English or foreign language dictionaries, spelling lists, or other lists of words. Passwords shall not be familiar acronyms, or slang expressions in common use.

Passwords shall not be the same as the User Identification (user id).

Passwords shall not consist solely of a repeating or sequential set of characters or numbers (i.e. 11111111, 12345678, ABCDEF, etc.)

Passwords shall contain characters from each character type indicated in the Password Character Type table that is appropriate to the level of security required for a specific role.

Changing Passwords

A password shall be changed immediately if it is suspected or discovered to be known by another individual.

Passwords shall be changed regularly. Refer to the Password Standards table for the maximum time allowed before a password must be changed.

All new passwords shall be significantly different from previous passwords (i.e. 1FONSE & 2FONSE are not significantly different).

Passwords protecting group accounts shall be changed immediately when a member of the group no longer needs access to the group account.

Initial Passwords

The distribution of initial user passwords shall use methods that ensure only the intended user learns the passwords.

Initial User Passwords shall conform to password practice requirements and standards.

Initial User Passwords shall be unique to each user.

The Initial User Password shall be changed by the user the first time it is used.

Session Inactivity Protection

After a user's login session has been inactive for the period of time specified in the Password Standards table, they must either re-enter their password or login again before the login session can be resumed.

Lockout

A User shall be locked out of the system when the standard threshold of unsuccessful attempts has been reached. Refer to the Password Standards table for those values.

Users that are locked out of the system as a result of too many unsuccessful attempts to enter a password must have their identity verified before they will be permitted access to that system.

Stored or Transmitted Passwords

Passwords that are stored on a system or transmitted across external networks shall be encrypted using a method that meets current 3-level Data Encryption Standards or hashed

using a message-digest algorithm is 3DES (or equivalent) or hashed using a method that is MD5 (or equivalent).

Business Partners Passwords

Access to business services provided by the CalVCB Internet sites by Employers and Business Partners shall be protected with a Business Partners Password.

User Passwords

User Passwords shall be used to authenticate a user's access to the CalVCB internal systems, applications, or resources.

Remote Access Passwords

Remote Access Passwords shall be used to authenticate a user's access to CalVCB internal systems and/or applications via Internet or inbound dial methods. Remote Access Passwords shall be randomly generated and valid for only one use.

Administration Passwords

Administration Passwords shall be used by administrators to authenticate themselves for access to restricted information and resources (i.e. administrator accounts or configuration files for critical system components).

Stored and Embedded Passwords

Systems and/or applications that must authenticate to each other shall use stored or embedded passwords.

Access to Stored and Embedded Passwords shall be restricted to the minimum number of staff necessary to support the systems and/or the applications that use them.

Stored passwords shall be contained in a file or database that is external to the application and can only be accessed by authorized systems, applications, and users.

Embedded passwords shall be contained within the system or application.

Default Passwords

Before any hardware and/or software are put into production at the CalVCB, any default passwords that it uses shall be set to values that conform to the Password Policy.

Exception Approval

Any non-compliance with the Password Policy shall be approved by the Chief Information Officer and Information Security Officer and should be documented.

Password Standards

Role	Business Partners	User	Remote Access	CaRES User	Admin (Service Accounts)	Stored	Embedded
Minimum password length (characters)	8	8	6 (Hardware Token)	8 and max of 32	8	8	8
Maximum time between password changes (days)	None	90	60 sec	90	90	None	None
Minimum time between password changes (days)	None	1	60 sec	none	1	None	None
Threshold of unsuccessful login attempts before account is disabled	3	5	3	5	3	5	3
Passwords must contain characters from each specified type of the Password Character Type Table	Based on Business partner password policy	1, 2	2	1,2,3	1,2,3,	1,2,3	1,2,3
Inactivity duration for session protection (maximum minutes)	20	20	20	20	20	None	None

Password Character Type Table

Types	Description	Example
Type 1	Letters (upper and lower case)	A, B, C, ... Z a, b, c, ... z
Type 2	Numerals	0, 1, 2, ... 9
Type 3	Special characters (category 1)	Symbols in the top row of the keyboard: `~!@#\$%^&*()-_+=

Guidelines

Automatic System Enforcement

Systems and/or applications should automatically enforce the password requirements and standards when automatic enforcement is possible.

Encrypted Transmission

Passwords should be encrypted when transmitted across internal networks.

Writing Down Passwords

Users should memorize their passwords and not write them down. If a password must be written down, the following precautions should be observed:

- Do not write down your password while you are in a public area where others could observe your writing.
- Do not identify your password as being a password.
- Do not include the name of the account and the dial-in telephone number of the system on the same piece of paper.
- Mix in extra characters or scramble the written version of the password in a way that you will remember, making the written version different from the real password.
- Do not attach the password to your terminal, keyboard, or any part of your computer or office furniture.
- Store a written password in a secure place like a wallet or purse.

Minimizing the Number of User Passwords

Systems shall be developed in a manner so the number of different passwords a user must know is minimized.

Change Embedded Password

Embedded passwords shall be changed when the programs they affect are also changed for routine enhancements or maintenance.

Accounts associated with stored or embedded passwords shall have account names that are difficult to guess to lessen the likelihood that these accounts can be disabled by unauthorized logon attempts as outlined in the Passwords Standards table.

Account Names for Stored and Embedded Passwords

Passwords shall be changed when a system/application is put into production so that the production passwords are known only to the Production Control staff and the system/application/data owner.

Compliance and Authority

Refer to the CaIVCB Information Security Policy.

Who to contact for questions

For any questions about this Memo please contact your supervisor or manager, or the CaIVCB Information Security Officer by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization prior to filling vacant or new positions, prior to upgrading the classification of a position, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the timebase will be based upon the Board's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in Exhibit A (SOW), the District Attorney's Office shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract, or the percentage of time devoted to Board activities. The District Attorney's Office shall submit a revised budget to the Board, for approval, reflecting the actual percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure the staff persons assigned to the functions under this contract does not participate in criminal investigations or prosecution.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, e-mail address, job title and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

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2. PERFORMANCE ASSESSMENT

- a. The Board may assess and evaluate the Specialists performance based on data from Cares2.
- b. The Board reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by the Board or who does not comply with the contract provisions. The Board may subsequently agree to allow any such employee to work under this agreement. The Board may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
- c. The Board may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The Board will provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within ninety (90) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The Specialist shall make available to the Board, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

4. JOB-RELATED TRAVEL

- a. Where the Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with the Instructions for Completing Monthly Invoices (Attachment VI).
- b. Prior written authorization must be obtained from the Board to attend restitution and/or collection related training, conferences, or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the Board reserves the option of not reimbursing the expenses.

5. MOVING

- a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be

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addressed to the attention of the Revenue Recovery Manager, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: BSSSupport@victims.ca.gov.

- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time.

6. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure that all District Attorney's Office staff performing duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos pertaining to the use of Cares2, regardless of whether or not the services of such staff persons are paid for by the Board. The Board reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the Board in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The Board reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) to the attention of the Board's Restitution Analyst, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348.

b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and

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upon preapproval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, then the Board will configure, and provide support for equipment and pre-installed software. If the District Attorney's Office purchases equipment, then the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state identification number. The District Attorney's Office shall ensure that no one other than a staff person who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which Board data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that state funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software equipment and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB RAM
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Panel monitor
- USB Keyboard
- USB Mouse or Trackball

All personal computers should use the following software, or an approved equivalent, which is the current standard for the Board:

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel

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- PowerPoint
- Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2017 through June 30, 2019.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear identification tags supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment VIII). The completed form shall be submitted to the Board's Restitution Analyst in an electronic format by July 15th of each fiscal year.

The Board reserves the right to request current and complete inventory listings, and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, the Board shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

All equipment procured or supplied under this contract will be the property of the Board and will be administered according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life must be returned to the Board for disposal, unless preapproval is obtained from the Board for using an alternate method of disposal. All hard drives must be encrypted or cleansed prior to shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov.

11. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the Board's confidential data for another

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purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the Board (refer to the Board Information Security Policy, 17-008, Attachment I).

The Board's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

The Board's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Division at (916) 491-3605.

The District Attorney's Office shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the Board. The Specialist, their supervisor/manager, staff whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall be provided a copy of and shall be compliant with the Board's Confidentiality Statement (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Board's Fraud Policy (Attachment III), Acceptable Use of Technology Resources Memo (Attachment XI), the CalVCB Privacy Policy (Attachment XII) and the CalVCB Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment II), the Board's Acknowledgement of Policies (Attachment V), and the Board Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Section
400 R Street Suite 400
Sacramento, CA 95811
Attn: Contracts

In the event that fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

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Additionally, the District Attorney's Office staff assigned to perform services for the Board must adhere to the following provisions in addition to all other policies and procedures set forth by the Board.

Staff should not:

- a. Attempt to access the Cares2 application from any location other than your assigned work location; this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any Personally Identifiable Information (PII) via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- f. Leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments or links from untrusted email.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the Board's Information Technology Division (ITD) by sending an email to: helpdesk@victims.ca.gov.

The District Attorney's Office staff may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms during hire and annually thereafter.

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board records by such staff persons.

All other terms and conditions under this contract shall remain the same and in full force and effect.

13. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that subpoenas for all records from the Board must be personally served on the Board, Attn: Legal Division at P.O. Box 350 Sacramento, CA 95812-0350. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for further assistance.

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In cases where documents are being subpoenaed, the District Attorney's Office shall provide the Board with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's Office staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board.
- e. Represent him or herself as a Board employee.
- f. Take any action with regard to a Board applicant, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve him or herself in the handling of any application or restitution matter when he or she has a relationship (business or personal) with an applicant or other interested party.
- h. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days has past via confidential destruct. The electronic records will be retained for 25 years thereafter.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this agreement or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations hereunder. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its sub-contractors is an independent obligation from the state's obligation to make payments to the District Attorney's Office. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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17. TERMINATION FOR CONVENIENCE

The Board or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

Information Security Policy

Memo Number: 17-008

Date Issued: 1/1/17

Supersedes: 15-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) Information Security Policy defines the rules for information security that apply to our business activities. This Policy also provides a foundation for additional practices and standards that will more specifically communicate CalVCB rules related to information security.

Information Security Program

The CalVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CalVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CalVCB strategic goals and securely achieves its objectives and priorities.

Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CalVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CalVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CalVCB divisions. The Information Security Advisory Committee is responsible

for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CalVCB information security policies, practices, and guidelines for all CalVCB information systems and networks.

All CalVCB employees, consultants, and contractors are responsible for protecting CalVCB information assets and complying with CalVCB information security policies, practices, and guidelines. All CalVCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the ISO.

Compliance

All CalVCB employees, consultants, and contractors must comply with CalVCB information security policies, practices, and guidelines.

Failure to comply with CalVCB information security policies, practices, and guidelines by State employees may result in disciplinary action up to, and including, termination of State employment.

Failure to comply with CalVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CalVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CalVCB divisions and offices with CalVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CalVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

Risk Management

The CalVCB will identify and mitigate risks to the confidentiality, availability, and integrity of CalVCB information assets. Information security risks must be reported to the owner of the information or the information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.

The ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate CalVCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

Life Cycle Planning

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

Awareness and Training

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

Physical Security

The CalVCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive CalVCB business areas.

Contingency and Disaster Preparedness

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.

Incident Handling

The CalVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CalVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CalVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

Identification and Authentication

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

Access Control

Access to all CalVCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current CalVCB duties.

The CalVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CalVCB duties.

Audit Trail

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CalVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.

Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CaVCB information system.

Data Ownership

All information assets have a Data Owner who is assigned by CaVCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.

Information Classification

All CaVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CaVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CaVCB operations.

Information System Security Practices

All CaVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CaVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

Authority

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)



Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

Distribution List

All CalVCB staff

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB client information, as well as all information and documents associated with such files and data, are “confidential” and shall not be disclosed except as required by law or specifically authorized by CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB Information Security Policy, Memo number 06-00-003 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

I, jc agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Deputy Executive Officer, or Legal Counsel. “Personal Information” means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, or statements made or attributed to the individual.

- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:
 1. The request for information is from an applicant or the applicant's authorized representative regarding his or her own application,
 2. The disclosure is for the purpose of verifying claims and the applicant has provided a signed authorization to release information, or
 3. Are authorized to disclose the information by the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never release a copy of a law enforcement report to any individual, including a CalVCB applicant. Law enforcement reports include, but are not limited to, reports by police, CHP, sheriff departments, DOJ, FBI, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seq.).
- Inform a server of a subpoena that the subpoena shall be personally served on CalVCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. Contact the CalVCB Legal Office at 916-491-3605 regarding any subpoena received by the Board.
- Notify the CalVCB Information Security Officer immediately if a suspected security incident involving the data occurs.

I, Jc acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the CalVCB Information Security Policy, Memo Number 06-00-003. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, Jc acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 1470 et seq, 6254.17, and 19990(c), Civil Code section 1798 et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:

- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I,  expressly consent to the monitoring of my access to computer-based confidential information by CaIVCB or an individual designated by CaIVCB.

Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CaIVCB Information Security Policy, Memo number 06-00-003

I also understand that improper use of CaIVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CaIVCB files, data, and information once my employment, contract, or affiliation with CaIVCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

If I am a contractor, I understand that it is my responsibility to share these contract provisions with any staff under my supervision and ensure that they comply with its provisions.

Kathryn Azeredo
Signature

7/1/17
Date

Kathryn Azeredo
Name (Print)

	POLICY MEMO
SUBJECT: Fraud Policy	
DATE ISSUED: March 2013	EFFECTIVE DATE: Immediately
SUPERSEDES: #09-008	EXPIRES: Indefinite
MEMO NUMBER: 13-001	ISSUED BY: Executive Office

PURPOSE	To clarify acts that are considered fraudulent, assign responsibility for the conduct of investigations, and describe steps to be taken in the event fraud is suspected.
POLICY	<p>The California Victim Compensation Board (VCB) is committed to protecting its assets against the risk of loss. Accordingly, it is the policy of the VCB to promptly investigate any suspected fraud, involving claimants, providers of service, representatives, and/or any other parties that have a business relationship with the VCB.</p> <p>The VCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.</p>
ACTIONS CONSTITUTING FRAUD	<p>Fraud is defined as a deception deliberately practiced in order to secure an unfair or unlawful gain. Actions constituting fraud include, but are not limited to:</p> <ul style="list-style-type: none"> • Any dishonest or fraudulent act. • Any violation of Federal, State, or Local laws related to fraud. • Misappropriation of State assets. • Forgery, unauthorized alteration, destruction, or manipulation of computer-related data or documents. • Profiteering as a result of insider knowledge of VCB activities. • Disclosing confidential and proprietary information to outside parties. • Accepting or seeking anything of material value from those doing business with the VCB.
INVESTIGATION RESPONSIBILITIES	The Office of Audits and Investigations (OAI) has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. The OAI will coordinate all investigations, both internal and external. Pertinent investigative findings will be reported to Executive Management. Decisions to refer the results to the appropriate law enforcement and/or regulatory agencies for further investigation and/or prosecution will be made in consultation with Executive Management.

	Any investigative activity required will be conducted objectively regardless of the suspected individual's position, title, length of service or relationship to the VCB.
CONFIDENTIALITY	<p>All information received by the OAI is treated as confidential to the extent permitted by law. VCB management will be alert and responsive to any reprisal, retaliation, threat, or similar activity against an employee because that employee has in good faith reported a suspected fraudulent activity.</p> <p>The OAI will not disclose or discuss the investigation results with anyone other than those who have a legitimate need to know. This is important in order to maintain the integrity of the investigation, to avoid damaging the reputations of person(s) suspected but subsequently found innocent of wrongful conduct, and to protect the VCB from potential liability.</p>
DISTINCTION FROM OTHER POLICIES	This policy is not intended to address employee work performance issues which should be directed to the employee's supervisor/manager. Other issues concerning an employee's moral, ethical, or behavioral conduct should be resolved by the employee's supervisor/manager and the manager of the Human Resources Section.
AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD	<p>The Executive Officer designates the OAI as the unit responsible for investigating any suspected fraud. The OAI is independent from administering any program, fiscal activity, or operation within the VCB.</p> <p>Members of the OAI will have:</p> <ul style="list-style-type: none"> • Unrestricted access to all relevant VCB manual/electronic records. • Communication with any personnel deemed appropriate in the course of an investigation.
REPORTING PROCEDURES	<p>Any employee who suspects fraud or has received an external fraud complaint will immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. If the suspected fraud involves the employee's supervisor/manager, the employee should contact the OAI directly.</p> <p>An employee should complete an <i>Investigation Referral Form</i> to report the suspected fraudulent activity to the OAI. A copy of this form is attached and is also accessible on the Boardnet</p> <p>Employees should direct external complainants to the VCB website for instructions to report fraud. There are four reporting options available:</p> <ul style="list-style-type: none"> • Send an email to the fraud hotline at FraudHotline@vcgcb.ca.gov • Call the toll-free telephone line at 1 (855) 315-6083 • Write to the OAI at 400 R. Street, Suite 423, Sacramento, CA 95811 • Fax to the OAI at (916) 491-6409. <p>All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the OAI.</p>
CONTACT	For questions about this policy, contact your supervisor/manager or the Chief Internal Auditor at (916) 491-3875.
DISTRIBUTION LIST	All VCB Staff, Joint Powers Staff, Criminal Restitution Compact Staff, and Victim Witness Centers.



INVESTIGATION REFERRAL FORM

Involved Division/County (check all that apply)

- Victim Compensation Division
 - Application Intake Section
 - Eligibility Determination Section
 - Benefit Determination Section
 - County Liaison and Support Section
 - Mental Health Section
 - Appeals Process Section
 - Policy, Planning and Research Section
 - Customer Service Section
- Administration Division
 - Human Resources Section
 - Information Technology Section
 - Business Services Section
- Fiscal Services Division
 - Budget Section
 - Accounting Section
 - Government Claims Program
 - Restitution Recovery Section
 - Liens & Overpayment Recovery Section
- Legislation & Public Affairs Division
 - Legislation Section
 - Regulations Section
 - Training Section
 - Communications & Outreach Section
- Joint Powers County
- Criminal Restitution Compact County

Nature of Complaint (check all that apply)

- Services not rendered
- Unnecessary services
- Excessive billing
- Double billing
- Upcoding and Unbundling
- Provider licensure issue
- Identity theft
- Forgery/alteration of documents
- Misappropriation of State assets
- Other (Please describe):

Complainant

- Employee Claimant Provider Attorney/Representative Other

Name and Title

Unit/Section (if applicable)

Contact Number

Date



INVESTIGATION REFERRAL FORM

Complaint Against

- Employee
 Claimant
 Provider
 Attorney/Representative
 Other

Name of the involved

Name(s) of other parties involved

Application Number and Any Associated Application Numbers (if applicable)

Application Processed By?
 Headquarters
 JP County

Dollar Amount Involved?

Type of Expenses Involved?
 MH
 Relocation
 I/S
 Medical
 F/B
 Other

Date of Complaint Occurred?

Date of Complaint Discovered?

Complaint (Summary of the complaint – What did the person(s) involved do that you feel was fraudulent, etc.?) If applicable, send a copy of any documents that supports your complaint. If you do not have a copy of supporting documents, where can a copy be obtained?)



INVESTIGATION REFERRAL FORM

Approving Manager/Supervisor Signature (Name & Title)*

Unit/Section (if applicable)

Phone Number

Date

*Not required if you believe your supervisor is involved in the fraudulent activity.

Approving Deputy Executive Officer:

Proceed to OAI Return to Requestor

Reason for Return:

Deputy Executive Officer Signature

Date

To assist in the processing of a complaint involving a CaIVCP application, please ensure all necessary verifications are completed prior to submission.

California Victim Compensation Board Acknowledgement of Polices

1. Fraud Activities Statement (Attachment III)

I have read, understand, and agree to abide by the provisions of the CalVCB's Fraud Policy. I understand that if an issue arises regarding these requirements during my daily work and I suspect dishonest or fraudulent activity, I should immediately notify my JP or CRC supervisor/manager and/or the CalVCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/manager is involved in the fraudulent activity, the employee should contact the OAI section directly.

In referring the matter, the JP or CRC employee must complete an Investigation Referral Form and forward it to the OAI.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the JP or CRC contract.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the contract.

2. Acceptable Use of Technology Resources (Attachment XI)

I have read, understand, and agree to abide by the provisions of CalVCB's Acceptable Use of Technology Resources Policy (Memo 17-005)

3. Privacy Policy (Attachment XII)

I have read, understand, and agree to abide by the provisions of CalVCB's Privacy Policy (Memo 17-010)

4. Password Policy (Attachment XIII)

I have read, understand, and agree to abide by the provisions of CalVCB's Password Policy (Memo 17-012)

5. Incompatible Work Activities

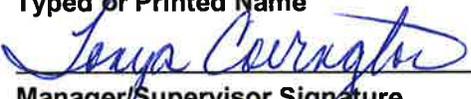
I have read, understand, and agree to abide by the provisions of the Exhibit D, Section 15, Incompatible Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract



CRC Employee's Signature

Kathryn Azevedo

Typed or Printed Name



Manager/Supervisor Signature

Tonya Covington

Typed or Printed Name

Solano County

County

7/1/17

Date

Paralegal

Classification Title

7/1/17

Date

Clerical Operations Manager

Classification Title

707-784-7588

Contract Number

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

All costs in the following categories/subcategories should be included if they were necessary to perform the services under this agreement and provided for in the budget. The total for each category/subcategory should be shown in the far right column.

Personnel Services - Salaries and Wages

List each employee by name and position classification and show the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: \$2,500 per month at 100% time = \$2,500. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., \$25/hour for 10 hours per month = \$250) or the monthly salary and the percentage of time devoted to the program (e.g., 50% x \$2,500 = \$1,250).

Fringe Benefits

Elements that can be included in the fixed rate include employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance and/or pension plans. Other benefits, if negotiated as a part of the employee benefit package, also may be included in the fixed rate.

The description and amounts of fringe benefits can be displayed either by category, position or class. Please note that a line item can be used for each different position/class, if the benefits vary. If several people are employed full-time or part-time in the same position/class, provide the number of full-time equivalents.

Operating Expenses

The following items fall within this category: rent, utilities, insurance, equipment rental, equipment repair, office supplies, telephone, postage, expendable equipment, overhead, data processing, training and travel. All items submitted must include a description or explanation of the expense.

The following subcategories have special requirements as noted below.

Rent

The rent subcategory is for facility rental. Indicate the number of square feet specified in the agreement as well as the rental amount.

Office Supplies

A request for office supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

Expendable Equipment (Non-capitalized assets)

Expendable equipment includes equipment with an acquisition cost of \$499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Provide a detailed description and indicate the number of pieces of equipment being purchased.

Note

Although equipment is included in the budget, **ALL** equipment for which the county requests reimbursement from the California Compensation Board (CalVCB) must be requested in writing by the county and approved in writing by CalVCB **prior to purchase**. All requests must be submitted on the **County Purchase Request Form**. Further, CalVCB reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized county services such as personnel or accounting services are examples of indirect costs. For further information, please refer to Exhibit D 9.

Travel

The contractor may use either its own written travel and per diem policy or the state policy in accordance with State Administrative Manual Section 0700 but it cannot exceed reimbursement rate of the state's travel policy.

Allowable travel expenses are costs for transportation, lodging, meals and incidental items incurred by the contractor staff to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized.

Describe the purpose of the trip and list all personnel who made the trip. If applicable, show any computation if mileage is being claimed. For example, if the Specialist attended a conference in Sacramento, 100 miles @ 0.34 per mile = \$34.00.

Equipment (Capitalized Assets)

Capitalized assets includes equipment with an acquisition of \$500 or more per unit (including tax, installation and freight) or with a useful life of five years or more. Examples of such equipment are copiers, personal computers (including the monitors and CPU) and "modular furniture". Provide a detailed description and indicate the number of pieces of equipment being purchased.

For information regarding authorization to purchase equipment, please see notation under Equipment (Non-capitalized assets).

Miscellaneous Expenses

Miscellaneous expenses are those charges that do not fall within the scope of the categories listed above. Provide a detailed description and breakdown of any expense identified as miscellaneous.

INVOICE WORKSHEET

ATTACHMENT VI

County and Agency:		Contract Number:			
Personnel Services	Billing Month/Year	Salary/Hourly Rate Range	Salary/Hourly Rate	Hours Worked	% billed
SALARIES AND WAGES	Billed Amount				
Name:					
FRINGE BENEFITS	Billed Amount	PERCENTAGE OF SALARY / DESCRIPTION			
Name:					
PERSONNEL SERVICES TOTAL					
Operating and Overhead Expenses	Billed Amount	DESCRIPTION OF EXPENSES			
I. FACILITY OPERATIONS					
Rent					
Utilities					
II. OPERATING EXPENSES					
Postage					
Data Processing (SPECIFY)					
Office Supplies					
Telephone					
III. TRAINING (specify date, location, purpose)					
IV. TRAVEL (specify date, location, purpose)		REIMBURSED AT CURRENT CaiHR RATES			
Mileage (SHOW CALCULATION)					
V. INDIRECT COSTS (≤ 10% salary/fringe)					
VI. EQUIPMENT					
OPERATING & OVERHEAD EXPENSES TOTAL					
TOTAL EXPENDITURES					
<i>I certify that this is a true billing of expenditures.</i>					
ACCOUNTING OFFICER SIGNATURE			DATE		
NAME AND TITLE			TELEPHONE NUMBER		
ADDRESS PAYMENTS SHOULD BE SENT TO:					

CalVCB County Inventory Form

Attachment VIII

In accordance with Exhibit D.11 of the California Victim Compensation Board (CalVCB) contract with the County, the CalVCB Inventory Form must be completed and returned to the CalVCB no later than July 5th of each year.

Please complete all requested information. The only assets to be inventoried on this form are those purchased by the CalVCB or with funds from the CalVCB. For a list of assets that must be inventoried, please see details at the bottom of this form. For any questions on this form, please contact your CalVCB County Analyst.

Return the completed form to CalVCB at: BSSSupport@victims.ca.gov.

County Name	CalVCB Contract Number	Date	Address	Contact Information
				Name:
				Phone Number:
				Email Address:

Asset Inventory

*Asset Type	Location	Serial Number	Model	Manufacturer	Asset Tag #	Comments

*The following assets must be inventoried: IT Assets (computer, monitor, fax machine, desktop or network printer, scanner, laptop)

Non-IT Assets (copier, shredder, recorder, TV, any type of furniture - chair, bookcase, cart, credenza, file cabinet, hutch, etc.)

For additional assets, please include on a separate document using the same format as this form.

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
 Authorization Request Form)

	The following information must be provided in order for authorization to be granted for the purchase of equipment through the County's contract. As stated in the contract, all equipment purchases must be justified by the requesting County and approved by the CalVCB . If the request is not approved by the CalVCB, the purchase <u>will not</u> be authorized for payment through the contract. A separate form must be completed for each piece of equipment being requested.		
1.	COUNTY CONTACT INFORMATION		
	County:	Contract Number:	Fiscal Year Funded:
	Contact Name:	Address:	Phone Number:
	Email:		
2.	EQUIPMENT REQUEST		
	Submission of this form is not a guarantee of equipment approval. The CalVCB's CRC/JP Analyst, Business Services Branch (BSB) Analyst, and Information Technology Division (ITD) Analyst, will verify the request and make recommendations based on appropriateness and pricing. Alternatives may be recommended. Incomplete forms will be returned to the County. <i>Note: Acquisition of an equipment maintenance plan is the responsibility of the County, and may be funded through the contract.</i>		
	Equipment Type:	Make:	Model: Cost:
	Software: (e.g., Windows 7, Microsoft Office Suite)		Cost:
	Equipment Maintenance Plan: (describe terms/pricing)		Cost:
	Explain how payment for the equipment shall be made: (approved in contract budget, purchased by VCP, other)		
3.	PURCHASE JUSTIFICATION		
	Explain in full detail why this equipment is needed (replacing equipment that is over 5 years old, ongoing equipment performance issues, additional staff, etc.). You may be contacted by the CRC/JP Analyst to provide additional information.		
4.	COUNTY AUTHORIZATION		
	By signing this form, the County Coordinator/Supervisor agrees that the information provided is accurate and true, and that the equipment/software is necessary to conduct State business. The coordinator/supervisor is also accepting responsibility to ensure that upon receipt, the asset tag provided for this equipment will be properly affixed to the equipment.		
	County Coordinator/Supervisor Signature:	Date:	
5.	PURCHASE APPROVAL		
	If the purchase is approved, a fully executed copy of the County Purchase Request Form will be returned to the County Contact (see Page 2). The County may then proceed with their equipment purchase. Carefully review the approval as alternative equipment may have been authorized.		

NOTE: Retain a copy of this document for further processing. After equipment has been acquired, the County will be required to complete the CalVCB Asset Identification Form. This form will provide the CalVCB with the information needed to document the equipment specifications and serial number. Upon receipt by the CalVCB, an asset tag will be assigned and sent to the County with further instructions.

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
Authorization Request Form)

For CalVCB Staff Use Only:

The CRC/JP Analyst is responsible for determining if the equipment/software is necessary for the County to conduct State business, and will also ensure that the form is complete, accurate, and contains the appropriate signature. The CRC/JP Analyst will serve as the liaison between the County Contact and/or the BSB/ITD Analysts for clarifying or resolving any issues. Upon review/approval by the CRC/JP Analyst and the CRC/JP Manager, the form will be forwarded to BSS for further review and processing.

CRC/JP Analyst Staff Comments:

This request is: Approved Denied

CRC/JP Analyst Name:

Date:

CRC/JP Manager's Signature (required)

Signature:

Date:

The BSB Analyst is responsible for determining if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. If this request is for IT equipment, components or software, BSB will forward to ITD for additional review/approval.

BSB Approval / Comments (include Approved Changes or Denial details in this section):

This request is: Approved Approved w/Changes Denied

Approved by
(BSB Analyst):

BSB Manager's Signature
(required)

Signature:

Date:

ITD Review/Approval Required?
Yes No

The ITD Analyst is responsible for determining if the IT equipment requested is compatible with CalVCB equipment and/or meets all requirements to interface with the CalVCB's database, and may also determine if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. ITS and BSS will consult regarding equipment replacement, as necessary.

ITD Approval/Comments (include Approved Changes or Denial details in this section):

This request is: Approved Approved w/Changes Denied

Approved by
(ITD Analyst):

ITD Manager's Signature
(required for IT purchases only)

Signature:

Date:

COUNTY PURCHASE REQUEST FORM: INSTRUCTIONS AND RESPONSIBILITIES

County Staff Responsibilities - Request

1. County staff will complete each section of the County Purchase Request Form (form) and obtain County authorization.
2. The County will then submit the form to their assigned CRC/JP Analyst.

CRC/JP Analyst Responsibilities - Review

1. CRC/JP Analyst reviews form to verify it is completed correctly and that sufficient funds are available.
 - If the form is not filled out correctly, **the form is returned** to the County with instructions on how to proceed (i.e., complete cost, provide justification, etc.).
2. CRC/JP Manager will either sign and approve the form, or deny the request and return the form to the County with an explanation of the denial.
3. If approved, CRC/JP Analyst will send the signed, approved form to BSB for further processing.

BSB Staff Responsibilities - Process

1. BSB staff will verify the equipment/cost and accept or make recommendations based on appropriateness and pricing. If the request is acceptable, the BSB Manager will sign and approve the form.
 - If the form is not filled out correctly, BSB staff will note the necessary changes needed and returns the form to CRC/JP Analyst.
2. BSB will note on the form whether Approved, Approved w/Changes, or Denied. Changes or reason for denial will be noted on the form.
3. BSB will make a copy of the form and return the signed copy to the CRC/JP Analyst for processing.
 - If the form includes a request for ITD equipment, BSB will first forward the form to ITD for processing.

ITD Staff Responsibilities - Process

1. ITD will verify that the purchase is appropriate/compatible and authorize the IT equipment by checking "Approved".
 - If alternate equipment is recommended, ITD will check "Approved w/Changes" and explain the reason for the change.
 - If the equipment request is not approved, ITD will check "Denied".
2. ITD will route the form to BSB for further processing.
3. Upon receipt, BSB will make a copy of the form and return it to the appropriate CRC/JP Analyst.

CRC/JP Analyst Responsibilities - Status

1. The CRC/JP Analyst can then notify the County of the status of the request, and if it has been approved, to proceed with their purchase.

County Staff Responsibilities – Asset/Inventory

1. Once the new equipment is received, County staff will complete a State Asset Identification Form and submit it within 10 business days to the CalVCB's Business Services Section at BSSSupport@victims.ca.gov and cc the CRC/JP Analyst.
2. An asset tag(s) will be sent from the CalVCB to County staff once the equipment has been received.
 - A BLUE asset tag will be issued for non-IT equipment; a RED asset tag will be issued for IT equipment.
3. County staff will affix the asset tag(s) to the new equipment.

Annual Inventory: By June 30th of each fiscal year, County staff must submit a completed County Inventory Form which details all equipment purchased with CalVCB funds. This form must be returned to the CalVCB's Business Services Branch at BSSSupport@victims.ca.gov with a cc to the CRC/JP Analyst by **July 5th of the current contract fiscal year**. A copy of the reconciled County Inventory Form will be returned to the County for their records and the CRC/JP Analyst will be cc'd.

CALIFORNIA VICTIM COMPENSATION BOARD

CRC Specialist Monthly Activity Timesheet

Month and Year:

CRC Specialist:

County:

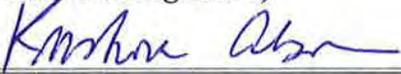
Day	Duties	Securing Orders	Modifying Orders	Court Appearances	Rest. Training/Outreach	CDTS / Data entry	Other	Administration	Training	Meetings	Other	Total	Leave	Vacation, CTO, PLP	Sick Leave	Holiday, Other Leave	Total Hours
1												0.00					0.00
2												0.00					0.00
3												0.00					0.00
4												0.00					0.00
5												0.00					0.00
6												0.00					0.00
7												0.00					0.00
8												0.00					0.00
9												0.00					0.00
10												0.00					0.00
11												0.00					0.00
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25												0.00					0.00
26												0.00					0.00
27												0.00					0.00
28												0.00					0.00
29												0.00					0.00
30												0.00					0.00
31												0.00					0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTES:

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Solano County District Attorney		<i>Federal ID Number</i> 94-6000538
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Krishna Abrams, District Attorney		
<i>Date Executed</i> 7 / 1 / 2017	<i>Executed in the County of</i> Solano County	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FINANCIAL IMPACT:

Funding under the GTEAP award is not contingent upon matching funds from the County. The GTEAP grant provides \$300,000 to support victim services at the Solano Family Justice Center (SFJC). OFVP is requesting approval of an ATR for \$68,486 which reflects unspent funding of the GTEAP grant program for the period of October 1, 2017 through June 30, 2018. Any remaining unspent grant funds will be re-budgeted in the OFVP's requested budget for FY2018/19.

The ATR allows for the Assistant Family Violence Prevention Coordinator position to be funded through December 30, 2017, while also funding bi-lingual Spanish daily victim advocacy services for mono-lingual Spanish clients through September 30, 2018.

DISCUSSION:

On January 7, 2014, the Board of Supervisors authorized the submission of a three-year grant application to the U.S. Department of Justice Office on Violence Against Women (OVW) under their GTEAP, totaling \$300,000 to support the Solano Family Justice Center program for the federal fiscal year of October 2014 through September 2017. On September 14, 2014, the OFVP was awarded the grant.

On September 14, 2017, the OFVP received notice from the granting agency that the GTEAP Grant Program would be extended by twelve months, or through September 30, 2018.

Grant activities to be conducted during the twelve month extension period include:

Implement case management/evaluation software: Additional time is needed for the GTEAP Program Coordinator to customize VS Tracking Software (recently purchased by OFVP), and implement the software with SFJC partners to ensure proper case management, referrals, and outcome tracking. Extending the 1.0 FTE Limited Term Family Violence Prevention Coordinator position through December 30, 2017 provides the time needed to complete this activity.

Judicial trainings: Solano Advocates for Victims of Violence (SAVV) will provide judicial trainings on the following topics such as domestic violence, sexual assault, stalking, victim identification, and mutual combat. Extending the grant program end date to September 30, 2018 allows for these trainings to be implemented.

Improvement of law enforcement policies and procedures: SAVV will review current protocols and procedures and policies regarding sexual assault, domestic violence, and stalking violence, and will work with local law enforcement on improving these protocols.

Implement bi-lingual Spanish advocacy at the SFJC: SAVV, as the daily onsite partner of the GTEAP Grant Program, will implement daily victim advocacy for mono-lingual Spanish clients. Extending the grant program through September 30, 2018 keeps this service onsite at the SFJC for another year.

Since the departure of LIFT3 in February 2016, OFVP have sought a permanent onsite domestic violence advocacy agency to fill the GTEAP advocacy needs.

SafeQuest Solano was extremely helpful from the period of February 29, 2016 to September 28, 2016, to fill this void, but they could not commit permanently to GTEAP due to other conflicting grant commitments starting on October 1, 2016.

Solano Advocates for Victims of Violence (SAVV) has become an official onsite partner at the SFJC. SAVV has agreed to become the GTEAP victim advocacy provider, and will provide bi-lingual Spanish domestic violence advocacy, and assist with other grant objectives, such as providing trainings for the Solano County Courts.

The requested twelve month extension benefits the project, as it allows for bi-lingual Spanish victim advocacy to continue at the SFJC; provides additional time needed by GTEAP staff and partners to plan and implement training with the criminal and civil judiciary in Solano County on topics such as domestic violence, sexual assault, and stalking; provides time to plan and implement improved policies and procedures with law enforcement; and implement case management software.

In connection with these awards the District Attorney is requesting the Board approve an ATR recognizing unanticipated revenue to fund the programs for the remaining of FY2017/18, including authorizing the extension of the grant funded limited term position to December 30, 2017.

During the grant performance period of October 2014-June 2017, the GTEAP program has served 1,202 victims, received 1,161 referrals for victim advocacy, provided crisis intervention services to 330 victims, and assisted with 274 protection orders.

ALTERNATIVES:

The Board of Supervisors could choose not to accept the grant program extension and unspent grant funding, and not approve the appropriation transfer request and extend the limited term grant funded Assistant Family Violence Coordinator; however, this alternative is not recommended because it would result in the County reverting unspent grant funds back to OVW.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office has reviewed this report and concurs with Department's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SOLANO
AMENDING THE LIST OF NUMBERS AND CLASSIFICATIONS OF POSITIONS
WITHIN SOLANO COUNTY**

BE IT RESOLVED AND ORDERED, that the Solano County Board of Supervisors authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED AND ORDERED, that the Solano County Board of Supervisors does hereby amend, modify and/or alter its Allocation List of Positions of Solano County as set forth below:

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
District Attorney-OFVP	5511	142010	15512	Asst. Family Violence Prevention Coord. LT to 12/30/17	10/1/2017	1.0	1.0	1.0	0



Director of Human Resources

9/14/17

Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on _____ by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

most responsible bidder to provide these services; therefore, the Solano County Probation Department wishes to contract with LCA to acquire similar electronic monitoring services for its clients. The contract with Marin County is currently in effect and the contract was procured through a competitive pricing process such as a RFP. The services that Solano County is procuring are of comparable description and quality as the Marin County services and contract and the price of this service is not greater than that specified in the Marin County contract.

LCA has extensive experience in operating electronic monitoring programs. They are currently performing similar services in Marin County, San Francisco County and other California jurisdictions. They are based in Oakland and the only Electronic Monitoring Company with significant presence in Northern California. LCA's staff is trained in providing Electronic Monitoring Services, which equipment requires specialized skill. In addition to having staff onsite in Solano County, LCA also has staff embedded at multiple county facilities throughout the state including Marin County Probation, San Francisco Adult and Juvenile Probation, San Francisco Sheriff, Alameda Probation, Sacramento Probation, Stanislaus Probation, and Riverside Probation. LCA's staffs are aware of, and receive training in, the unique requirements inherent in working within county facilities.

FINANCIAL IMPACT:

The cost for the electronic monitoring services is included in the FY2017/18 Probation Department Adopted Budget. There is no additional impact to the County General Fund.

ALTERNATIVES:

The Board of Supervisors could choose:

1. Not to award the contract to Leaders in Community Alternatives, Inc. for the electronic monitoring services. This action is not recommended since the security needs of the public would not be met and safety of the public will be at risk.
2. Not to delegate signing authority to the County Administrator to execute the standard contract and amendments that remain within budget appropriations. This action is not recommended since it would reduce flexibility and timeliness in completing the scope of work.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office, County Counsel and General Services concur with Department's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano
Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)
BUDGET ACCOUNT: 6082/6674
SUBJECT ACCOUNT: 2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

LEADERS IN COMMUNITY ALTERNATIVES, INC.

CONTRACTOR'S NAME

2. The Term of this Contract is:

October 01, 2017 – June 30, 2018

3. The maximum amount of this Contract is:

\$65,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – General Terms and Conditions

This Contract is made on October 1, 2017.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include signature and name of Kent Borowick, and signature and name of Birgitta E. Corseello, County Administrator. Includes address and zip code for both parties.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. PROGRAM OVERVIEW:

The Electronic Monitoring program serves clients referred by Probation or the courts. LCA will provide onsite installation/removal and equipment maintenance/inventory for all programs in addition to any additional services outlined in this Exhibit A. The following equipment will be available for use:

- RF Home Detention
- GPS Tracking and Monitoring
- Alcohol Monitoring

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. LCA will monitor all electronic monitoring participants 24-hours a day, 365 days a year.
2. LCA staff will be available onsite at Solano County Probation offices during established program hours to perform equipment installations and removals, meet with program participants, troubleshoot equipment problems and provide program assistance to Solano County Probation.
3. Provide qualified staff to install equipment and maintain equipment inventory. Staff will be background checked through LiveScan.
4. Stock a sufficient supply of agreed upon equipment and supplies to provide for immediate installation as directed by the Courts and Probation staff, who will be responsible for determining eligibility for program participation. Units will be maintained by the equipment provider, and will be updated when the manufacturer upgrades their technology.
5. If special tools and/or training are required for equipment removal, these tools and/or trainings will be provided at no charge to Probation as well as jail staff who may have occasion to remove devices during the booking process.
6. Provide access to software to be utilized by Probation Officers for real time data entry and status review. Training on software will be provided at no charge to Probation Officers and support staff.
7. Provide program population statistics, to include but is not limited to, current number of clients in the program, number of violations and follow-up, as designated and requested by the Probation Department.

8. LCA will provide contacts with clients as directed by Probation including juvenile clients awaiting disposition who are not required to be on electronic monitoring.
9. LCA will provide continuous training for all Solano County Staff on all participant tracking software and electronic monitoring devices.
10. LCA will provide court support and testimony for cases requiring technical expertise or compliance verification.
11. LCA will provide fee assessment per LCA's sliding scale and perform fee collection from clients.
12. LCA will provide one (1) dedicated onsite staff, designated as a Client Services Representative (CSR) or Case Manager. Due to the critical nature of the services that Contractor is providing to County clients, Contractor agrees to provide staffing coverage for staff planned vacation or planned days off. In the event that Contractor fails to provide staffing coverage on their planned vacation as agreed, County will deduct \$100 per day in which Contractor's staff is unavailable to provide services as defined in Exhibit A.
13. Equipment Checks
 - a) For youths, LCA will provide equipment checks each week at the youth's work or home, provided they are in Solano County. Equipment checks outside the county are available on a case-by-case basis.
 - b) For adults, equipment checks will generally be provided once per month. However, Probation may determine which clients will be visited. No Alcohol/Drug testing is contemplated.
14. Initial Alert Monitoring
 - a) LCA will provide initial alert monitoring which includes an initial investigation of all alerts to confirm their validity to the extent possible and reporting the information discovered per the program protocols.
 - b) LCA shall report alerts to assigned Probation Officer by the next business day.
15. Collections
 - a) This program is intended to be client funded except for the Base Contact Fee as noted in Exhibit B. As such, money collected from clients shall be retained by LCA.
 - b) LCA will do fee assessment and collections from clients. Adult clients will be assessed based on LCA's sliding scale. Juvenile clients will be charged \$9 per day. In addition, adult clients will be charged an installation fee of \$125. There will be no installation fee for Juvenile clients.
 - c) LCA will accept indigent clients designated by the county, which will be billed to a county indigent fund at \$9 per day, with a \$75 installation fee.

- d) LCA will use reasonable commercial effort to collect all participant fees. In the case a participant willfully refuses to pay their assessed fees, Probation will be notified and agrees to pay the amounts due which will be billed on the next monthly invoice.

III. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Coordinate communication and process improvement between all agencies involved in the Solano EM Program.
2. Provide working accommodations for LCA staff persons to include:
 - a) Work station, computer, county phone and internet access.
 - b) Access to all office equipment and basic office supplies.
3. Provide space to perform client meetings for orientation, troubleshooting and installation.
4. Provide locking cabinets to maintain electronic supplies.
5. Support LCA in its collection efforts from clients.
6. Provide a dedicated liaison for coordination of this program.

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum contract amount **shall not exceed \$65,000.**

2. BASE CONTRACT FEE

County shall pay LCA a contract fee of \$4,500 per month. Invoices shall contain the minimum information reflected in the sample invoice for claims in Attachment B-2 and contractor shall submit invoice within 45 days of completion and with terms of Net 30 to ensure timely payment and that County expenditures are recorded in the proper period.

3. REOPENER ON BASE CONTRACT FEE

Base Contract Fee is based on expected program numbers of up to 25 to 30 clients actively being monitored and anticipated collections from clients. In the event that program numbers are higher than expected or grow over the life of the program, or if collections are not consistent with the cost of the program, the parties agree to re-evaluate staffing needs and contract costs and renegotiate the base contract cost.

4. INDIGENT FUND

In addition to the Base Contract Fee, County will establish an Indigent Fund of no less than \$11,000 which LCA may bill for clients designated by the County as indigent (i.e. fees reduced or waived). In such case, LCA will bill the Indigent Fund \$9 per day plus \$75 for each installation. In addition, LCA may bill the COUNTY for lost or damaged equipment related to these clients.

5. MILEAGE

County shall not incur in additional charges for travel by private, leased or hired vehicle related to this Contract.

6. EQUIPMENT UPGRADES

The County and LCA agree that newly available equipment may provide enhanced services to the program and can be added without an amendment to this contract.

Company Logo	INVOICE
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Monitoring Services to Solano County, rendered on XXXXX

BILL TO:
Solano County Probation
Attn: Jennivive Venzon
475 Union Avenue
Fairfield, CA 94533

REMIT PAYMENT TO:

Contract No.	Invoice Date	Invoice No.	Terms	Due Date
			Net 30	
Description				Amount
				\$
				\$
				\$
				\$
				\$
				\$

Comments:

Attachment: <input type="checkbox"/> Detailed Schedule of Costs	BALANCE DUE	\$	
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EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|--|--------------------|---|
| (1) General Liability: | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general |
| (Including operations, products and completed operations.) | | |

aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit.
- (2) Professional Liability: **\$1,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to

liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not

limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

provides correctional food services to several counties throughout the state including: Alameda, Amador, Sacramento, San Francisco, San Joaquin, and 13 other counties.

The on-site food service program reflects the department's commitment to maintain youths' nutritional well-being and improve their health by providing them with fresher, nutritious, and fulfilling meals. Solano County participates in the United States Department of Agriculture (USDA) National School Lunch Program, requiring meals must to meet or exceed the guidelines and regulations for the School Meals Initiative for Healthy Children. Aramark's proposed menu is developed by their registered dietitian and approved by the County's Senior Health Services Manager. This ensures that all meals meet the National School Lunch program requirements as well as the dietary standards for juvenile facilities set on Title 15 as required by the State of California. Moreover, this program addresses the diverse dietary needs of the Juvenile Detention Facility population by offering, religious, medical, holiday and special diet menus.

FINANCIAL IMPACT:

The maximum amount for the contract is \$255,500 and it is included in the FY2017/18 Probation Department Adopted Budget. The County will pay the contractor at a fixed rate of \$3.569 per meal and \$1.22 per two snacks. The department anticipates grant reimbursements from California Department of Education - School Nutrition Breakfast and Lunch Program which offsets a portion of the cost.

ALTERNATIVES:

The Board of Supervisors could choose:

1. Not to award the contract to Aramark Correctional Services, LLC. for on-site food services. This action is not recommended since this is a mandated service which will provide nutritious meals to youths entrusted to County's care.
2. Not to delegate signing authority to the County Administrator to execute the standard contract and amendments that remain within budget appropriations. This action is not recommended since it would reduce flexibility and timeliness in completing the scope of work.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office, County Counsel, and the California Department of Education concur with Department's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

CONTRACT NUMBER: (Dept., Division, FY, #)
BUDGET ACCOUNT: 6689/6690
SUBJECT ACCOUNT: 2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

ARAMARK CORRECTIONAL SERVICES, LLC.

CONTRACTOR'S NAME

2. The Term of this Contract is:

October 1, 2017 - June 30, 2018

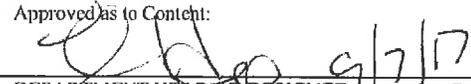
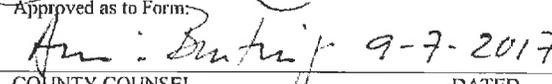
3. The maximum amount of this Contract is:

\$ 255,500.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Model Fixed Price Contract
- Exhibit A – Scope of Work
- Exhibit B – Payment Provisions
- Exhibit C – Special Terms and Conditions

This contract is made on October 1, 2017.

CONTRACTOR	COUNTY OF SOLANO
ARAMARK Correctional Services, LLC	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE _____ DATED _____
	BIRGITTA E. CORSELLO,
SIGNATURE	COUNTY ADMINISTRATOR
9/6/2017	TITLE
DATED	475 UNION AVENUE
MARK R. ADAMS	ADDRESS
PRINTED NAME	FAIRFIELD CA 94533
VICE PRESIDENT, FINANCE	CITY STATE ZIP CODE
TITLE	Approved as to Content: 
1101 MARKET STREET	DEPARTMENT HEAD OR DESIGNEE 9/7/17
ADDRESS	Approved as to Form: 
PHILADELPHIA PA 19107	COUNTY COUNSEL 9-7-2017
CITY STATE ZIP CODE	DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Model Fixed-Price Contract

1. Introduction

The County of Solano (hereinafter referred to as the County) enters into this contract (hereinafter "Contract" or "Agreement") with Aramark Correctional Services (hereinafter referred to as the food service management company, FSMC or "Contractor") to provide food service management assistance for the County's food service program, hereinafter referred to as "Services." During the term of this Contract, the FSMC will provide services to the County as described in the Scope of Work (Exhibit A) of this Contract.

2. General Terms and Conditions

A. Term

The term of this contract is nine (9) months. The FSMC shall commence providing Services under the Contract on October 1, 2017, and continue through June 30, 2018. After careful consideration, the County may annually renew this Contract for four additional one year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The County may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations.

B. Fees

1. Fixed-price Contracts

The County will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The County must determine, and the FSMC shall credit the County for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations (7 CFR)*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract.

2. Payment Terms

The FSMC shall submit monthly invoices by the 10th day of the following month that reflects all activity for the previous month. The FSMC must submit detailed cost documentation including weekly reconciliations to support all charges to the County. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the County and the FSMC, and must be allowable costs consistent with the cost principles in Title 2, *Code of Federal Regulations (2 CFR)*, parts 225 or 230, as applicable. The County will pay invoices submitted by the FSMC within thirty (30) calendar days of the invoice date if the invoices pass the County's audit. The County will notify the FSMC of invoices

that do not pass audit, which the County will not pay until the invoices have passed audit, with no penalty accruing to the County.

3. Interest, Fines, Penalties, and Finance Charges.

Interest, fines, penalties and finance charges that may accrue under this Contract are not allowable expenses to the nonprofit school service (cafeteria fund). The County will not pay unallowable expenses from the County's cafeteria fund.

4. Spoiled or Unwholesome Food

The County shall make no payment to the FSMC for food that, in the County's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the County for the meal pattern, or does not otherwise meet the requirements of this Contract (7 CFR Section 210.16[c][3]).

The County shall make no payment to the FSMC for meals that, in the County's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the County for the meal pattern, or do not otherwise meet the requirements of this Contract (7 CFR Section 210.16[c][3]).

C. Contract Cost Adjustment

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this Contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the County to rebid the Contract.

D. Availability of Funds

Every payment obligation of the County under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The County may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the County exercises this provision, no liability shall accrue to the County and the County shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

E. Timeliness

Time is of the essence in this Contract.

F. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE.

G. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party.

H. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the County to rebid the Contract. Following are examples of substantive changes that could require the County to rebid the Contract:

1. The addition of a program
2. A major shift in responsibilities for FSMC/County staff
3. A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 CFR Section 3016.36[g][2][iv] and [v])

I. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the County.

J. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the County. Such written commitments include, but are not limited to:

1. Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
2. Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

K. Trade Secrets/Copyrights

The FSMC and County shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational

manuals, and similar documents—that the County and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the County, and the FSMC and the County shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

1. The copyright in any work developed under a federal grant, sub-grant, or contract under a grant or sub-grant
2. Any rights of copyright to which a grantee, sub-grantee, or a contractor purchases ownership with federal grant support (7 CFR Section 3016.34)

L. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

M. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

N. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the County are to be used.

O. Indemnification

The FSMC shall indemnify and hold harmless the County, or any employee, director, agent, or Board Member of the County, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the County from any liability or damages arising from the County's sole acts or omissions.

P. Sanctions

For the breach of the Contract and associated benefits: If the FSMC causes the breach,

the FSMC assumes liability for any and all damages, including excess cost to the County in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

Q. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
 - ii. Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - iii. Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 CFR Section 210.16(d).
4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

R. Nondiscrimination

Both the County and FSMC agree that no child who participates in Juvenile Detention Food Service Program will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities.)

S. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The County shall cooperate, as necessary, in the FSMC's compliance efforts.

T. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

U. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

3. Relationship of the Parties

- A. The FSMC's relationship with the County will be that of an independent contractor and not that of an employee of or supervisor for the County. The FSMC will not be eligible for any employee benefits, nor will the County make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the County harmless from any liability for, or assessment of, any such taxes imposed on the County by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the County or create obligations on the part of the County (*EC Section 45103.5*).
- B. All services to be performed by the FSMC will be as agreed between the FSMC and the County. The FSMC will be required to report to the County concerning the services performed under this Contract. The County shall determine the nature and frequency of these reports.
- C. The County is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

4. Food Service Program

- A. Food Service Management Company Responsibilities
 - 1. The FSMC shall, to the maximum extent practicable, purchase domestic commodities or products (*7 CFR Section 210.21[d][2]*).

B. County Responsibilities

1. The County shall ensure that the food service operation is in conformance with the County's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The County shall retain control of the quality, extent, and general nature of the food service program and establish all program and non-program meal and a la carte prices (7 *CFR*, sections 210.9[b][1] and 210.16[a][4]).
3. The County shall retain responsibility for developing the meal pattern for juveniles with disabilities, when their disability restricts their diet, and for those without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR* Section 210.10[g]).
4. The County shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service (7 *CFR* Section 210.16[a][4]).
5. The County shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR* Section 210.16[a][5]).
6. The County shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR* Section 210.21).
7. The County shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing or serving meals at the County's facility.

5. U.S. Department of Agriculture Foods

A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the County solely for the purpose of providing benefits for the County's food service program (7 *CFR* Section 210.16[a][6]).
2. In accordance with 7 *CFR* Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:
 - a. The FSMC must credit the County for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the County's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC

procures processed end products on behalf of the County, or acts as an intermediary in passing on the USDA Food value of processed end products to the County (7 *CFR* Section 250.51[a])

- b. The FSMC shall account for the full value of USDA Foods (7 *CFR* Section 250.51) by:
 - i) Subtracting the value of all USDA Foods received for use in the County's food service from the County's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year that the USDA Foods are received by the County. This listing is available from the USDA Food Distribution Web page at:
<http://www.fns.usda.gov/fdd/processor-pricing-reports>
3. The FSMC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR* Section 250.50(d)(2), (3), and (4), and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR* Part 250.
4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
5. The FSMC must use all donated ground beef and ground pork products, and all processed end products, in the County's service (7 *CFR* Section 250.51[d]).
6. In accordance with 7 *CFR* Section 250.51(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin and of equal or better quality, in place of donated foods. Exceptions are donated ground beef, donated ground pork, and all processed end products, which contain donated foods that may not be replaced with commercial substitutes. The County must ensure that such substitution has been made and that it has received credit for the value of all donated foods received, in accordance with review requirements in 7 *CFR* Section 250.54(c).
7. According to 7 *CFR* Section 250.53(a)(7), the FSMC shall ensure that the processing agreement's value will be used in crediting the County for the value of USDA Foods contained in end products.
8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR* Part 250.
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods.
10. The distributing agency, subdistributing agency, the CDE, the County, the Controller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.

11. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR* Section 250.54(b).
12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

B. County Responsibilities

1. The County shall retain title to all USDA Foods and ensure that all USDA Foods received by the County and made available to the FSMC accrue only for the benefit of the County's food service program and are fully used therein (7 *CFR* Section 210.16[a][6]).
2. The County shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR* Section 210.9[b][15]).
3. The County will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR* sections 250.54(a) and (c).

6. Meal Responsibilities

A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the County.
2. Provide meals through the County's food service program that meet the requirements as established in 7 *CFR* Part 210.
3. Retain sole control of the preparation, delivery, and service of meals.

7. Food Service Management Company Employees

- A.** The FSMC shall only place staff for work at the County that met the minimum professional standards outlined in 7 *CFR* 210.30 which can be viewed at the following web page:
http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

The County shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the County. The FSMC shall remove from the County's premises any staff who fail to take the required training.

The FSMC shall provide the County with a list of proposed employees and evidence that they meet the professional standards.

- B. The County reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- C. The FSMC shall provide the County with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the County five [5] calendar weeks prior to the commencement of operation.
- D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- E. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- F. The FSMC agrees to furnish the County, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- G. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the County harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

8. Books and Records

- A. The County and the FSMC must provide all documents as necessary for an independent auditor to conduct the County's single audit. The FSMC shall maintain such records as the County will need to support its Claims for Reimbursement. Such records shall be made available to the County upon request and shall be retained in accordance with 7 *CFR* Section 210.16(c)(1).
- B. The County and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR* Section 210.9[b][17]).
- C. The FSMC shall not remove state or federally required records from the County's premises upon contract termination.
- D. The County and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the

Contract for the purpose of making any audit, examination, excerpts, and transcriptions (7 CFR Section 3016.36[i][10]).

9. Monitoring and Compliance

- A. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- B. The County shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 CFR Section 210.8(a). At a minimum, these internal controls shall include all of the following:
 - i. An on-site review of the lunch counting and claiming system (7 CFR Section 210.8[a][1]).
 - ii. A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

10. Equipment, Facilities, Inventory, and Storage

- A. The County will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The County shall not be responsible for loss or damage to equipment owned by the FSMC and located on the County's premises.
- B. The FSMC shall notify the County of any equipment belonging to the FSMC on the County's premises within 10 days of its placement on the County's premises.
- C. The premises and equipment provided by the County for use in its nonprofit food service program shall be in good condition and maintained by the County to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The County further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the County and shall be at the County's expense. This provision shall survive termination of this Contract.
- D. The County shall have access, with or without notice, to the County's facility used by the FSMC for purposes of inspection and audit.
- E. Ownership of the beginning inventory of food and supplies shall remain with the County.
- F. All USDA Foods shall remain with the County.
- G. Ownership of all nonexpendable supplies and capital equipment shall remain with the County. However, the FSMC must take such measures as may be reasonably required by the County for protection against loss, pilferage, and/or destruction.

11. Certifications

- A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR* parts 225 and 230; 7 *CFR* parts 210, 220, 225, 245, 250, 3016, and/or 3019; and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the County and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- C. The County and FSMC shall comply with all applicable standards, orders, or regulations issued, including:
1. Section 306 of Clean Air Act (42 U.S.C. 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 2. Section 508 of the Clean Water Act (33 U.S.C. 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 3. Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 4. Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_0_2.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities.
- D. Debarment Certification
- The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- E. Lobbying
- The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- F. Energy Policy and Conservation Act:

<http://legcounsel.house.gov/Comps/EPCA.pdf>.

The County and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

- G. Contract Work Hours and Safety Standards Act Compliance:
<http://www.dol.gov/compliance/laws/comp-cwhssa.htm>.

In performance of this Contract, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

12. Insurance

The parties shall maintain the following insurances:

- A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

- B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the County and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the County with a certificate evidencing such policies. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions. With the exception of Workers' Compensation Insurance, the County shall be named as an additional insured under the FSMC's policies of insurance to the extent the County is indemnified pursuant to this Contract, where insurable. Any insurance coverage (additional insured or otherwise) that the FSMC provides for the Additional Insureds shall only cover insured liability assumed by the FSMC in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Additional Insureds.

- C. Property Insurance

The County shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

- D. Employer's Liability: Contractor shall maintain Employer's Liability insurance limit of \$1,000,000.
- E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.
- F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation

I. Verification of Coverage

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

13. Termination

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR* Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the County with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (7 *CFR* Section 3016.36[i][2]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the County, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the County determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the County may terminate the Contract in its entirety under either 7 *CFR*, Section 3016.43, or 7 *CFR*, Section 3016.44(a), pursuant to 7 *CFR* Section 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit A

SCOPE OF WORK

- A. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. S203-1110-17 including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence such that this Exhibit A including all attachments, the scope of work described in the RFP, and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- B. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

I. **CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. GENERAL REQUIREMENTS

- A. Contractor shall provide on-site food services at Solano County Juvenile Detention Facility located at 740 Beck Avenue, Fairfield CA 94533.
- B. Contractor shall prepare and serve meals each day at the time designated, seven (7) days a week. All meals shall be prepared and served utilizing Title 15 standards and guidelines with a minimum of two hot meals per day.
- C. The meal schedule is as follows: Breakfast is served at 7:00 a.m. including the first snack, lunch served at 11:45 a.m., dinner served at 4:45 p.m. including a second snack (to be consumed later that evening). The meal schedule will reflect service intervals, from meal completion to meal served, not to exceed thirteen hours.
- D. Daily menu shall be based of minimum 3,000 calories per day.
- E. Maintain at least five (5) extra meals, breakfast, lunch, and dinner, in storage available for late bookings.
- F. Implement a process of controlled meals to be stored at the Juvenile Detention Facility sufficient to address emergencies including but not limited to food illness outbreaks.
- G. Contractor shall operate the food service program in a cost-effective and efficient manner that includes optimal staffing, purchasing U.S.D.A. surplus commodities and recycled products, energy conservation, and recycling excess food waste.
- H. Contractor agrees to conduct its activities at all times in a safe and prudent matter with full regard to the County's safety policies and observe all applicable rules, regulations, and policies.
- I. Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code §812. Violation of this provision shall constitute a material breach of this Agreement.

- J. In no case will alcoholic beverages be used, consumed, or kept on the premises.

2. PURCHASING SPECIFICATIONS

- A. Contractor shall only purchase products from plants that are compliant with food safety standards and have the manufacturer's and distributor's assurance of safe handling. All products may only be purchased from Aramark approved suppliers. Unit level purchasing decisions are not allowed, unless they are client preferences or regulated by local laws.
- 1) Meats: Meats are purchased only from USDA-inspected plants and approved by Aramark registered dietitians. All must meet youth acceptability standards.
 - 2) Fresh Produce: Fruits: 138 count (medium size) petite bananas—U.S. No. 1 or comparable quality.
 - 3) Produce: U.S. No. 1 or comparable quality.
 - 4) Canned or Frozen Produce: Extra standard or standard, based on availability for institutional pack.
 - 5) Milk or Morning Beverage: With calcium and vitamin D.
 - 6) Fruit Drink: Vitamin C enriched, saccharin sweetened.
- B. Product Recall: if a product is recalled, immediate tracking gets activated and urgent action is taken to avoid any harm to consumers.
- C. USDA Commodities: Contractor shall assist in the acquisition of federal commodities for the facility, if available. All usable commodities will be blended into the menu and credited, per the USDA.
- D. Product Specifications & Grading: Contractor shall ensure that all food production plants that are utilized for purchases are required to meet a thorough HACCP review. All products are reviewed by Aramark's correctional services division dietitians for youth's acceptability ratings and nutritional content. Specifications for correctional services shall be developed to provide consistency of purchase unit size and quality of products used. Grades for products shall be established to ensure best quality for intended use. If the specified grade is not available, the next highest grade will be used. To cover periods of end of crop shortages, alternate specifications may be approved.
- 1) Whenever possible, frozen vegetables, except tomatoes, sweet potatoes, and sauerkraut are preferred over canned vegetables. Dried great northern beans pinto beans and black-eyed peas are used rather than canned.
 - 2) Except where noted, the largest practical size container is purchased. However, smaller packs are approved if required to avoid spoilage.
 - 3) Plastic or metal containers without sharp edges are always preferred over glass containers. Any products packed in glass must be kept under lock and key. Special care is also taken in disposing of empty glass containers.
 - 4) Produce minimum standards shall consist of:
 - Fruit (No. 1 Quality) Apples, 138 ct.
 - Bananas, petite
 - Oranges, 138 ct.

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- Vegetables (No. 2) Cabbage, firm green head, trimmed, Danish preferred, 50 lb. (commercial)
 - Carrots, whole, topped, crisp, 50 or 100 lb. (No. 2)
 - Celery (No. 2)
 - Lettuce, head, iceberg/crisp head, trimmed 24 – 30 ct. (No. 2)
 - Onions, mild, medium size, 50 or 100 lb. (No. 2 or commercial)
 - Tomatoes, 2 – 2 1/4" diameter 6 x 7 (No. 2)
 - Potatoes, Bakers, White Rose, Burbank, 90 ct. (No. 2 or commercial)
 - Potatoes, Utility with peel, 120 ct. (No. 2 or commercial)
 - 100 Percent Fruit Juice (Grade B/Choice) If served bulk, concentrate, orange or apple
 - Frozen Vegetables (institutional pack and Grade B/Extra Standard or Grade C/Standard, based upon availability for institutional pack)
 - Carrots, diced or sliced, 1/20 lb.
 - Broccoli, cuts, 1/20 lb.
 - Green Beans, 1/20 lb.
 - Peas, 1/20 lb.
 - Whole Kernel Corn, 1/20 lb.
 - Spinach, cut, chopped, 3/12 lb.
 - Mixed Vegetables, 1/20 lb.
 - Greens, 3/12 lb.
 - French Fries, 5/6 lb.
 - Canned Vegetables—6/#10 cans (Institutional Pack and Grade B/Extra Standard or Grade C/ Standard, based upon availability for institutional pack)
Tomatoes, crushed - Tomato, paste - Tomato, Catsup.
 - Canned Fruits (Institutional Pack and Grade B/Choice)—6/#10 cans
Applesauce, Apples, sliced, vacuum pack preferred, Mixed fruit, water or juice pack preferred, Pineapple, tidbits or chunks, light syrup preferred, Peaches, diced, water or juice pack preferred, Pears, diced, water or juice pack preferred
- 5) Meat minimum standards shall consist of:
- Windsor Beef and Poultry Pattie, pre-cooked with soy
 - Windsor BBQ Patty
 - Windsor Breaded Patties, 25 percent maximum breading, with soy
 - Breaded Iceland Fish, minced
 - Tyson Chicken 1/4s—USDA Grade B, boneless breast and thighs
 - Tyson Chicken, mechanically separated
 - Butterball products—must conform to acceptability standards Turkey, dark, cured, Turkey bologna, Turkey salami,
 - Turkey Hot Dogs, Turkey Roll, combo, light and dark, Turkey Sausage, smoked
 - Simeus Foods Beef and Chicken breakfast sausage—pre-cooked with soy
 - Meats with no salt added as specified by dietitian for diets
 - All acceptability ratings and nutritional contents are reviewed and approved by Aramark's correctional services division dietitians. All meet USDA standards for wholesomeness. All plants are required to meet a HACCP review by Aramark.
- 6) Dairy minimum standards shall consist of:
- Cheese, Imitation, sliced and shredded
 - Eggs, Grade A, medium

County of Solano
Standard Contract

- Skim, 1% or 2% milk, fortified A&D, 1/2 pt. Cartons, 50 or 70/cs
- Scrambled Egg mix—frozen in bags, reduced yolk to white ratio 6/5.
- 7) Cereals minimum standards shall consist of:
 - Ready to Serve (20 lb. pack) and cooked (50 lb. pack), Gilster Mary-Lee
 - Corn Flakes, bulk
 - Crisped Rice, bulk
 - Cheerios, bulk
 - Farina, quick
 - Grits, quick
 - Oatmeal, quick
- 8) Other Groceries:
 - Cake Mix—chocolate, white, yellow (50 lb. recommended)
 - Instant Puddings—butterscotch, chocolate, vanilla (standard)
 - Gelatin, assorted (standard), non-pork
 - Margarine Prints with A&D added, 30 lb.
 - Margarine Readies, 90 ct. with A&D added for medical diets
 - Coffee, instant—freeze dried, tea bags, 1 oz
 - Fruit Drinks, bulk—Vitamin C enriched, 15/1 concentrate with saccharin or Vitamin C, E, calcium, and B12,
 - enriched
 - Navy Beans, 50 lb.
 - Pinto Beans, 50 lb.
 - Potatoes, dehydrated, 50 lb.
 - Rice, 50 lb.
 - Macaroni, 20 lb.
 - Spaghetti, 20 lb.
 - Noodles, 20 lb.
 - Flour, all-purpose
 - Sugar, all-purpose
 - Brown Sugar
 - Confectioner's Sugar
 - Shortening
 - Salad Oil, soy—35 lb.
 - Peanut Butter, no salt added—6/5 lb.
 - Jelly, bulk—6/#10 cans
 - Salad Dressing, mayo-type—30 lb.
 - Salad Dressing, tossed, reduced fat Italian and French
 - Pancake syrup, bulk
 - Mustard, bulk
 - Beef Soup Base
 - Chicken Soup Base
 - Dairy Blend
 - Tortillas, flour
 - Potato Chips, bulk
 - Corn Chips, bulk
 - P.C. Condiments—sized as specified on menu

3. OPERATIONAL COSTS

- A. To ensure the unit meets the projected costs, Contractor shall utilize the following tools as detailed in the operational standards section:
- Operational Excellence – Efficiency in Food & Labor Management
 - PRIMA – Population, Pulls, Production, Portioning, Post-Analysis
 - Maintenance Programs
- B. Contractor shall be responsible for the installation and maintenance related to Contractor's equipment.

4. REGULATORY COMPLIANCE

- A. The Contractor shall ensure full compliance with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The County shall cooperate, as necessary, in the Contractor's compliance efforts. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- B. Contractor shall ensure to stay in compliance with all existing and future National School Lunch Program (NSLP) and California Department of Education's (CDE) guidelines and requirements.
- C. Contractor shall establish and maintain a log of hazardous materials to comply with all laws, regulations and industry standards related to the use, storage, and handling of such hazardous materials or substances.
- D. All Contractor employees shall be required to complete and pass a County conducted pre-employment criminal background check including being fingerprinted before being allowed at the facility.
- E. Contractor employees will be required to complete a live-scan criminal background check with both County and Contractor named as recipients. Contractor's staff may be subject to annual security verification.
- F. Contractor shall immediately notify the County of any disciplinary sanctions/counseling given to Contractor's staff by other government agency and who are also performing tasks at the Solano County Juvenile Detention Facility.

5. REPORTING & RECORD KEEPING

- A. Contractor will generate and provide all reporting necessary to help the county fully comply with all federal, state and local regulations along with NSLP, CDE requirements.
- B. Contractor shall make available to the County all operational and financial reports to review at county's discretion.

- C. All information and reports generated will be archived for terms that will be outlined by the County in writing.

6. COOK- SERVE OPERATIONAL STANDARDS

- A. Aramark's PRIMA WEB production system will be fully utilized to have standardized and successful operations. All five steps of proper operations, Population, Pulls, Production, Portioning and Post-Analysis will be consistently and fully applied and monitored.
- B. Nutrition Management: Aramark Dietitian and County approved menus will be planned and uploaded in to the PRIMA system by authorized regional staff. Only the authorized menu will be downloaded to generate daily service menus.
- C. Forecasting: Correct daily population counts will be used to forecast upcoming weeks' production.
- D. Perfect Purchasing: Only the approved items will be purchased from authorized suppliers at correct amounts.
- E. Rigorous Receiving: All items will be checked as to their quality, shape, shelf life, count, and temperature and to match exact items ordered at the correct price at the time of receiving.
- F. All items will be stored within proper cold and dry storage standards and following First in, First out (FIFO) guidelines along with meeting Sarbanes–Oxley standards.
- G. Pulling: Necessary amount of products will be pulled to separate locations in the storage areas ahead of production day for ease of operation.
- H. Production: Only County's approved recipes will be utilized to ensure 100% nutritional and quality standards.
- I. Portioning: Correct hot/cold holding units, service trays and utensils will be used to make sure that portions served exactly match menu requirements.
- J. Contractor shall serve all meals at appropriate temperatures in compliance with health and safety standards (e.g. hot foods served between 140 and 180 degrees; and colds foods served at 40 degrees or below but never frozen).
- K. Contractor will serve milk and juice in individual cartons and all other beverages will be served from insulated containers.
- L. Contractor shall utilize re-usable trays in serving meals. Contractor shall take necessary actions to ensure trays remain in service for their lifetime by implementing inventory control measures, and ensuring proper sanitation and cleaning procedures.

- M. Post-analysis: All pertinent planned, produced, waste and left over amount information will be recorded and tracked through the Wipe Out Waste program in order to regulate cost and improve forecasting.

7. FOOD LABELING

- A. Contractor shall possess or develop a system, including a time coding system where applicable, that will prevent from serving meals that do not meet the minimum quality standards.
- B. Food items including cooked meals maintained in storage shall indicate the item name, date of production, batch number, and the date of expiration for each batch of food prepared.

8. STORAGE

- A. Contractor all ensure that the storage areas are clean, well lit, organized and accurately sequenced according to the Aramark Manager's Guide.
- B. Storage areas must NOT be located in locker rooms, restrooms, garbage rooms, open stairwells or under mechanical, unshielded sewage or leaking water lines.
- C. Storage shelves are used for their intended purpose, in good repair and stable, and at a minimum of 6" above the floor and 18" from the ceiling or sprinkler heads.
- D. Shelf heights are set to reduce wasted space and to ensure heavy items are stored between knee and shoulder height.
- E. Multi-use refrigerator storage areas are accurately sequenced per above and using the *Top-to-Bottom* Storage System.
- F. Each storage area identified in the automated food production system shall be accurately set up as detailed above.
- G. Store like products together and ensure that chemicals are separated from food and food contact items (i.e. packaging, linens and utensils).
- H. Chemicals must be correctly stored according to the Aramark Manager's Guide.
- I. Ensure that refrigerators and freezers are not overstocked.
- J. All food products are stored using the First in, First out (FIFO) system and correctly labeled with the receive date according to the Aramark Receiving Labeling Procedure.
- K. All types of refrigerators and freezers are equipped with an internal thermometer, which is located in the warmest area. The internal thermometer is checked according to the Aramark Manager's Guide and accurately recorded on the equipment temperature log.

- L. All storage areas are well lit. Light bulbs are covered by shields, ceiling light panel covers or shatterproof bulbs are used.
- M. All storage area floors, walls and shelves are clean, and pest free. The Aramark Master Cleaning Schedule is accurately completed and in use for all storage areas according to the Aramark Manager's Quick Guide.
- N. If applicable, USDA commodity items are properly stored and inventoried per regulatory requirements.

9. CLEANING, SANITIZING

- A. Contractor shall purchase and provide the approved equipment, tools, cleaning materials, chemicals, and other supplies necessary for the food service operation.
- B. Ensure that all MSDSs are available in Right-to-Know folder and ensure that folder is current.
- C. Make available to Contractor's associates all proper and necessary Personal Protective Equipment (PPE).
- D. Contractor shall set up and monitor chemical dispensers and warewashing equipment.
- E. Ensure to properly set up dispensers and warewashing equipment and make sure they are operating correctly.
- F. Twice a day, test and record:
 - 1. Sanitizer concentration for each sanitizer dispenser and record it on the Sanitizer Dispenser Log for each location opens for service (open and mid-day).
 - 2. Final rinse temperatures on dishwasher machine Temperature Log (open and close).
 - 3. Final rinse concentrations on dish machine Sanitizer Log (open and close).
 - 4. Follow corrective actions on the logs above if results do not meet the requirements.
- G. Ensure chemicals are used according to manufacturer's instructions.
 - 1) Do not combine chemicals.
 - 2) Do not free-pour concentrated chemicals or use them at full strength.
 - 3) Use only quaternary ammonium sanitizers that have an effective range of 150-400 ppm (alternative sanitizers must be approved prior to use).
- H. Ensure that bleach is not used as a sanitizer or disinfectant in food service operations.
- I. Make sure associates use red and green buckets for cleaning purposes only.
- J. Monitor solutions in red and green buckets and make sure wiping cloths are changed between meal periods or any time they become soiled.

- K. Store chemicals in the original container from the manufacturer. If a chemical is transferred to a new container, affix the preprinted manufacturer's label with the name of the contents on the new container.
- L. Store labeled "in-use" chemical containers (buckets/spray bottles) in a manner that limits the potential for food product contamination. Make sure these containers have the preprinted manufacturer's label with the name of the contents.
- M. Ensure that green and red buckets are not stored on or above work surfaces or service stations where food is being handled, served, or stored.
- N. Make sure food-contact and non-food-contact surfaces are clean and sanitized.
- O. Maintain a current Master Cleaning Schedule.
- P. Confirm associates wash hands before handling clean equipment, utensils, and smallwares.
- Q. Ensure food-contact surfaces are cleaned and sanitized after each use, and air-dried before being placed into storage.
- R. Monitor non-food-contact surfaces to keep them free of dust, dirt, food, and debris.
- S. Wash and sanitize all reusable serving trays and other smallwares. Contractor shall follow all health and safety standards and County sanitation procedures when performing clean up tasks.
- T. Refer associates to the Ecolab Cleaning Instructions for specific cleaning procedures.

10. MENU PLANNING

- A. Contractor shall adhere to the 21-day cycle menu for the 21 days of meal service, which is attached as Attachment A-1 and incorporated by this reference. Thereafter, Contractor may only make changes with the County's approval.
- B. During the term of the Agreement, the Contractor shall suggest changes to the menu. Changes in the menu should consider improved nutritional value, variety, visual appeal, customer preference, and seasonal variations.
- C. All changes in the menu must have prior written consent by the County and by the Contractor's registered dietitian. Menu substitutions must be of equal nutritional value as the original menu.
- D. Provide County with an item computerized nutritional analysis indicating food specifications (i.e. calories, fat, cholesterol, sodium, calcium, iron, dietary fiber, and vitamins) and comparison to RDA values.
- E. If, for any reason, the Contractor fails to provide service, the County shall obtain the required meal(s) from the most expedient source, and the Contractor shall be

responsible for any and all charges, including consequential expenses incurred by the County for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.

11. MEDICAL DIET MENUS

- A. In response to a physician or nurse practitioner's orders, provide County with an appropriate medical menu that agrees with physician-ordered specifications and, as much possible, is consistent with regular menu items. The menu shall be prepared by a registered dietitian and certified by both, a physician and a registered dietitian prior to use by County.
- B. The Contractor shall provide medical diet meals such as, but not limited to, allergy, diabetic, low salt, low fat, dental soft, dental liquid, pregnancy, renal, vegetarian, and special meals in accordance with County's procedures and as ordered by medical staff.
- C. Medical diets shall be served during normal hours in the manner specified by the physician. Arrangements shall be made to provide meals beyond the schedule meal hours when so ordered by the physician.
- D. Contractor shall develop a 21-day cycle menu with standardized recipes to ensure consistency of medical diet menu items.

12. RELIGIOUS DIET MENUS

- A. In response to requests stemming from religious beliefs, Contractor shall provide County with appropriate special diet menus that agree with religious or vegetarian specifications and that is consistent, as much as possible, with regular menu items. The menu shall be prepared and certified by a registered dietitian prior to use by the County.
- B. Contractor must initiate diet service within no more than 24 hours of notification.
- C. Examples of religious menus include, but are not limited to, Kosher, Halal, and Ovo-Vegetarian. Contractor shall keep up-to-date with current law and adjust its menus according to controlling state and federal law, including case law.
- D. Diets that may require additional cost have to be approved by the County before invoicing.

13. HOLIDAY AND SPECIAL MEAL MENUS

- A. Contractor must submit holiday and special meal menu plans seven (7) days prior to the scheduled holiday for County's approval.
- B. At a minimum, special meal programs shall be required for the following Holidays:
 - a) New Year's Day

- b) Easter Sunday
- c) Thanksgiving Day
- d) Christmas Day
- e) August Picnic
- f) Labor Day
- g) Cinco de Mayo
- h) Memorial Day
- i) June Picnic
- j) Independence Day
- k) Martin Luther King Day
- l) St. Patrick's Day

14. EMERGENCY MEAL PLAN

- A. Contractor shall maintain a seven day (7) meal supply stocked at the Juvenile Detention Facility.
- B. Contractor shall establish/revise an emergency plan, with the assistance of the County, to continue food service operations in the event of an emergency or disaster, Contractor's emergency plan factors in many of the most common disruptions of service(s). Contractor's responses range from utilizing other facilities to bringing in additional resources (both human and equipment) to maintain the food service operation. It cannot be assumed that Contractor will be expected to provide services under any circumstances as the severity of the disruption/emergency may make service impossible.

15. STAFFING PLAN

- A. Contractor shall provide adequate, competent, and efficient support staff that shall be able to service the County during operating hours. Such representative(s) shall be knowledgeable about the food service program, products offered and able to identify and resolve quickly any issues.
- B. Contractor shall not deviate from the staffing plan without County's consent. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel without the express written agreement of County which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County approval. Personnel replacements shall not interfere with the food service operation.

Key Personnel	Title	Functions
Peter Burt	CA/NV District Manager	Contractual and Corporate Support
Hal Yasa	Alameda Area Resident District Manager	Direct supervision of local team, business unit and performance

Tina Hetchcock	Solano County Food Service Director	Day to day operational supervision and support
Lucy Escobedo	Juvenile Hall Supervisor	Direct delivery of services under agreement

16. IMPLEMENTATION OF IN2WORK PROGRAM

- a) Program development – Contractor shall work with County to implement the program
- b) Curriculum – Contractor shall work with County to develop the curriculum
- c) Progress tracking/Certification – Contractor shall work with County to track progress of clients.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

- A. Place meal orders to include number of meals by meal type (i.e., regular, late, medical, religious, vegetarian or other special diet) to Contractor or designee by agreed upon cut-off deadlines.
- B. Notify Contractor of any medical diet needs resulting from a physician or nurse practitioner's orders.
- C. Notify Contractor of any special diet needs resulting from requests stemming from religious beliefs or dietary preference.
- D. Work with Contractor to plan holiday and event meal menus.
- E. Reheat the required number of late meals for distribution to any minors booked into the Juvenile Detention Facility after the dinner meal. Late meals should be stored and served in microwavable containers.
- F. Periodically review available listing for U.S.D.A. donated commodities.
- G. Work with Contractor to establish new and/or revise existing County policy and procedures related to County food service operations.
- H. Control facility security including but not limited to, admittance, access to and from secured areas, ensure the physical safety of persons within secured areas to include Contractor employees, suppliers and other authorized visitors.
- I. Provide Contractor employee with office space and furniture to include a desk, chair, adding machine, file cabinet, bookshelf, and wastebasket.
- J. Provide adequate resources for food service operations to include facilities and equipment.

- K. Facility personnel shall be responsible for retrieving serving trays and support equipment from the living areas and placing them at the delivery point.
- L. Coordinate with County's Environmental Health Department inspections of the kitchen and storage areas.
- M. Service checks and maintenance of fire extinguishers.
- N. Maintain operating condition of County facilities and equipment related to County food service operations. County will be responsible for:
 - a) Building repairs related to, but are not limited to, maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, wall and ceiling surfaces and floor coverings.
 - b) Equipment repairs related to maintenance of County-owned equipment used in the food service operation. At County's sole discretion, County may opt to purchase new or used replacement equipment when repair costs exceed anticipated benefits.
 - c) Service checks and maintenance of fire extinguishers.
 - d) Pest control services to include periodic building inspections, monthly preventive service, and on-call rodent extermination service.
- O. County shall be responsible for any utility expense related to food service operations.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

- A. Maximum compensation for food management and operational services **shall not exceed \$255,500.00**. Compensation shall include payment for services rendered in accordance with Exhibit A (Scope of Services) payable per the number of actual meals prepared (not to be confused with the number of estimated meals in RFP Guidelines and Instructions) multiplied by the **price per meal of \$3.569** (the "base price per meal") plus \$1.22 per two snacks a day per youth, plus any applicable sales tax, less any credits for the fair market value of U.S.D.A. donated commodity usage and/or penalties.
- B. The price per meal indicated above shall apply to all meals, including medical, religious (excluding prepackaged meals), vegetarian (lacto-ovo) or other special diet meals and holiday or event meals. Religious prepackaged meals shall be provided at a price to be mutually agreed on in advance by the parties.
- C. The price per meal stated in this Contract is firm for the annual period ending June 30, 2018. The price per meal for each subsequent twelve-month period shall be increased by an amount to be mutually agreed upon; provided, however, that in the event no agreement is reached with respect to such increase by January 15 in any given year, the price per meal shall be increased by an inflationary percentage rate equal to, but in no event to exceed five percent, the United States Department of Labor Statistics, Consumer Price Index, All Urban Consumers (Current Series), not seasonally adjusted, U.S. City Average, Food Away from Home (SEFV), 12 month percentage change calculated using the most recently available November index number and the immediately preceding November index number. Per meal prices may not be increased or decreased during, and shall remain firm for, any such 12-month period.

The percentage increase shall be applied to the then-current price per meal and Contractor shall provide County with new price per meal by January 31. The new price per meal shall be effective the following July 1.

2. U.S.D.A COMMODITIES

Contractor shall credit the invoices for the fair market value of U.S.D.A. donated commodities used, minus any shipping or handling charges incurred, when commodities are usable within the existing menu or are agreed upon as a menu substitution. Any U.S.D.A. donated commodities received for the purpose of menu enhancement shall not be credited back to the County. The value of commodities shall be the value set forth on the invoice, bill of lading, delivery receipt, or other similar document from the U.S.D.A. or distributing state agency. If no value is set forth, Contractor shall contact the U.S.D.A. or distributing state agency to obtain a written value estimate.

3. PENALTY

County shall notify Contractor of any instance where Contractor has failed to adhere

to the Scope of Work as specified in Exhibit A within five (5) days of failure. Contractor shall correct such agreed upon failure within fifteen (15) days to the County's satisfaction, and if Contractor does not correct failure, Contractor shall credit weekly invoice \$2,500 for each instance Contractor fails to adhere to scope of work as specified in Exhibit A.

4. SALES TAX

Contractor shall be responsible for timely payment of all applicable state and local sales taxes, on the County's behalf, to the California State Board of Equalization. Contractor shall provide County with a copy of sales tax form submitted within ten (10) days of submission. In the event of a change in the sales tax rate, the weekly invoice shall reflect the changed rate.

5. METHOD OF PAYMENT

Upon submission of a monthly invoice by Contractor, and upon approval of County's representative, County shall pay Contractor in arrears for services rendered the prior month, up to the maximum amount provided for in Section 1 above. Invoice shall include a company logo and contain the minimum information reflected in the sample invoice for claims in Attachment B-1. Contractor shall provide County with adequate documentation to supplement the monthly invoice, including but not limited to, meal count report, U.S.D.A. donated commodity invoices, and vendor purchase invoices. County shall endeavor to make payments within 30 days of receipt of invoice.

6. DAILY PARTICIPATION

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	70	\$ 3.569	\$ 249.830
Lunch	70	\$ 3.569	\$ 249.830
Snacks	140	\$ 1.220	\$ 170.800
Dinner	75	\$ 3.569	\$ 267.675
Special Meals**	30	\$ 3.569	\$ 107.070

** All special meals described herein in Section 13 of Scope of Work of this contract.

Company Logo		INVOICE		
Contracted food management services rendered for the month of July 1 through July 31, 201X.				
BILL TO: Solano County Probation Attn: Dean Farrah/Superintendent 740 Beck Avenue Fairfield, CA 94533		REMIT PAYMENT TO:		
Contract No.	Invoice Date	Invoice No.	Terms	Due Date
			Net 30	
Description		Number of Meals Prepared	Price per Meal	Amount
Food Services			\$	\$
Sales Tax Liability				\$
U.S.D.A. Commodity Usage – Fair Market Value (Credit)				(\$)
Penalty (Credit)				(\$)
Comments:				
Attachments:				
<input type="checkbox"/> Meal Count Report <input type="checkbox"/> U.S.D.A. Commodity Invoices <input type="checkbox"/> Vendor Purchase Invoices		BALANCE DUE		\$

SPECIAL TERMS AND CONDITIONS

1. ADDITIONAL REPRESENTATIONS

A. Staff Qualifications

- a. Are at least 21 years of age;
- b. Have completed and passed a County conducted pre-employment criminal background check, including being fingerprinted. At County's expense and choice of location, FSMC employees will be required to complete a live-scan criminal background check with both County and FSMC named as recipients of any updates;
- c. Have completed and passed a pre-employment physical; and
- d. Have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude.

B. Certifications

FSMC represents that its staff and any subcontractors are in good standing with their respective licensing boards/associations.

C. Facility Rules and Regulations

FSMC represents that it has read and understands County policy and procedures related to the JDF, New Foundations and Challenge and agrees to abide by all applicable rules and regulations, including the Prison Rape Elimination Act that prohibits sexual misconduct. County will monitor Contractor's compliance.

2. CLEARANCE REQUIREMENTS

- A. Upon requesting entrance into the County facility or anytime they are within the security perimeter of the facility, FSMC personnel will be subject to search of their person and/or their personal belongings.
- B. While inside the facility, FSMC personnel must wear authorized identification badges that include a photo in a visible manner. Those who fail to display their ID badge may be denied access to the facility.
- C. FSMC staff that is suspected of being under the influence of alcoholic beverages or drugs will be denied access to the facility.
- D. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, drugs, or food items.
- E. Pursuant to Article 3, section 1320 of CA Title 15, Contractor personnel, who may be present at the facility, shall have such clearance and qualifications as may be required by law, and their presence at the facility shall be subject to the approval and control of the facility manager.

3. EMERGENCY AUTHORITY

In an emergency situation at the County facility, FSMC personnel on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the facility grounds.

4. REPORT ACCIDENTS AND UNSAFE CONDITIONS

FSMC personnel shall report any accident or unsafe condition to County immediately as they becomes aware.

5. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT

Without the express written consent of County, FSMC personnel shall not use County facilities and equipment for any purpose outside the scope of this Contract.

6. SPECIAL RESPONSIBILITIES OF CONTRACTOR

(1) *Provide an audit report, including a management letter, to County annually;*

7. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "C1".

8. CHILD/ADULT ABUSE

Contractor shall execute the form attached as Exhibit "C2".

9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit "C3".

10. Communications and Interpersonal Relations Policy

Contractor shall execute the form attached as Exhibit "C4".

11. CHANGES AND AMENDMENTS

Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

12. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME: **ARAMARK CORRECTIONAL SERVICES, LLC.**

The Contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.



Contractor or Grant Recipient Signature

9/6/2017
Date

Mark R. Adams
Official's Name (type or print)

Vice President-Finance
Title

23-2778485
Federal Tax ID Number

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code Section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Name: _____

Title: _____

Date: _____

HIPAA BUSINESS ASSOCIATE CERTIFICATION 45 C.F.R. Parts 160-164

ARAMARK CORRECTIONAL SERVICES, LLC

The Contractor or grant recipient (hereinafter "Contractor") named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164, to the extent relevant to Contractor with regard to the services contemplated in this Contract. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use PHI it creates for or receives from the County only:
 - (a) For functions and activities on the County's behalf;
 - (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - (c) As required by law.
 - (d) To provide Data Aggregation services to the County as permitted by 45 CFR §164.504(e)(2)(i)(B).
 - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use PHI except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement, as required by law, or in compliance with Social Security Acts §1173(d) (42 U.S.C. §1320d-2(d)) and 45 CFR §164.530(c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

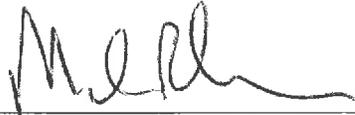
6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR §164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR §164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR §164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR §164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (12) business days of becoming aware of such use or disclosure pursuant to 45 CFR §164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
 - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
 - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
 - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
 - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

County of Solano
Standard Contract

15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.
16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or grant recipient to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.



Contractor or Grant Recipient Signature

9/6/2017

Date

Malik R. Adams

Official's Name (type or print)

23-2778485

Federal Tax ID Number

Communications and Interpersonal Relations Policy

With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall:

- ▶ Uphold all applicable County policies and procedures, including but not limited to, Sexual Harassment and Conflict of Interest;
- ▶ Respect the dignity of each person and refrain from profane, callous, or degrading remarks;
- ▶ Treat each person humanely;
- ▶ Maintain an ethical demeanor while fulfilling responsibilities in a professional manner;
- ▶ Maintain safe conditions;
- ▶ Dress in a conservative manner; and
- ▶ Notify County officials immediately of any known or suspected improprieties, including but not limited to, those actions identified below.

With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall not:

- ▶ Prejudge their guilt or innocence;
- ▶ Deliver any message or article of a personal nature including, but not limited to, notes, letters, phone calls;
- ▶ Engage in improper behavior, including but not limited to, sexual encounters or exploitation, smuggling of contraband;
- ▶ Discuss personal and/or confidential County business;
- ▶ Loan or borrow money and/or personal articles;
- ▶ Purchase or sell personal articles;
- ▶ Accept or offer a gift or gratuity;
- ▶ Discuss reason for detention and/or other personal or legal matters;
- ▶ Criticize County policy, programs or staff;

CERTIFICATION

I have read and understand the above policy and agree to abide by the rules and conditions as set forth in this document.

Contract Employee or Volunteer Signature

Date

Name (type or print)

SOLANO COUNTY JUVENILE DETENTION
CALIFORNIA

Weekly average 3000 calories per day

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) - Jan. 2012
Fluid milk choice at breakfast and lunch must be low-fat (1% milk fat or less, unflavored) or fat-free (unflavored or flavored).

Proposed 3/17
On-site Model



This institution is an equal opportunity provider.

Week: **MONDAY** **TUESDAY** **WEDNESDAY** **THURSDAY** **FRIDAY** **SATURDAY** **SUNDAY**

Meal Name: **Breakfast**

1 each	Fresh Seasonal Fruit	1 each	Diced Peaches	1/2 cup	Fresh Seasonal Fruit	1 each	Chinamen Apples	1/2 cup	Fresh Seasonal Fruit	1 each	Berry Mix
1/2 cup	Toasted Oats Cereal	1/2 cup	Toasted Oats Cereal	1/2 cup	Raisin Bran Cereal	1/2 cup	Whole Grain Swollened Oatmeal w/ Cinnamon LF	1/2 cup	Hard Cooked Egg	1 each	Peanut Butter
2 each	Whole Grain French Toast	2 each	Whole Grain Waffles	2 each	Breakfast Sausage (1 low each)	1 each	Whole Grain Bagel	1 each	Whole Wheat Bread	1 slice	Grate Jay
2 fl oz	W/5 Flour Tortilla (6")	2 fl oz	Soup	1 each	Whole Wheat English Muffin	1 each	Lowfat Cream Cheese	1 packet	Apple-lyfy	1 packet	Whole Wheat Bread
1 each	100% Orange Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	Panades/Lyonnaise LF	1/2 cup	100% Orange Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	100% Orange Juice (4 oz)
1 each	100% Orange Juice (4 oz)	1 each	Milk Choice (Half Pint)	1 each	Milk Choice (Half Pint)	1 each	Milk Choice (Half Pint)	1 each	Milk Choice (Half Pint)	1 each	Milk Choice (Half Pint)

Meal Name: **Lunch**

6 each	Loaded Baked Potato	6 each	Whole Grain Fried Rice (2.5 MILK)	10 each	Hamburger	1 each	Whole Grain Cheesy Brown Rice & Broccoli Casserole (2.5 MILK)	12 each	1. Hot Dogs (1.5 oz each)	2 each	Tangy BBQ Chicken (2 oz slices)
1 each	Baked Potato	1/2 cup	Kettle Blend Mixed Vegetables	1/2 cup	100% Beef Patty (2 oz each)	1 each	Carrots LF	3/4 cup	Mustard	2 packet	Whole Grain Mac & Cheese
1/2 cup	Cheese Sauce	1/2 cup	Garden Salad	1 each	Shrimp Lettuce Leaf	1 each	Pasta LF	1/2 cup	Whole Wheat Hot Dog Bun	2 each	Corn & Carrots LF
1/2 cup	Broccoli LF	1 cup	Garden Salad	1 each	Tomato Slice	1 slice	Whole Wheat Bread	1 cup	Family Potatoes LF	2 each	Garbanzo Beans
1/2 fl oz	Sour Cream	1 cup	FF Italian Dressing, pc	1 each	Whole Wheat Bread	1 slice	Orange	1 cup	Coney Pinto Beans LS	3/4 cup	FF Italian Dressing, pc
1/2 fl oz	Apple	1 each	Orange	2 slices	Whole Wheat Hamburger Bun	1 each	Diced Peaches	1/2 cup	Mixed Fruit (Canned)	1 cup	Apple
1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each	Scalloped Potatoes LF	1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)
1 each	Milk-Student Choice (Half Pint)	1 each	Corn LF	1 cup	Apple	1/2 cup	Apple	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)
1 each	Apple	1 each	Garden Obscure	1 cup	Milk-Student Choice (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)

Meal Name: **Dinner**

1 each	Stuffed Chicken Corn Dog	1 each	Sausage Steak (3 oz each)	1 each	Crispy Chicken Patty (3 oz each)	10 each	Country Patty (3 oz each)	1 each	Luau (1 oz w/ hot peppers)	10 each	Meatballs (1/2 oz each)
1 each	Washed Potatoes	1 cup	BBQ Sauce	1 cup	BBQ Sauce	1 cup	Inch Blend Vegetables	10 each	Sweet & Sour Sauce	2 fl oz	Rice C'Brien
1/2 cup	Gravy	3 fl oz	Hamburger Bun	1 each	Baked Beans	1 each	French Dressing, pc	1 each	Wheat Bread	2 slice	Margarine, pc
1/2 cup	Chili	3/4 cup	Carrots	1/2 cup	Hard Wings Cde	160 cal	1% Milk (Half Pint)	160 cal	1% Milk (Half Pint)	1 each	Apple Raisin Cde (1/4 c each)
1/2 cup	Bakery Biscuit	160 cal	1% Milk (Half Pint)	160 cal	1% Milk (Half Pint)	1 each	Duxet Sandwich Cookies	2 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)
3/4 cup	Margarine, pc	2 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	2 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)
1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. This item made with mechanically separated poultry used in accordance with USDA Standards.

SOLANO COUNTY JUVENILE DETENTION
CALIFORNIA

Proposed 3/17

On-site Model

Weekly average 3000 calories per day

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) - Jan. 2012

Fluid milk choice at breakfast and lunch must be low-fat (1% milk fat or less, unflavored or flavored).

This institution is an equal opportunity provider.

Week: **MONDAY** 1

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY

Meal Name: Afternoon Snack

Fresh Seasonal Fruit	1 each	Banana Nuttin	1 each	String Cheese	1 each	Fresh Vegetables	4 oz	Diced Peaches	3/4 cup
French Dressing, pc	4 1/2 oz	Apple Jelly	1 each	Chocolate Milk Fat Free (Half Pint)	1 each	Milk	1/4 cup	Bakery Bread	1/80 out
1% Milk (Half Pint)	1 each	Chocolate Milk Fat Free (Half Pint)	1 each	Bakery Biscuit	1 each	1% Milk (Half Pint)	1 each	Orange Jelly	1 packet
1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each			1% Milk (Half Pint)	1 each

Meal Name: Evening Snack

Fudge Brownie	1/80 out	Fudge Brownie	1 bag	Streisand Confectionery	1/80 out	Pretzels, pc	1 each	Fresh Baked Cookies	2 doz
Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet

All entire portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and pastries made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volumetric measurements. All starches, vegetables, and cooked cereal are accompanied with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.
*This item made with mechanically separated poultry used in accordance with USDA standards.

Proposed 3/17

Onsite Model

SOLANO COUNTY JUVENILE DETENTION CALIFORNIA



Weekly average 3000 calories per day
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12, Jan. 2012)
Fluid milk choice at breakfast and lunch must be low-fat (1% milk fat or less, unflavored) or fat-free (unflavored or flavored).

Week: 2

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY

Meal Name: Breakfast

Fresh Seasonal Fruit	1 each	Diced Peaches	1/2 cup	Fresh Seasonal Fruit	1 each	Berry Mix	1/2 cup	Fresh Seasonal Fruit	1 each	Cinnamon Apples	1/2 cup
T-Sausage Breakfast Pizza (MG) 1/16 oz)	1/2 cup	Tostitos Ono Cornal	1/2 cup	Sweetened Whole Grain Cinnamon	1/2 cup	Raisin Bran Cereal	1/2 cup	Peanut Butter	1 each	Hard Cooked Egg	1 each
Potatoes Lyonnaise LF	2 each	Cheesy Scrambled Eggs	3 each	Whole Grain Bagel	1 each	Whole Wheat English Muffin	1 packet	Whole Wheat Bread	1 packet	Apple Jelly	1 slice
100% Orange Juice (4 oz)	2 fl oz	WG Flour Tortilla (6")	1 each	LowFat Cream Cheese	1 each	Potatoes Lyonnaise LF	1 each	100% Orange Juice (4 oz)	2 slice	100% Orange Juice (4 oz)	1 packet
Milk Choice (Half Pint)	1 each	Taco Sauce	1 packet	100% Orange Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	Milk Choice (Half Pint)	1 each	Milk Choice (Half Pint)	1 each
		100% Orange Juice (4 oz)	1 each	Milk Choice (Half Pint)	1 each	Milk Choice (Half Pint)	1 each				

Meal Name: Lunch

Whole Grain Fish Sticks (COP)	4 each	Orange Chicken Stir Fry	3/4 cup	French Chicken Wrap (2 MMR)	1 each	Hamburger	1 each	Enriched Filling (2.5 MMR)	5 each	Pizza Burger (3 oz)	4 each
Tarator Sauce	1 packet	Whole Grain Brown Rice LF	1 cup	Pickle Slice	2 each	100% Beef Patty (4 oz raw)	1 each	Corn LF	3/4 cup	Whole Wheat Hamburger Bun	1 each
Broccoli Sunflower Salad LF	3/4 cup	Garden Salad	1 cup	Whole Grain Mac & Cheese	1/2 cup	Shred Lettuce Leaf	1 each	Shredded Lettuce	1/2 cup	Potato Salad LF,LS	1 each
Kettle Blend Mixed Vegetables LF	1/2 cup	FF Italian Dressing, pc	1 each	Sweet Potato Fries	4 each	Tomato Slice	1 each	WG Flour Tortilla (6")	2 each	Peas & Carrots LF	1/2 cup
Whole Wheat Bread	1 slice	Peas LF	1/2 cup	Corn O'Brien LF	1/2 cup	Pickle Slice	2 each	Taco Sauce	1 packet	Diced Peaches	1/2 cup
Applesauce	1 cup	French Fries	1 each	Phosphate Chunks (canned)	1/2 cup	Whole Wheat Hamburger Bun	1 each	Orange	1 each	Milk-Student Choice (Half Pint)	1 cup
Milk-Student Choice (Half Pint)	1 each	Orange	1 each	Milk-Student Choice (Half Pint)	1 each	Baked Beans	1/2 cup	Mixed Fruit (Canned)	1/2 cup		
		Milk-Student Choice (Half Pint)	1 each			Hot Blend Vegetables LF	1/2 cup	Milk-Student Choice (Half Pint)	1/2 cup		
						Apple	1 each				
						Milk-Student Choice (Half Pint)	1 each				

Meal Name: Dinner

BBO Beef Biskiet Sticks (9 oz beef)	4 each	Stuffed Chicken Corn Dog	1 each	Baked Meatball (3 oz raw each)	1 patty	Chicken Nuggets	5 each	Country Pasta (3 oz raw each)	1 patty	Loaded Nachos	2 each
BBQ Sauce	1 fl oz	Baked Beans	1/2 cup	Mashed Potatoes	1 cup	Mac & Cheese	1 cup	Rice LF	1 cup	Nacho Filling (8 oz)	1/2 cup
Pickle Slice	2 slice	Ketchup & Mustard Packets	1 each	Gravy	3 fl oz	Garden Salad	1/2 cup	Corn Gravy	3 fl oz	Chesse Sauce	1/2 cup
Hamburger Bun	1 each	Carrots LF	1/2 cup	Kettle Blend Mixed Vegetables LF	1/2 cup	Ranch Dressing, pc	1 each	Kettle Blend Mixed Vegetables LF	1/2 cup	Shredded Lettuce, Tomato, & Cheese	1/2 cup
Mac & Cheese	1 cup	Coleslaw (vegetable)	1/2 cup	Bakery Biscuit	1/60 cut	Fresh Baked Peanut Butter Cookie	2 each	Bakery Biscuit	1/60 cut	Spanish Rice	1/2 cup
Pasta LF	1/2 cup	Fresh Rained Sugar Cookie	2 each	Margarita, pc	1/60 cut	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1/60 cut	Tomato Chops	1 each
Red White Cake	1/60 cut	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	Duplex Sandwich Cookies	2 each	1% Milk (Half Pint)	1/60 cut	Duplex Sandwich Cookies	2 each
1% Milk (Half Pint)	1 each					1% Milk (Half Pint)	1 each			1% Milk (Half Pint)	1 each

All entire portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to microwaving. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, milk, and breadsticks made from mix or scratch are prior to baking. Pastries made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All sauces, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Infatation cheese with calcium is used.

*This item made with mechanically separated poultry used in accordance with USDA standards.

Proposed 3/17

Onsie Model

**SOLANO COUNTY JUVENILE DETENTION
CALIFORNIA**



Weekly average 3000 calories per day

First Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) - Jan, 2012
Fluid milk choice at breakfast and lunch must be low-fat (1% milk fat or less, unflavored) or fat-free (unflavored or flavored).

This institution is an equal opportunity provider.

Week: 2

MONDAY

Meal Name: Afternoon Snack

Fresh Seasonal Fruit	1 each	Applesauce Muffin	1/60 each	Peanut Butter	1 each	Deed Pears	1 each	CheerY Sticks	3/4 cup	1. Ham	1 ozw	Glazed Cheesecake Whozz Sub	2 ozw
Corn Flakes Cereal	1 cup	Apple Jelly	1 packet	Apple Jelly	1 packet	Cheddar Cheese	1/2 cup	Peanut Butter	1/2 cup	American Cheese	1 slice	1% Milk (Half Pint)	1 each
1% Milk (Half Pint)	1 each	Chocolate Milk Fat Free (Half Pint)	1 each	Graham Crackers	3 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	Bakery Bread	1/60 eaf	1% Milk (Half Pint)	1 each
				1% Milk (Half Pint)	1 each					Chocolate Milk Fat Free (Half Pint)	1 each		

Meal Name: Evening Snack

Fresh Baked Cookie	2 ozw	Fudge Brownie	1/60 eaf	Fresh Baked Cookie	2 ozw	Strawberry Cheesecake	1/60 eaf	Food Cans	1 bag	Food Cans	1/60 eaf	Fresh Baked Cookie	2 ozw
Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY

All entire portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, breads, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are based upon approximate measurement prior to cooking. Side dishes are volume measurements. All statistics, vegetables, and cooked cereal are prepared with margarine unless indicated as L.F. (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. This item made with mechanically separated poultry used in accordance with USDA standards.

Proposed 3/17

On-site Model

SOLANO COUNTY JUVENILE DETENTION
CALIFORNIA



Weekly average 3000 calories per day

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) - Jan. 2012
Fluid milk choice at breakfast and lunch must be lowfat (1% milk fat or less, unflavored) or fat-free (unflavored or flavored).

This institution is an equal opportunity provider.

Week: 3

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY

Meal Name: Afternoon Snack

Peppermint Butter	1 each	Muffin	3/4 cup	T. Ham	1 ozw	Fresh Carrot Slices or Carrots	4 1/2 ozw
Strawberry Jelly	1 packet	Peppermint Butter	1 each	Chewy Chocolate Chunk Granola Bar	1 each	Ranch Dressing, pc	1 slice
Bakery Biscuits	1/60 cut	1 cup	1 each	Chocolate Milk Fat Free (Half Pint)	1 each	Chocolate Milk Fat Free (Half Pint)	1/60 cut
1% Milk (Half Pint)	1 each	Chocolate Milk Fat Free (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each

Meal Name: Evening Snack

Fudge Brownie	1/60 cut	Fudge Brownie	2 ozw	Fresh Baked Cookies	2 ozw	Ice Cream	1/60 cut
Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet	Fruit Drink w/ Vitamin C	1 packet

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*This item made with mechanically separated poultry used in accordance with USDA standards.

Attachment B

Due to file size, the following document can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

[A - RFP #S203-110-17](#)

youths, teach pro-social skills and respond to both appropriate and inappropriate behaviors effectively. Staff fully trained in CBT ensures that youth receive the CBT concepts through instruction and role modeling which ensures that their behavior is observed, assessed, and guided by qualified staff.

Carol Cramer Brooks

Carol Cramer Brooks is a Juvenile Justice Consultant and former Chief Executive Officer of the National Partnership for Juvenile Services. Ms. Brooks has an extensive background in the juvenile justice field with over 30 years of experience providing academic instruction in youth centers and providing training and technical assistance for supervisors, administrators, trainers and educators in detention and correctional facilities nationwide. Ms. Brooks has collaborated in the development of different Memorandums of Understanding with the Department of Justice in Washington DC in efforts to develop and implement special education services and to address issues identified in federal litigations. Her other accomplishments include collaborating in several publications for the U.S. Department of Justice - Office of Juvenile and Delinquency Prevention. In California, Ms. Brooks has provided training and consulting services to Alameda County.

There are two training components contained within the contract. The first is Cognitive Behavioral Training 2.0 (CBT 2.0) which is a training for all Group Counselors, Senior and Supervising Group Counselors assigned at the Juvenile Detention Facility (JDF). CBT 2.0 provides JDF staff with a skill set that engages youth in evaluating their situation and options, delaying impulsive behaviors, and assisting in better decision making. The approach has been proven to reduce incidents within facilities and to reduce recidivism by changing the thinking and decision making process. Reduced incidents and recidivism has a positive impact financially for the County and on safety in the community. The ability for the facility to engage all youth in this approach requires that staff have a full understanding and complete training in this skill set.

The second training, Instructor Development, is training for the field staff (Probation Officers) who have taken on a training role within the organization. The Instructor Development curriculum had been provided at JDF to enhance training techniques for the in-house instructors. The Department is expanding this opportunity to trainers on the field side due to the positive outcomes derived from the training at JDF. The improved training techniques assure that training provided by Department staff is delivered in a consistent and positive manner. In addition, increasing the capacity of the in-house trainers improves the Department's ability to provide quality training and retention of the subjects being taught. Ms. Brooks will continue to provide trainer development and coaching opportunities for the members of the training team as they grow their trainer skills and develop the training function. She will work with members of the training team to develop and co-train the training programs, reinforce skills learned and address deficiencies in program implementation

FINANCIAL IMPACT:

The total cost for this contract is included in the FY2017/18 Probation Department Adopted Budget. This program is primarily funded by the Board of State and Community Corrections - Standards and Training for Corrections (STC) with minimal county general fund contribution.

ALTERNATIVES:

The Board of Supervisors could choose:

1. Not to approve the proposed contract with Carol Cramer Brooks; however, this action is not recommended because the implementation of Cognitive behavior practices have been proven to reduce recidivism and promote the well-being of detained youth.
2. Not to delegate signing authority to the County Administrator to execute the standard contract and not to Authorize the Chief of Probation or his designee to execute any amendments which are technical or administrative in nature and remain within contract amount. These actions are not recommended since it would reduce flexibility and timeliness in completing scope of work.

OTHER AGENCY INVOLVEMENT:

The County Counsel concurs with Department's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

CAROL CRAMER BROOKS, DBA JUVENILE JUSTICE ASSOCIATES

CONTRACTOR'S NAME

2. The Term of this Contract is:

October 01, 2017 – September 30, 2018

3. The maximum amount of this Contract is:

\$100,500

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on October 1, 2017.

CONTRACTOR	COUNTY OF SOLANO
CAROL CRAMER BROOKS/CONSULTANT DBA JUVENILE JUSTICE ASSOCIATES	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE DATED
<i>CC Brooks</i> 8-31-17	BIRGITTA E. CORSELLO
SIGNATURE DATED	COUNTY ADMINISTRATOR
<i>Carol Cramer Brooks</i>	TITLE
PRINTED NAME	475 UNION AVENUE
CONSULTANT	ADDRESS
TITLE	FAIRFIELD CA 94533
4824 WHITNER DR	CITY STATE ZIP CODE
ADDRESS	Approved as to Content:
WILMINGTON NC 28409	<i>[Signature]</i> 9/15/17
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE DATED
	Approved as to Form:
	<i>[Signature]</i>
	COUNTY COUNSEL DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

TASK #1: TRAINER DEVELOPMENT INITIATIVE

1. Provide phone consultation to current in-house training team (graduates of the Training for Trainers program completed in February 2017) as they continue to hone their trainer skills.
2. Provide written feedback on videotaped training presentations conducted by members of the current training team.
3. Mentor the Training Coordinator and the Program Development Supervisor as they work to advance the training function at the juvenile detention center.
4. Total compensation for phone consultations, lesson plan review, mentoring sessions, and videotape reviews shall be \$81.00/hour and shall not exceed 16 hours each month.
5. Consultant #1 will deliver the *Lesson Plan Development (ITIP) Booster Training* consisting of a 2-day on-site training for continuing professional development for the members of the current training team.

TASK #2: CBT 2.0 TRAINING

1. Prepare for and deliver 3 separate sessions of *CBT 2.0 Training* for the staff of the juvenile detention center.
2. Preparation shall consist of the following:
 - a. Identify second consultant to deliver training with this consultant.
 - b. 2-day training preparation for both consultants to develop curriculum.
 - c. Work with on-site designated point person to locate adequate training site.
 - d. Provide Solano County with the electronic files of participant materials that need to be copied at least one month prior to the scheduled training date.
 - e. Order necessary resource material needed to conduct the training.
 - f. Make all necessary flight, lodging, and local transportation arrangements.
 - g. Work with on-site designated point person to ensure that the right participants and adequate number of participants are prepared to attend the training.
 - h. Create certificates of training completion.
3. Delivery of the training shall consist of the following:
 - a. Consultants (2) arrival at the training site 90 minutes prior to the start of the training for set up.
 - b. Deliver an eight (8) hour, 5 days on-site CBT 2.0 Training.
 - c. Evening processing sessions to address daily concerns and curriculum modifications.

TASK #3: CBT BOOSTER TRAINING

1. With the assistance of the training team, Consultant will prepare for and deliver a 4-day CBT Booster Training based on the results of a CBT implementation needs assessment each quarter.
2. Preparation shall consist of the following:
 - a. Development of CBT implementation accountability checklist.
 - b. Quarterly review of results of CBT accountability checklist.
 - c. Work with designated members of the training team to develop CBT Booster training using the ITIP format based on the results of the CBT accountability checklist.
3. Delivery of the training shall consist of the following:
 - a. Co-deliver the CBT Booster training with members of the training team.
 - b. Identify members of the staff who need additional training beyond the Booster training.

- c. Provide one-on-one coaching with staff member(s) needing additional support and training.

TASK #4: TRAINER DEVELOPMENT INITIATIVE FOR PROBATION STAFF TRAINERS

1. Prepare for and deliver *Training for Trainers Program* to increase the number of qualified in-house trainers for the County.
2. Preparation shall consist of the following:
 - a. Work with on-site designated point person to locate adequate training site.
 - b. Consultant #1 shall provide all lead consultant services and work with consultant #2 as needed in the preparation process.
 - c. Provide the County with the electronic files of participant materials that need to be copied at least one month prior to the scheduled training date.
 - d. Order the necessary resource materials including the Facilitation At-A-Glance pocket resource and the LTM instrument.
 - e. Ship all necessary trainer materials.
 - f. Make all necessary flight, lodging, and local transportation arrangements.
 - g. Work with on-site designated point person to ensure that the right participants and adequate number of participants are prepared to attend the training.
 - h. Create certificates of training completion.
3. Delivery of the training shall consist of the following:
 - a. Consultants (1 and 2) arrival at the training site 90 minutes prior to the start of the training for set-up.
 - b. 4.5 days on-site for training.
 - c. Evening processing sessions to address daily concerns and curriculum modifications.
4. Follow-up coaching to continue to prepare in-house trainers to deliver the material shall consist of the following:
 - a. Phone consultation as needed.
 - b. Additional coaching opportunities available under separate contract.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

TASK #1: TRAINER DEVELOPMENT INITIATIVE

1. Provide consultant with training schedule including topics and trainers.
2. Video-tape members of the training team and send videos to the consultant for written feedback.
3. Work with consultant to schedule dates for professional development ITIP Booster training. Ensure maximum training team participation.
4. Inform consultant of ongoing training team/training developments and concerns.

TASK #2: CBT 2.0 TRAINING

1. Identify appropriate training site, preferably off-site.
2. Schedule staff into training, ensuring their availability for the entire 40 hours.
3. Prepare copies/materials for training including putting together participant's manuals, providing notebooks, markers, tape, LCD and/or projector or computer to facilitate the training.
4. Work with consultants to provide local logistics during the week of the training.

TASK #3: CBT BOOSTER TRAINING

1. With the assistance of the consultant, develop, administer, and analyze the CBT accountability checklist on a quarterly basis.
2. With the assistance of the consultant, assign appropriate training team members to develop CBT Booster trainings in the ITIP format based on the results of the CBT accountability checklist.
3. With the assistance of the consultant, assign members of the training team to co-train the CBT Booster trainings.

4. Provide one-on-one CBT coaching as required by staff members to effectively implement CBT programming.

TASK #4: TRAINER DEVELOPMENT INITIATIVE FOR PROBATION STAFF TRAINERS

1. Identify appropriate training site, preferably off-site.
2. Schedule staff into training, ensuring their availability for the entire 36 hours.
3. Prepare copies/materials for training including putting together participant's manuals, providing notebooks, markers, tape, LCD and/or projector or computer to facilitate the training.
4. Work with consultants to provide local logistics during the week of the training.

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum contract amount **shall be based on actual costs, not to exceed \$100,500.** Compensation shall include payment for services rendered in accordance with Exhibit A, payable upon event completion plus reasonable actual and per diem travel expenses (e.g., airfare, lodging, car rental, and meals), and other actual expenses (e.g. training materials).

The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County will only reimburse Contractor for travel and other expenses based on actual costs not budgeted amounts.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor upon event completion in arrears for fees, travel, and other expenses incurred, up to the maximum amount provide for in section 1 above. Invoice shall contain the minimum information reflected in the sample invoice for claims in Attachment B-2 and contractor shall submit invoice within 30 days of training completion and with terms of Net 30 to ensure timely payment and that County expenditures are recorded in the proper period. Contractor shall provide County with adequate documentation to support invoice, including but not limited to, training completion letter signed by the Probation Department's training coordinator or designee.

3. PROJECT BUDGET

Contractor's budget for the training has been accepted by the County. The budget is incorporated by this reference as Attachment B-1.

Training and Technical Assistance Budget Schedule

TASK#	TASK TITLE	DESCRIPTION	CONSULTANT DAILY/HOURLY RATE/TRAVEL COSTS	ADMINISTRATIVE COST	MAXIMUM NUMBER OF DAYS/HOURS NEEDED	TOTAL COST
Task #1	a) Trainer Development Initiative – Existing Training Team - Consultation - 2 days (16 hrs)/month. b) (ITIP)Booster Training - 2 days on-site.	a) Lesson plan development, phone consultation with training team members, reviewing and providing feedback on videotaped training presentations, b) Booster Training for training team	\$81	0.1	208	\$18,590
Task #1	(ITIP) Booster Training	Travel & Participant Materials*	\$1,658	0.1	1	\$1,824
Task #2	CBT 2.0 Training -	Consultant #1 and #2 - (40 hour on-site training and 2 days preparation) - will need to deliver this training 3 times to accommodate the schedules of all staff	\$650	0.1	42	\$30,030
Task #2	CBT 2.0 Training	Travel & Participant Materials:	\$4,004	0.1	3	\$13,213
		Air fare (2 consultants) \$1,800				
		Lodging (6 nights - 2 consultants) \$1,092				
		Meals \$612				
		Materials (20 participants @ \$25) \$500				
Task #3	CBT Booster Trainings. <i>CBT 4-day Training and technical assistance, TA provider to meet with staff quarterly to assist with the implementation of CBT program and to help existing training team provide Booster training. This would require 4 trips to Solano County.</i>	Consultant	\$650	0.1	16	\$11,440
Task #3	CBT Booster Trainings.	Travel & Participant Materials*	\$1,610	0.1	4	\$7,084
Task #4	T4T Program. (4.5 days of training) for Probation Staff	Consultant	\$650	0.1	12	\$8,580
Task #4	T4T Program.	Travel & Participant Materials*	\$4,427	0.1	2	\$9,739
		Air fare (2 consultants) \$1,800				
		Lodging (5 nights - 2 consultants) \$910				
		Meals 5 days (2 trainers) \$510				
		Training Materials \$1,207				
					TOTAL COST	\$100,500

* JJA Administrative Cost = 10%

** Travel costs based on 2017 Federal per diem rates for Solano County

Company Logo			INVOICE	
Contracted Services to Solano County, rendered on XXXXX				
BILL TO: Solano County Probation Attn: Dean Farrah/Superintendent 740 Beck Avenue Fairfield, CA 94533			REMIT PAYMENT TO:	
Contract No.	Invoice Date	Invoice No.	Terms	Due Date
			Net 30	
Description				Amount
Training				\$
Training Materials				\$
Travel Expense				\$
Phone Consultation/Mentor Coaching				\$
Administrative Fee				\$
Comments:				
Attachment: <input type="checkbox"/> Detailed Schedule of Costs			BALANCE DUE	\$

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit.
- (2) Professional Liability: **\$1,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under

this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including

separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the

withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment

provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #: 14 **Status:** Consent Calendar
Type: Resolution-Honorary **Department:** Department of Child Support Services
File #: 17-674 **Contact:** Pam Posehn, 784-3606
Agenda date: 9/26/2017 **Final action:**
Title: Adopt a resolution and plaque of appreciation honoring Barbara Richards, Supervising Child Support Attorney, upon her retirement from the Department of Child Support Services with over 27 years of dedicated public service to Solano County
Governing body: Board of Supervisors
District: All
Attachments: [A - Resolution](#)

Date	Ver.	Action By	Action	Result
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Published Notice Required? Yes No
Public Hearing Required? Yes No

DEPARTMENTAL RECOMMENDATION:

The Department of Child Support Services recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Barbara Richards, Supervising Child Support Attorney, upon her retirement from the Department of Child Support Services with over 27 years of dedicated public service to Solano County.

SUMMARY:

Barbara Richards began her career with Solano County on August 13, 1990 as a Deputy District Attorney with the District Attorney/Family Support Division, which later became the Department of Child Support Services. Barbara was promoted to Deputy District Attorney V on April 29, 1997 and later reclassified to Supervising Child Support Attorney where she remained until her retirement.

Barbara was responsible for interpreting and applying child support laws and regulations, developing legal procedures for the Department and providing legal training to staff. She developed and maintained an excellent relationship with the Superior Court of California, Solano County working in partnership to develop and implement operational efficiencies.

Barbara was an active participant in various statewide networks of child support professionals and was instrumental on the Change Management Team, working diligently to identify differences between CASES and CSE and developing procedural changes to ensure a smooth transition to the statewide case management system.

Barbara assisted in bringing the Department to the forefront of technology by assisting in the implementation of the electronic submission of legal documents for filing with the Courts as well as service of process.

Barbara was a valuable member of the Departments Management Team, providing input in operational decisions. She consistently demonstrated professionalism and dedication to the children and families of

Solano County.

FINANCIAL IMPACT:

The cost of providing the plaque is included in the County's FY2017/18 Adopted Budget. There is no additional impact to the General Fund.

ALTERNATIVES:

The Board could choose to not adopt the resolution. This is not recommended because this is an opportunity to recognize Barbara's dedication and service to Solano County.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office has reviewed this item and concurs with the Department's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No.2017-_____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
HONORING BARBARA RICHARDS, SUPERVISING CHILD SUPPORT ATTORNEY,
UPON HER RETIREMENT FROM THE SOLANO COUNTY DEPARTMENT
OF CHILD SUPPORT SERVICES WITH OVER 27 YEARS OF DEDICATED PUBLIC SERVICE**

WHEREAS, Barbara Richards began her career with Solano County on August 13, 1990 as a Deputy District Attorney with the District Attorney/Family Support Division, which later became the Department of Child Support Services; and

WHEREAS, Barbara Richards was promoted to Deputy District Attorney V on April 29, 1997 and later reclassified to Supervising Child Support Attorney where she remained until her retirement; and

WHEREAS, Barbara Richards was responsible for interpreting and applying child support laws and regulations, developing legal procedures for the Department and providing legal training to staff; and

WHEREAS, Barbara Richards developed and maintained an excellent relationship with the Superior Court of California, Solano County working in partnership to develop and implement operational efficiencies; and

WHEREAS, Barbara Richards was an active participant in various statewide networks of child support professionals; and

WHEREAS, Barbara Richards was instrumental on the Change Management Team, working diligently to identify differences between Computer Assisted Support Enforcement System (CASES) and Child Support Enforcement (CSE) and developing procedural changes to ensure a smooth transition to the statewide case management system; and

WHEREAS, Barbara Richards assisted in bringing the Department to the forefront of technology by assisting in the implementation of the electronic submission of legal documents for filing with the Courts as well as service of process; and

WHEREAS, Barbara Richards was a valuable member of the Departments Management Team, providing input in operational decisions; and

WHEREAS, Barbara Richards consistently demonstrated professionalism and dedication to the children and families of Solano County.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors hereby honors Barbara Richards for her years of dedicated service to the citizens of Solano County and wishes her success in her future endeavors and a long, happy, and well-deserved retirement.

Dated this 26th day of September, 2017

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

future if needed for road purposes. This is not recommended, since dedications for road purposes are a requirement of County policies contained in Chapter 26 of the Solano County Code that are intended to mitigate the impact of new development on the County road system, and this dedication is a requirement of the subdivision.

OTHER AGENCY INVOLVEMENT:

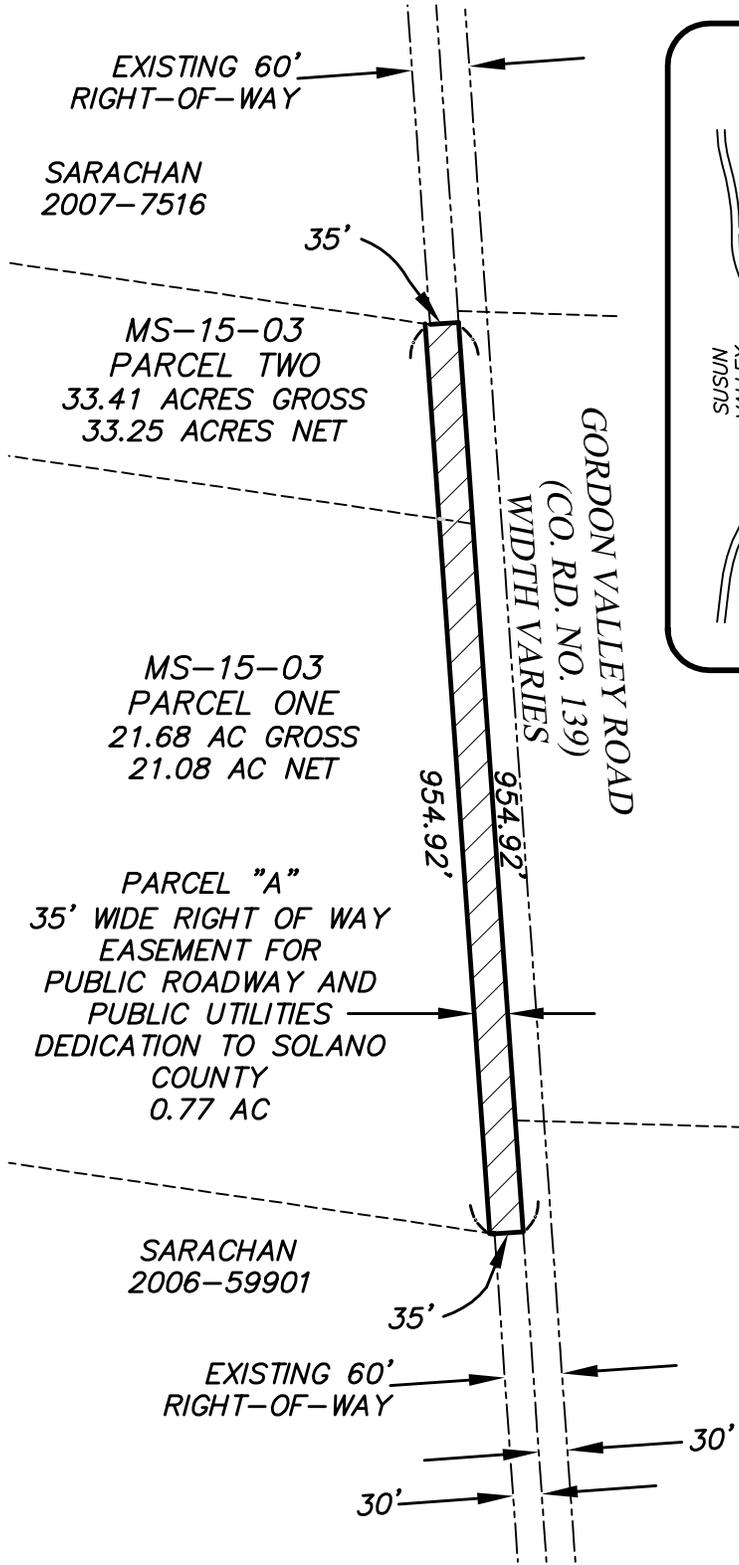
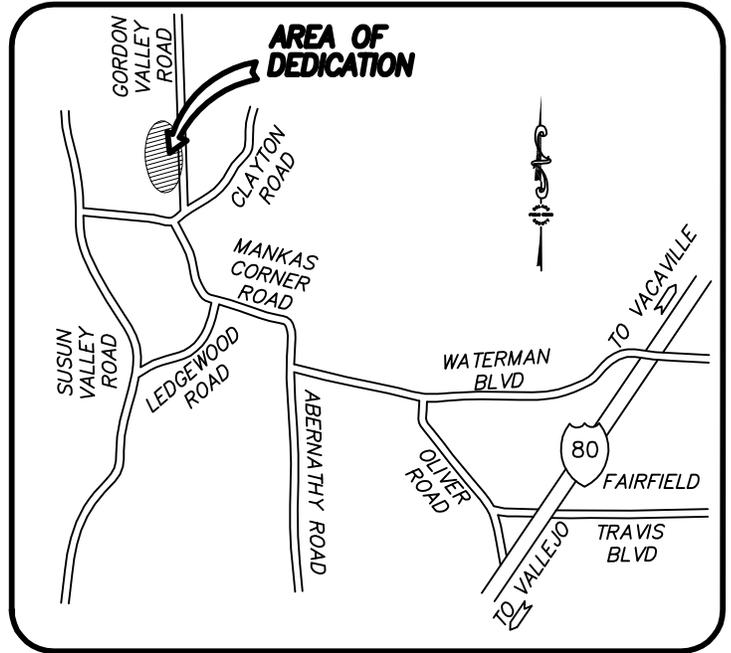
County Counsel has reviewed and approved this item as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

VICINITY MAP

NOT TO SCALE



SCALE: 1"=100'

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- RIGHT OF WAY DEDICATION

SOLANO COUNTY
 DEPARTMENT OF RESOURCE MANAGEMENT
 PUBLIC WORKS ENGINEERING
 675 TEXAS STREET, SUITE 5500
 FAIRFIELD, CA 94533-6341
 TEL: (707) 784-6060 FAX: (707) 784-2894

MS-15-03 ALTA TRUST PARCEL MAP
 35' WIDE RIGHT OF WAY EASEMENT FOR
 PUBLIC ROADWAY AND PUBLIC UTILITIES
 ALONG GORDON VALLEY ROAD
 COUNTY OF SOLANO

SEPTEMBER
 2017
 PAGE 1 OF 1

RESOLUTION NO. 2017 - _____

RESOLUTION ACCEPTING THE DEDICATION OF 0.77 ACRES OF RIGHT OF WAY EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITY PURPOSES ON GORDON VALLEY ROAD FOR MINOR SUBDIVISION MS-15-03 (ALTA TRUST)

Whereas, as a condition of approval of Minor Subdivision MS-15-03 the Developer (Alta Trust) was required to dedicate right of way on Gordon Valley Road (Co. Rd. No. 139); and

Whereas, the Developer will record the Parcel Map with an offer of dedication to the County of Solano for additional right of way along the westerly side of Gordon Valley Road.

Resolved, the Solano County Board of Supervisors, in accordance with Chapter 26 of the Solano County Code, accepts the dedication of property for public roadway and public utility purposes along Gordon Valley Road for Minor Subdivision MS-15-03.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 26, 2017 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

these improvements. The \$52,100 in emergency storm response extra work was also paid from the General Fund that was budgeted for storm damage repairs. The total contract cost is \$396,027.

ALTERNATIVES:

The Board could choose to not approve the Notice of Completion for Project. This is not recommended, since it would delay the final payment to the contractor and all construction work has been completed.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this item as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**Recorded at request of the
COUNTY OF SOLANO**

When recorded return to:
Department of Resource Management
Public Works Engineering
675 Texas Street, Suite 5500
Fairfield, CA 94533

NOTICE OF COMPLETION
(Civil Code § 3093)

NOTICE IS GIVEN THAT:

1. The County of Solano owns in fee, or has an interest in as designated below, that certain real property situated in the County of Solano, State of California, and described as follows:

2543 Cordelia Road, Fairfield, Ca

2. The County of Solano did on the **10th of November, 2016**, enter into a contract for the construction of the **driveway at 2543 Cordelia Road** with **Lamon Construction Company, Inc.** ("Contractor") upon the real property described above, the contract having been filed in the Office of the Solano County Recorder, State of California, on the **18th of November, 2016** as **Instrument No. 201600104689**.
3. The work of improvement, as a whole, was completed by the Contractor on the **26th of September, 2017**, the Board of Supervisors of Solano County having made and entered this resolution accepting the contract on that date.
4. The name and address of the owner of the property is **County of Solano, 675 Texas Street, Suite 5500, Fairfield, CA 94533** and the nature of the title to the property is **FEE**.

State of California}
County of Solano}

The undersigned, John M. Vasquez, being duly sworn says: that he is the Chair of the Solano County Board of Supervisors; that he is the person signing the above document; and that he swears under penalty of perjury that he has read the same, knows the contents thereof, and that the facts stated above are true.

By _____
JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

Attested:

By _____ Date _____
Jeanette Neiger, Chief Deputy Clerk
Solano County Board of Supervisors

FINANCIAL IMPACT:

All project work is being paid by CDFW. All staff work by the Department is being paid through encroachment permit fees paid by CDFW. There is potential for some minor long term costs to the Road Fund for signage or striping changes to the bike lanes constructed by the Project, as well as roadway flood reporting to BCDC. There is no impact General Fund.

DISCUSSION:

Over 10 years ago, the California Department of Fish and Wildlife (CDFW) approached the Department of Resource Management to discuss and consider a project to raise a portion of Grizzly Island Road. At that time, CDFW had no funding for construction of the Project. In 2014, Governor Brown issued an Executive Order which provided the Hill Slough Project, as well as others, with exemption from the California Environmental Quality Act. The Project also received funding in the State budget for construction, which allowed CDFW to begin federal environmental clearance and design for the Project. In general, the whole Project includes (see Site Map):

- 1) Restoration of 640 acres of tidal wetlands;
- 2) Enhancement of 192 acres of managed wetlands;
- 3) Improvement of Grizzly Island Road, from the Suisun City limit to 1.6 miles south, by raising, widening, and realigning the roadway; and
- 4) Enhancement and creation of public trails and bicycle lanes at Hill Slough Wildlife Area in Suisun Marsh.

While the Executive Order grants CDFW special privileges/exemptions to accelerate the Project, CDFW has partnered with the Department to obtain design comments for the Grizzly Island Road improvements. The Department has asked CDFW to include bike lanes in accordance with the Countywide Bike Plan, widen the lanes and shoulders to the County road standard, realign the first tight curve to a standard dimension, and construct an enhanced pavement section in consideration of the softer soils in the area. The Department also asked CDFW to obtain an encroachment permit with a deposit fee to cover staff costs related to design review and construction oversight of the road work. CDFW has accommodated the Department's requests, and offered to dedicate right of way, up to 1 acre, to accommodate the realignment of the roadway curve.

While the Project is CEQA exempt, it must still comply with the Suisun Marsh Preservation Act and obtain a permit through BCDC. BCDC requires all jurisdictions within the permitted activity to be co-permittees. On September 7, 2017, BCDC established the conditions of the permit (attached). The primary conditions of the permit specify the various mitigations and requirements for CDFW to manage the project and property. The offsite public access trails will be maintained by CDFW.

However, specific conditions in the permit will require Solano County to maintain the new roadway improvements, review the new bike lane use after construction, and report to BCDC any tidal flooding on the roadway which exceeds 2 weeks. The Department already maintains all public roads in accordance with the Streets and Highways code. Parking in the bike lanes or any other issues related to the safe use of the bike lanes will be reviewed and addressed by the Department. BCDC's flooding concerns for the roadway are related to the potential of sea level rise over the next 50-100 years. The Project raises the lowest elevations of Grizzly Island Road approximately 4 feet, and thus significantly delays the potential for sea level rise flooding on the roadway. The Department views any long term minor costs related to the permit conditions as favorable considering the general benefits of raising, widening, and realigning Grizzly Island Road.

Execution of the permit will allow CDFW to complete the design and environmental work. CDFW is planning construction to start in 2018 and completion by 2022.

ALTERNATIVES:

The Board of Supervisors may choose not to authorize execution of the BCDC permit, nor authorize acceptance of additional right of way from CDFW. This is not recommended as the project will improve the existing elevation and alignment of Grizzly Island Road, bringing it up to the County road standard, as well as enhance public access to the area.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this item as to form. The Suisun Resource Conservation District has reviewed this permit/project and has issued a letter of support.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Hill Slough Tidal Restoration Project



Legend

- Trail
- Transmission Towers
- Transmission Line
- Internal Levee Breach
- External Levee Breach
- High Marsh Habitat Berm
- New Access Berm
- External Levee Lower
- Internal Levee Lower
- Road Improvement
- Habitat Transition Berm
- Project Boundary

San Francisco Bay Conservation and Development Commission

455 Golden Gate Avenue, Suite 10600, San Francisco, California 94102 tel 415 352 3600 fax 415 352 3606

September 1, 2017

TO: Commissioners and Alternates

FROM: Lawrence J. Goldzband, Executive Director (415/352-3653, lgoldzband@bcdc.ca.gov)
Pascale Soumoy, Coastal Program Analyst (415/352-3669, Pascale.soumoy@bcdc.ca.gov)

SUBJECT: **Staff Recommendation for the California Department of Fish and Wildlife's and Solano County Resources Management Department's Hill Slough Wildlife Area Tidal Restoration Project, BCDC Permit No. 2017.003.00md**
(For Commission consideration on September 7, 2017)

Recommendation Summary

The staff recommends approval of BCDC Permit No. 2017.003.00md, to the California Department of Fish and Wildlife and the Solano County Resources Management Department for the Hill Slough Wildlife Area Tidal Restoration Project which, as conditioned, will authorize the following activities:

1. Restore 640 acres of tidal wetlands;
2. Enhance 192 acres of managed wetlands;
3. Improve Grizzly Island Road by raising and widening the roadway; and
4. Enhance and create public trails and bicycle lanes at Hill Slough Wildlife Area in Suisun Marsh.

Staff Recommendation

The staff recommends that the Commission adopt the following resolution:

I. Authorization

- A. **California Department of Fish and Wildlife:** Subject to the conditions stated below, the co-permittees, the California Department of Fish and Wildlife (CDFW) are authorized to conduct the following activities in the Hill Slough Wildlife Area and Grizzly Island Road, in the San Francisco Bay Conservation and Development Commission's (Commission) Primary Management Area of Suisun Marsh, Solano County as follows:

In the Suisun Marsh Primary Management Area:**Phase 1: Site Preparation**

1. Establish a temporary 300-foot by 175-foot, fenced construction staging area in the northern section of Pond 1, along the western side of Grizzly Island Road;
2. Establish a temporary 200-foot by 220-foot (approximate) contractor staging area in the existing maintenance parking area in Pond 4A;
3. Breach or lower approximately 5,000 feet of five existing interior levees to 6.35 feet NAVD88 and use the excavated soil as fill for the road and transitional ecotone habitat construction within the project site;
4. In Pond 1, lower and contour a 10.3-acre area to 4 feet NAVD88 to create improved wetland habitat and place excavated soils to the maximum elevation of 10 feet NAVD88 with 10:1 slope along the interior side of the Whispering Bay levee to strengthen it and provide transitional habitat;
5. Place excavated soils to create transitional habitat along edges of internal breaches;
6. Construct a temporary one-mile long, two-lane road along the western side of Grizzly Island Road using approximately 2,122 cy of imported aggregate, 2,200 cy of recycled on-site road material. Once constructed, shift traffic to temporary road;
7. Raise and widen Grizzly Island Road to elevation 10 NAVD88 and 38 feet wide, with side slopes ranging from 10:1 on the west side and from 3:1 to 6:1 on the road's east side. Add 1.5 feet of surcharge soils, using approximately 31,510 cy of excavated on-site soils, 23,601 cy of imported soils and 3,971 cy of aggregate;
8. In Pond 2, construct an approximately 750-foot long by 20-foot wide utility maintenance access road to elevation 8 feet NAVD88 between Grizzly Island Road and the two PG&E transmission towers to the west of the road; a 500-foot long by 20-foot wide earthen berm to elevation 7 feet NAVD88, extending from the maintenance access road westward; and an earthen buttress berm to 8 feet NAVD88 surrounding the footings of the third westernmost tower at the Suisun Slough levee;

Phase 2: Road Completion and Site Restoration

9. Remove surcharge soils from Grizzly Island Road and temporary roadway, and reuse soil in the road's side slope construction;
10. Surface Grizzly Island Road with approximately 3,503 cy of asphalt and concrete to create two 12-foot wide, opposing traffic lanes, two 4-foot wide Class II bicycle lanes, stripe the road way, and install two 3-foot wide gravel shoulders;
11. Install approximately 287.5 linear feet of guardrail along the outside curve at the southern end of the improved section of Grizzly Island Road;

12. Remove 13 culverts, replace one culvert in-kind, replace four culverts with flap gates (two between Ponds 4 and 5; one between Pond 4 and 4A; and one between McCoy Creek and Pond 4); and cap and abandon one culvert in place;
 13. Excavate approximately 60,000 square foot “pothole” to 2.4 feet NAVD88, and a 2,000 foot long swale to elevation 2.3 to 2.5 feet NAVD88 in Pond 4;
 14. Grade existing ditches in Ponds 2, 3, and 4 to reduce mosquito breeding habitat;
 15. In Ponds 4 and 4A, construct a 10-foot wide, 0.54-mile-long trail to elevation 7 feet NAVD88, parallel to Grizzly Island Road, including a .23-mile segment connecting to the Pond 4 loop trail and a .31-mile segment to the at-grade pedestrian crossing on Grizzly Island Road;
 16. Re-using approximately 31,000 cy of on-site soil to raise the existing Pond 4 interior south levee to elevation 9.3 feet NAVD88, to construct a 10-foot wide, 1.76-mile long loop trail around Pond 4, and surface it with compacted aggregate base rock;
 17. Place two new interpretive signs, at least one waste container, and a bench along the new public access connecting and loop trails in the eastern side of the site; and
 18. Create 640 acres of tidal wetland habitat by breaching or lowering to 6.35 feet NAVD88 the site’s exterior levees at eight locations along Suisun Slough, Hill Slough, and McCoy Creek exposing Ponds 1, 2, 3, 5, 6 and 7 to tidal action.
- B. **Solano County Resources Management Department:** Subject to the conditions stated below, the Solano County Resources Management Department (Solano County) is authorized to conduct road and bicycle lane maintenance of the improved one-mile stretch of Grizzly Island Road in the Commission’s Primary Management Area of Suisun Marsh, Solano County as follows:
1. Conduct routine maintenance, repair and management of the roadway, bicycle lanes, shoulders and side slope, including surface and shoulder repair, striping, signage, safety barriers for automobile and bicycle traffic, vegetation management, and debris removal along edges of road with disposal of debris outside the Commission’s jurisdiction; and
 2. Install and use temporary pumping equipment during flood events and road inundation.
- C. **In-Kind Repairs and Maintenance.** CDFW and Solano County’s repair and maintenance work shall be confined to existing structural footprints, shall consist of in-kind repairs and replacement only, and shall not result in the enlargement of the existing levees, trails or roadway. Any in-kind repairs and maintenance of all areas shall only use construction material that is approved for use in San Francisco Bay. Construction shall

only occur during current approved months during the year to avoid potential impacts to fish and wildlife. Commission staff should be contacted to confirm current restrictions.

- D. **Basis of Permit.** This authority is generally pursuant to and limited by your application dated February 1, 2017, including all accompanying and subsequently submitted correspondence and exhibits, subject to the modifications required by conditions hereto.
- E. **Deadlines for Commencing and Completing Authorized Work.** Activities authorized in this permit must commence prior to September 1, 2018, or this permit will lapse and become null and void. All work authorized must be diligently pursued to completion and must be completed within four years of commencement or by December 1, 2022, whichever is earlier, unless an extension of time is granted by amendment of the permit.
- F. **Project Summary.** The proposed project will result in the restoration and transition of 640 acres of managed wetlands into tidal marsh, including 53 acres of transitional habitat: and 192 acres of enhanced managed seasonal wetlands and upland habitat. Restoration of the managed wetlands to tidal marsh will include: site contouring, levee lowering and the construction of sloped transition habitat berms throughout the site, resulting in mid to high marsh habitat. The enhancement of managed wetlands will include: site contouring and the construction of swales, a “pothole” (seasonal pond). Additional necessary construction activities include construction of protective berms around transmission towers, a maintenance access road on a berm between two towers, and an extension of the access berm into the tidal marsh to prevent boaters from entering an area with low hanging transmission wires.

The project will also result in the improvement of a one-mile section of Grizzly Island Road that bisects the wildlife area, raising the road’s elevation to 10 feet NAVD88, widening the traffic lanes, adding two bicycle lanes, and gravel shoulders. Two temporary traffic lanes will be constructed adjacent to the road for use during the two-year road improvement activities.

The public access provided with the project includes the construction of nearly 2 miles of new trails, new interpretive signs, seating along the loop trail, and two new bicycle lanes on Grizzly Island Road.

In total, the project will result in the excavation of approximately 126,000 cy of soils and site features over an 80-acre area and the placement of approximately 138,000 cy of fill, the majority of it being the excavated soil from the site. The excavated soils will be used to build the temporary road, raise Grizzly Island road, build the habitat and access berms, and the public trails. Following site and road construction, sections of the existing exterior levees will be breached in eight locations, opening the site to Suisun Slough, Hill Slough and McCoy Creek, restoring daily tidal action to the site.

II. Special Conditions

The authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

A. Specific Plans and Plan Review

1. **Construction Document(s).** The improvements authorized herein shall be built generally in conformance with the following documents:
 - a. *Project Plans for the Construction of Grizzly Island Road* prepared by Quincy Engineering, dated March 1, 2017; and
 - b. *Hill Slough Tidal Restoration* prepared by Ducks Unlimited, dated March 2, 2017.

The permittee(s) is responsible for assuring that all construction documents accurately and fully reflect the terms and conditions of these plans and any legal instruments submitted pursuant to this authorization. No substantial changes shall be made to these plans without prior review and written approval by or on behalf of the Commission through plan review or a permit amendment.

2. **Construction Schedule.** Permittee shall provide a schedule indicating when excavation, fill and/or grading, and road construction will occur and the time allocated for the road surcharging and habitat feature stabilization before the road raising is completed, levees are breached and the site is exposed to tidal flows and the paths and bike lanes open to the public.
3. **Preliminary and Final Plan Review for Bench, Signage and Waste Containers.** No work on the public access bench, waste container(s) and the interpretive signs authorized herein shall commence until final designs and plans have been submitted, reviewed, and approved in writing by or on behalf of the Commission. Specific drawings and information required in such plans shall be discussed and determined in coordination with Commission staff prior to submittal. To save time, preliminary drawings should be submitted and reviewed prior to submittal of final drawings.
4. **Plan Approval.** Plan approval or disapproval shall be based upon: (a) completeness and accuracy of the plans in showing features authorized herein; (b) consistency of the plans with the terms and conditions of this authorization; (c) the preparation of the plans by professionals and their official stamp or certification of approval; (d) assurance that appropriate provisions have been incorporated for safety in case of a seismic or flooding event; (e) assurance that all public access improvements authorized or required herein are reflected; (f) assuring that appropriate designs and materials have been used to render the public access resilient to overtopping, flooding, and 100-year storm events; and (g) assuring that existing public access will not be impeded during construction to the maximum extent feasible.

5. **Discrepancies between Approved Plans and Special Conditions.** In case of any discrepancy between final approved plans and special conditions of this authorization, the special condition shall prevail. The permittees are responsible for assuring that all plans accurately and fully reflect the special conditions of this authorization.
- B. **Public Access.** The CDFW (trails) and Solano County (bicycle lanes) shall provide and maintain the authorized public access improvements as a condition of this permit as described herein.
1. **Total Area.** The public access provided by this project shall total approximately 21,500 linear feet, totaling 3.45 acres, consisting of, but not limited to, two trails, two bicycle lanes on Grizzly Island Road (maintained by Solano County), one bench, interpretive and wayfinding signage. Prior to installation, the public access features shall be subject to final plan review approval pursuant to Special Condition II-A of this permit.
 2. **Areas and Improvements.** CDFW shall construct and make available to the public for public access uses, including walking, running, biking, sitting, viewing, picnicking and related purposes, the following public access areas and improvements, as generally shown on Exhibit B:
 - a. Atop the improved Pond 4 levee, an all season, 1.76-mile, 10-foot wide aggregate base loop trail;
 - b. Parallel to Grizzly Island Road (in Pond 4A), a 0.31-mile long, 10-foot wide aggregate base trail;
 - c. A connection of the Pond 4A trail to Grizzly Island Regional Trail system via an at-grade pedestrian crossing on Grizzly Island Road;
 - d. Two dedicated, 4-foot wide Class II bicycle lanes along the one-mile section of improved Grizzly Island Road, including striping and signage, to be made available and maintained by Solano County;
 - e. Placement of one bench along loop trail for viewing and resting;
 - f. Interpretive and wayfinding signage, currently proposed at the public access trail's at-grade pedestrian crossing of Grizzly Island Road, focusing mainly on the views of the eastern side of the project site, and a description and map of the loop trail; and
 - g. Placement of a minimum of one waste container in the vicinity of the public access trails.
 3. **Bike Lane Monitoring.** In the first year after the road is opened for use, Solano County shall monitor the Class II bike lanes use for safety and vehicular encroachment. Within six months of completion of monitoring, Solano County shall provide their findings and an analysis of any needed improvements to Commission staff for consideration. If Solano County determines that the current bike lane

configuration is blocked by motor vehicles or is otherwise unsafe, then remedial measures shall be undertaken to improve safety and reduce the encroachment of motor vehicles in the bicycle lanes.

4. **Public Access During Construction.** During construction, impacts to existing public access areas shall be minimized. All work areas shall be appropriately screened and fenced and any on-land construction equipment shall be operated in a manner to ensure that impacts to public access areas are minimized. CDFW shall place appropriate signage on either side of construction areas, as needed, to alert the public of the work, advising caution and potential delays, indicating when public access areas may be closed, cleared, and re-opened, and indicating the location of alternative routes around the construction. The CDFW shall provide alternative routes around construction zones and ensure that appropriate signage and personnel are on-site to re-route the public around any portion of the public access areas that may be closed during construction activities.
5. **Maintenance.** The areas and improvements within the (3.45 acres) public access area described above shall be permanently maintained by and at the expense of the co-permittees or their assignees. The CDFW is required to maintain the public access trails and amenities, and Solano County is responsible for maintain the bicycle lanes, road and shoulders.

Such maintenance shall include, but is not limited to: repairs to all path surfaces; repairs or replacement as needed of any public access amenities such as signs and benches; periodic cleanup of litter and other materials deposited within the access areas; vegetation trimming and removal of any encroachments into the access areas; assurance that the public access signs remain in place and visible; and repairs to any public access areas or improvements that are damaged by future subsidence or uneven settlement, or flooding. Should sea level rise cause inundation and the inability for the public access features to be accessible, CDFW will assess the redesigning of public access features to protect and ensure the usability of the public access areas and improvements. The assessment would include raising the trails in place, in-kind trails in alternate locations or out-of-kind public access features on- or off-site.

Within 30 days of notification by Commission staff, the permittees shall correct any maintenance deficiency noted, to the extent feasible. The permittees shall obtain approval by or on behalf of the Commission of any activities that result in more than in-kind repair and replacement.

6. **Reasonable Rules and Restrictions.** The permittees may impose reasonable rules and restrictions for the use of the public access areas to correct particular problems that may arise. Rules may include restricting hours of use and delineating appropriate behavior. Prior to implementing such limitations, rules, and restrictions the permittees shall provide a description and substantiation of the specific problem being addressed, and the proposed limitations, rules and restrictions to the

Commission staff for review and approval by or on behalf of the Commission. The Commission staff shall review the proposal to determine whether or not the proposal will significantly affect the public nature of the area, unduly interfere with reasonable public use of the public access areas, and would tend to correct the identified problem.

7. **Assignment.** The permittees shall transfer maintenance responsibility to a public agency or another party acceptable to the Commission at such time as the property transfers to a new party in interest but only provided that the transferee agrees in writing, acceptable to counsel for the Commission, to be bound by all terms and conditions of this permit.

C. **Site Construction and Minimization Measures.**

1. **Construction Operations and Staging.** Staging areas for demolition and construction shall be located within the designated areas shown on the plan titled, "*Project Plans for the Construction of Grizzly Island Road,*" prepared by Quincy Engineering, dated March 1, 2017 and "*Hill Slough Tidal Restoration*" project plans prepared by Ducks Unlimited, dated March 2, 2017. The permittees shall use all excavated soils to construct sloped transitional habitat berms, utility access berms, side-slopes of the improved Grizzly Island Road, and to shape the other project features including stabilizing and raising the existing levees, swales, and "pothole" as appropriate per engineering requirements. Excavated soil may be temporarily stockpiled within the construction area, per the construction plans provided that when not in active construction, the soil piles are covered with appropriate material to assure that they do not blow, wash or erode into the surrounding marsh, or waterways.
2. **Storm Water Pollution Prevention Plan.** Prior to and during construction, CDFW shall implement the Storm Water Pollution Prevention Plan (SWPPP) dated April 3, 2017 to prevent the transport of sediments and/or construction contaminants from the staging areas into the surrounding areas. CDFW shall employ erosion control measures and best management practices regarding storage of fuels and equipment maintenance, and shall include preparation for control and cleanup of potential spills.
3. **Vegetation Protection.** Prior to commencing construction, CDFW shall perform pre-construction surveys for special status plant species, and if found, shall transfer identified species into appropriate holding facilities, until such time that they can be replanted at appropriate locations within the project site. Further, common marsh vegetation shall be salvaged as feasible during construction and used to revegetate disturbed areas once construction is complete. The work authorized by this permit shall be performed in a manner that will minimized driving in marsh areas, prevent, avoid, or minimize to the extent possible any significant adverse impact on any existing native vegetation outside of the construction zone.

4. **Breaching Exterior Levees.** The lowering or breaching of the exterior levees shall be conducted at low tide to prevent sediments from entering the adjacent sloughs and to minimize any turbidity resulting from the activity as well as impacts to listed species;
 5. **Debris Management and Removal.** All construction operations shall be performed to prevent construction materials from falling, washing or blowing into the Bay or drifting and becoming a navigation or pollution hazard. In the event that such material escapes or is placed in an area subject to tidal action of the Bay, the permittees shall immediately retrieve and remove such material at its expense. All construction debris shall be removed to an authorized location outside the Commission's jurisdiction. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittees, its assignee, or successor in interest, or the owners of the improvements, shall remove such material, at their expense, within ten days after it has been notified by the Executive Director of such placement.
- D. **Protection of Special-Status Fish and Wildlife.** The co-permittees shall take all precautions to avoid adverse impacts to special-status species such as the Delta smelt, Ridgway's rail, salt marsh harvest mouse, and the California least tern and their associated habitats. The co-permittees shall implement the best management practices contained in the *Suisun Marsh Habitat Management, Preservation and Restoration Plan* (Suisun Marsh Habitat Restoration Plan), conservation measures included in the programmatic Biological Opinion for the Suisun Marsh Habitat Management, Preservation and Restoration Plan (2013) and the project specific measures described in the U.S. Fish and Wildlife Service's (USFWS) Biological Opinion for Hill Slough Tidal Restoration Project (June 23, 2017) to ensure that impacts to special-status species are minimized. Such measures include:
- A pre-construction survey shall be conducted for Ridgeway's rail and least tern by a USFWS approved biologist. For Ridgeway's rail the survey shall follow the USFWS' *2015 California Clapper Rail Survey Protocol*.
1. **Delta Smelt.** To minimize the effects on delta smelt, all in-water activities such as levee lowering and breaching shall occur during the Suisun Marsh Delta smelt in-water work window between September 1st and November 30th of any year. Further, when feasible, in-water work shall occur during periods when water temperature is greater than 15 degrees Celsius when adult delta smelt are less likely to be present in shallow water habitat.
 2. **Ridgway's Rail.** If pre-construction surveys of the site conclude that Ridgeway's rail is not present, construction can occur during species breeding season (February 1st through August 31st). However, if Ridgeway's rail are present in the immediate construction area, the following measures shall be applied:
 - a. No activities will occur within 200 to 700 feet of rail calling center (described in the protocol), during breeding season, depending on site characteristics;

- b. No activity shall occur within two hours before or after an extreme high tide (6.5 feet or greater) in or adjacent to Ridgeway rail habitat; and
 - c. Prior to conducting post-breach monitoring and management activities CDFW shall conduct a protocol level survey during breeding season in areas within or adjacent to breeding habitat.
3. **Salt Marsh Harvest Mouse.** Prior to construction and immediately following a high tide, a temporary exclusion fence shall be installed 1 to 20 feet outside the work boundaries and adjacent to marsh habitat to prevent the salt marsh harvest mouse from entering the construction zone. Under the supervision of the USFWS approved biologist, CDFW shall remove pickleweed and other salt marsh vegetation from the construction zones, including a 15-foot buffer area, to eliminate potential habitat and to aid in visually locating any salt marsh harvest mouse.

Within one month prior to breaching the site, pickleweed and other marsh vegetation shall be removed from the levee breach locations. CDFW will promote passive relocation of salt marsh harvest mouse by opening culverts to slowly flood Ponds 1 and 2 allowing mice to move to upland refugia.

If, despite best efforts to exclude salt marsh harvest mice from the site, salt marsh harvest mice are discovered, construction in its immediate vicinity shall halt until the mouse has been allowed to leave the construction area and USFWS staff is contacted.

4. **California Least Tern.** CDFW shall not conduct any construction activities within 300 feet of an active California least tern nest from April 15th to August 15th of any year (or as determined through surveys). Site inspections, maintenance, research or monitoring activities may be conducted during breeding season in areas in, or near, breeding habitat only with approval of USFWS and under the supervision of a USFWS approved biologist. If these activities are approved, the permittees shall provide evidence of such approval to BCDC prior to conducting such activities.
- E. **Marsh Monitoring Plan.** The Monitoring and Adaptive Management Plan (MAMP), dated December 2016 and prepared by CDFW and Life Science! Inc., shall describe the long-term and short-term biological and physical goals of the marsh restoration, the monitoring of the site to determine whether the success criteria for the project are met, and the provisions for long term maintenance and adaptive management needs, including responsibilities and timelines. The MAMP shall encompass a ten-year monitoring period to track the evolution of the site's biological and physical characteristics. The permittees shall meet with the Commission and other agencies to discuss any potential revisions to the monitoring going forward. The monitoring plan, at a minimum, shall include the following:
- 1. **Site Conditions and Modifications.** The MAMP shall include a topographic map of the site at two-foot contour intervals showing the proposed modifications. All elevations shall be relative NAVD88. The map shall include typical cross-sections

showing the proposed elevations of the sloped transitional habitat berm, access berms, trails, raised levees and road, swales after excavation and fill placement. The map shall show: (1) figures for the ratios of typical horizontal to vertical slopes for proposed marsh surface, particularly for areas where either grading, excavation, or fill will take place; and (2) expected plant species along the cross-sections according to their expected zone of growth.

2. **Reference Site.** The MAMP shall include identification and monitoring of a suitable reference site that shall provide a comparison for evaluating the progress and success of the restoration site.
3. **Sedimentation.** The MAMP shall include a monitoring plan for the accretion and/or erosion on the site, including the locations and methods of measurement. The plan shall include monitoring of the breach locations to determine if maintenance dredging would be necessary and monitoring the site's marsh plain to annually assess accretion or erosion rates over a ten-year period beginning with a pre-construction topographic survey to establish a baseline. An upward trend of the marsh plain elevation would indicate that sedimentation and biomass accumulation is occurring on-site as anticipated.
4. **Water Quality.** The MAMP shall include a plan for water quality monitoring that shall, at a minimum, monitor tide stages, pH, salinity, dissolved oxygen and temperature in the restoration area. As proposed, data shall be collected via the Department of Water Resources, California Data Exchange Center station located on Hill Slough, which would provide information on water levels, salinity, dissolved oxygen and temperature. The pH levels and turbidity of the site water shall be collected as defined in the SWPPP and the methylmercury monitoring shall follow the requirements described in the Water Boards WQC and II-F.2.

Data collection shall begin six months prior to the start of the restoration site construction to establish a baseline and shall continue annually throughout the construction period and post construction for a minimum of 10 years.

5. **Vegetation.** The MAMP shall include monitoring of vegetation establishment on the habitat berms and in the newly restored tidal wetlands every three years over the ten-year monitoring period or until the sites are 85% vegetated with native species. Vegetation monitoring shall include the method for determining the amount of vegetation establishment at the restoration site, and may include the use of aerial photographs, photo-points, vegetative transects, etc., to estimate vegetation cover, including species present; percentage of the site vegetated; approximate percentage representation of different plant species, including special status plant species; and a qualitative assessment of anticipated plant colonization. Monitoring of non-native invasive plant species and their assessment shall also be conducted to inform their management and control on the site.

6. **Invasive Plant Control.** The MAMP shall include an invasive plant control plan for the identification, eradication and monitoring of undesirable plant species over the 10-year monitoring period. The plant control plan shall include providing the results of the eradication efforts necessary to keep levels of invasive plants, such as non-native reed (*Phragmites australis*), perennial pepperweed (*Lepidium latifolium*), or other invasives, at a five percent or less increase over baseline (aerial coverage) of the project site.
 7. **Wildlife Surveys.** The MAMP shall include provisions for monitoring the use of the site by Ridgway's rail, salt marsh harvest mouse, least tern and fish populations for ten years following the completion of restoration activities, as described in the MAMP.
 8. **Monitoring Reports.** By December 31st of each year following the initiation of restoration activities, the permittees shall submit monitoring reports describing the data collected pursuant to the approved restoration plan, analysis of the data collected to assist in determining if the site is proceeding towards the short and long term goals, for review and approval by or on behalf of the Commission.
- F. **Water Quality.** The project shall be conducted in a manner consistent with the Bay Plan Water Quality policies as follows:
1. **Water Quality Certification.** The permittees shall implement activities authorized herein in compliance with the requirements of the San Francisco Bay Regional Water Quality Control Board's (Water Board) Conditional Water Quality Certification (WQC) issued on June 16, 2017 and any future amendments to the WQC, including the post-construction monitoring and reporting as described in the project's *Monitoring and Adaptive Management Plan* (MAMP), to ensure that potential water quality impacts of the project are minimized.
 2. **Methylmercury.** To aid in the understanding of methylmercury production and availability at the site, and to inform future adaptive management strategies that may be proposed to remedy excess methylmercury accumulation at the site, if it occurs, the CDFW shall confirm that the project is not causing or contributing to a net increase in mercury or methylmercury loads in Suisun Bay through:
 - a. development and implementation of a Methylmercury Monitoring Plan for the project that includes sampling frequency, methods and biosentinel monitoring. Monitoring shall be conducted pre and post construction and include at least six monitoring events that occur over a minimum of ten years; or
 - b. a \$30,000 contribution to the Regional Monitoring Program for Water Quality in San Francisco Bay for project supporting a Suisun Marsh methylmercury monitoring program.

The monitoring plan or documentation of the financial contribution shall be provided to Commission staff for review and approval concurrent with submittal to the Water Board and not less than 60 days prior to breaching the site.

CDFW shall make the project site available to appropriate researchers and scientists and encourage methylmercury research at the site beyond that of the requirements herein.

3. **Water Quality Reporting.** By January 31 following each monitoring year, the permittees shall provide to the Commission, water quality monitoring summary reports concurrently with the submission to the Water Board, including the monitoring results based on the data collected by the California Data Exchange Center as described in Section II–E.4.

- G. **Flood Reporting and Adaptive Management Plan for Grizzly Island Road and the Restored Hill Slough Wildlife Area.** The permittees shall ensure that the project meets the requirements of the Suisun Marsh Habitat Plan and other entities that have jurisdiction over the site and surrounding area and are responsible for assuming adequate flood protection for the surrounding communities from flooding originating from the project.

In preparation for projected sea level rise, and more frequent inundations due to fluvial flooding, high tides and/or storm events, CDFW and Solano County shall monitor and document flooding at their respective public access areas, required herein.

If at any time, any portion of the public access, road or bicycle lanes required by this permit is subject to flooding that requires a closure of public access for a period of two weeks or more, the co-permittees shall submit a report documenting the date, location, recorded local tide level, duration and extent of flooding, any damage or cleanup necessary, and include any photographs of the flooding noting the date, time, location, and orientation.

Every five years, for as long as Grizzly Island Road is in use, CDFW (restoration site and public access) and Solano County (Grizzly Island Road) shall assess and summarize the extent and duration of flooding and the overall conditions of Grizzly Island Road and public access trails. This assessment and summary shall include: the stability of the improved section of Grizzly Island Road; scour at the culverts, trails, bridge and protective berms surrounding transmission towers; and any erosion of levees or habitat features. The summary shall also identify any interim adaptation measures that are needed to protect the roadway and public access areas from intermittent flooding. If interim adaptation measures are warranted, CDFW and Solano County shall apply for and obtain an amendment to this permit if additional construction is proposed.

When the Mean High Water level at or near the public access areas required herein reaches 8.4 feet NAVD88 (the elevation at which flooding of public access areas is predicted to occur) the permittees shall notify Commission staff and initiate an adaptation planning process to identify and implement long-term adaptive management measures for the tidal marsh, public access and roadway. Within a year of notifying the Commission of such conditions, the permittees shall provide the Commission with a work plan describing the adaptation approach and the plan shall be reviewed by or on behalf of the Commission.

Any adaptation measures proposed pursuant to the planning process required in this condition shall not result in a reduction of the size or usability of the public access required herein or, if unavoidable, equivalent access shall be provided nearby. The permittees shall obtain any necessary review and approval, or amendment to this permit, if required, to be consistent with the Commission's laws and policies.

- H. **Creosote Treated Wood.** No pilings or other wood structures that have been pressure treated with creosote, or other petroleum based product shall be used in any area subject to tidal action in the Bay and Suisun Marsh within the Commission's jurisdiction as part of the project authorized herein.
- I. **Certification of Contractor Review.** Prior to commencing any grading, demolition, or construction, the general contractor or contractors in charge of that portion of the work shall submit written certification that s/he has reviewed and understands the requirements of the permit and the final BCDC-approved plans, particularly as they pertain to any public access or open space required herein, or environmentally sensitive areas.

III. Findings and Declarations

This authorization is given on the basis of the Commission's findings and declarations that the work authorized herein is consistent with the McAteer-Petris Act, the *San Francisco Bay Plan*, Suisun Marsh Preservation Act, and the *Suisun Marsh Protection Plan* for the following reasons:

- 1. **Fill.** This project is located in the Primary Management Area of Suisun Marsh and proposed activities are entirely within a managed wetland, therefore Section 66605 of the McAteer-Petris Act, and pursuant policies on Bay Fill do not apply. However, both the Bay Plan and the Suisun Marsh Protection Plan have policies regarding fill in managed wetlands, which state that the design and evaluation of *"[a]ny project for the restoration, enhancement or conversion of the managed wetlands to subtidal or wetland habitat ... should include an analysis of: ...potential fill activities, including the use of fill material such as sediments dredged from the Bay and rock to assist restoration objectives."*
 - a. **Restoration and Enhancement.** As described by CDFW and Solano County, the project was designed to minimize fill, provide adequate transitional habitat and refugia for upland species and protect existing infrastructure. The CDFW proposes to contour and grade the project site producing 73,850 cy of soils necessary for much of the restoration work. The amount of fill required for the levee improvements were determined by the availability of on site soils, the desired elevation and slopes of the proposed transitional habitat and protective berms, in conjunction with the local tidal range and the 100-year flood elevations. The proposed Grizzly Island Road elevation of 10 feet NAVD88 was designed taking into account the local high tides and the 100-year flood elevation. The width of the proposed road base was designed to allow future raising of the road as needed by Solano County.

The CDFW proposes to use the available on-site soils to create wetland and upland features for the tidal restoration and managed wetland enhancement. The work includes lowering and breaching of levees, and excavating to create a wetland area and swales. The excavated soils would be used to raise the elevation of levees, to create transitional habitat, construct protective berms for transmission towers, public access paths, and where appropriate, improve the Grizzly Island Road.

To ensure that the transitional habitat berms would be structurally sound, geotechnical investigations were conducted during the planning and design phase of the project. The evaluation of the berms' safety and reliability included consideration of shrinkage estimates for the borrowed soils and slope stability and concluded that the on-site soils would be suitable for berms to be constructed over, and adjacent to, existing levee embankments (Crawford & Associates, 2017).

To enhance the managed wetlands in Pond 4 and 4A, the maintenance of the perennial and seasonal wetlands and upland habitat will require installation of five new water control structures, one culvert to be replaced in-kind and four culverts replaced with flap gates in Pond 4's southern levee and the levee between Pond 4 and 4A. The site currently has a variety of existing water control structures, that will be removed (13 culverts) or capped and left in place if not deemed to inhibit restoration and habitat development (one culvert).

To ensure that the project is consistent with the Bay Plan and SMPP policies on fill as it relates to the restoration of managed wetlands, Special Conditions II-A-1, 2, 3 and 4 have been included in this authorization. These special conditions require the CDFW to provide final construction plans to the Commission for review and approval before commencing construction.

- b. **Grizzly Island Road and Public Access.** Over half of the project's on-site soils will be re-used for the construction of the restoration features. The remaining on-site soils shall be used for the new side slopes of Grizzly Island Road, reducing the need for imported fill and limiting it to the materials specific to, and necessary for, road construction.

To complete the Grizzly Island Road improvements, including the bicycle lanes, connections to, and surfacing of, the public trails, the project will import approximately 33,000 cy of fill specifically for road construction. The widening and raising of the road and inclusion of bicycle lanes requires that the road be widened at the base, with side slopes varying from 3:1 to 10:1, to support the improvements as well as allowing for future raising of the road to adapt to sea level rise over time. The imported soils are necessary because on-site soils lack the characteristics necessary to meet road engineering design and standards.

In addition to soil, the road improvement also requires approximately:

- (1) 28,903 square yards of geotextile fabric installed between the existing road and shoulder and the new, Type 1 material (an engineered fill imported from a local Surface Mining and Reclamation Act (SMARA) approved quarry);
- (2) 23,601 cy of imported Type 1 material used for road base;
- (3) 6,154 cy of Class 2 aggregate base material to construct a temporary two-lane bypass road, two bicycle lanes and access road to Pond 4. This aggregate will also be used as trail surfacing material for the levee loop trail and the connecting trail; and
- (4) 3,503 cy of hot mix asphalt and concrete to finish the new Grizzly Island Road, the bicycle lanes.

The Grizzly Island Road improvement also underwent geotechnical review. Soils tests were conducted, embankment settlement rates and slope stability were assessed. Based on the analysis, the proposed embankment slopes for the improved road would be stable and have less chance of soil creep if the road were surcharged and allowed to settle for several months before being paved. According to the engineering report the site does not lie with a fault zone nor are there any known active faults within or through the project area. The potential for fault rupture is considered to be low. Although a liquefaction study for the roadway was not done, a preliminary analysis of the site soils suggested that the soils 19 to 31 feet below the existing road surface are susceptible to liquefaction and consequential settlement (Crawford & Associates, 2016), as is typical for the soils in the entirety of Suisun Marsh.

As described above, the site contains three PG&E transmission towers that require protection once the site is breached. To respond to this need, CDFW proposes to construct protective access berms around the tower footings in Pond 2 and construct a small 20-foot wide maintenance road to allow continued access to two towers, using on site soils. These berms will be built to 8 feet NAVD88 with 6:1 slopes, sufficient to protect the tower and resist erosion from tidal action. An additional lower berm (7 feet NAVD88 with a 10:1 slope) will be constructed adjacent the maintenance access berm to prevent approach by watercraft where low wires traverse the site. This berm will also provide high tide refugia and habitat benefits.

Special Conditions II-C-1, 2, and 5 require the CDFW to re-use the soils excavated during construction as fill necessary in other parts of the project and to import only the material needed for roadway improvements, and to use best management practices for construction operations appropriate for a managed wetland setting.

Because the project will use all of the excavated on-site material for the fill portions of the project, and that the quantity of material required for the roadway stability and surfacing is the minimum amount necessary to construct the project, the Commission finds that the project is consistent with the relevant San Francisco Bay Plan and Suisun Marsh Protection Plan policies regarding fill in managed wetlands.

2. **Public Access and Recreation.**

- a. **Maximum Feasible Public Access.** Section 66602 of the McAteer-Petris Act states, in part, that “...existing public access to the shoreline and waters of the...[Bay] is inadequate and that maximum feasible public access, consistent with a proposed project, should be provided.” In addition, the Bay Plan policies on public access state, in part, that “a proposed fill project should increase public access to the Bay to the maximum extent feasible...” and that “access to and along the waterfront should be provided by walkways, trails, or other appropriate means and connect to the nearest public thoroughfare where convenient parking or public transportation may be available.” The SMPP Recreation and Access policies recognize the high demand for recreational uses of the Suisun Marsh. The SMPP Recreation and Access Policy 3 states that “[p]ublic agencies acquiring land in the Marsh for public access and recreational use should provide a balance of recreational needs by expanding and diversifying opportunities for activities such as bird watching, picnicking, hiking and nature study.” Policy 4 addresses the care of public access areas by stating “[a]gencies administering land acquired for public access and recreational use should be responsible for maintaining the areas and controlling their use. Signing on roads leading into the Marsh and maintaining litter receptacles at major public use areas should be provided by the appropriate local or State agency to prevent littering and vandalism to public and private property.”

Currently, public access near the Hill Slough tidal wetland restoration site consists of the Grizzly Island Trail, a multi-use pedestrian path that follows Highway 12 from Marina Boulevard in Suisun City to McCoy Creek Way and Grizzly Island Road, informal trails formed along the top of existing levees, and the access road between Ponds 4 and 4A. The public access areas around the project site are used for bird watching, hiking, and cycling. However, the most popular activity is angling along Hill Slough, with up to 10,000 anglers fishing in Hill Slough annually. Parking is currently available near the crossing of Grizzly Island Road and McCoy Creek Way and also near the Grizzly Island Bridge. Visitors to the site also park on the non-designated, undeveloped shoulder along Grizzly Island Road to access different areas of the site.

CDFW owns and manages the Hill Slough Wildlife Area, a publicly owned site, and will increase the public access opportunities at the site by providing the following improvements as part of the restoration project:

- (1) Two designated, 4-foot-wide, Class II bicycle lanes along the improved section of Grizzly Island Road;

- (2) An all-season, 1.76 mile loop trail around Pond 4, atop the existing levee and access road;
- (3) A 0.31 mile long trail parallel to Grizzly Island Road, connecting the loop trail to Grizzly Island Trail via an at-grade crossing of Grizzly Island Road (Exhibits D, E);
- (4) New signage for cyclists, new interpretive signs and seating for hikers along the loop trail; and
- (5) Use of the site by non-motorized watercraft once levees have been breached and the boats are able to enter via Suisun Slough and Hill Slough.

The applicants expect an increase in recreational use of the site due to these improvements and acknowledge that the higher number of new visitors may potentially impact sensitive wildlife species in the project area. To minimize impacts to wildlife, the new trails were placed in areas that are mostly elevated, away sensitive habitat areas, and surrounded by water. Interpretive signs explaining the importance of staying on the trails and protecting wildlife will be installed along the trails. Special Condition II-B-1 and 2 require the public access amenities to be constructed.

These public access improvements will be constructed at the same time as the work on Grizzly Island Road and the tidal restoration work within the managed wetlands and are expected to be completed by 2019. Once the project is finished, Solano County will be responsible for the upkeep and management of the two bicycle lanes running along Grizzly Island Road, including enforcing parking limits along the new lanes. CDFW will maintain and manage the new public access trails, seating and signage within their property.

Once construction of Grizzly Island Road and the bicycle lanes are complete, Solano County will take over their maintenance. Because staff has concerns regarding the safety of a Class II bike lane on this long stretch of road where speeding is prevalent, Special Condition II-B-3 was included. This condition requires Solano County to study bicycle and automobile safety and parking along this stretch, and if after one year, safety issues are identified, provide the Commission with proposed measures to improve it for review and approval. To ensure that the public access remains available and safe during the restoration and construction, Special Conditions II-B-4 has been included in this authorization.

- b. **Recreation Opportunities.** The SMPP Recreation and Access policies recognize the need for easy to access recreational areas within the Suisun Marsh. Recreation and Access Policy 2 states "...[t]hese areas should be located on the outer portions of the Marsh near populations centers and easily accessible from existing roads." In addition, it states that "[i]mprovements for public use should be consistent with protection of wildlife resources." The public access proposed by the applicants is located along the northern edge of the Suisun Marsh near Highway 12, where Grizzly Island Road intersects with a residential neighborhood in Suisun City. Suisun City is

adjacent to Suisun Slough and the project site's western border, and the City's boat launches are within paddling distance of the site. Grizzly Island Trail, a regional multi-purpose trail, also leads from Suisun City to the northwestern corner of Pond 4A, where the new proposed public trail will connect to it at Grizzly Island Road. The new public access trails will be available for outdoor recreation year-around, specifically for walking, running, and wildlife viewing. Cycling will be possible along the Grizzly Island Road bicycle lanes which could potentially be extended in the future through partnership between Solano County and the Solano Transportation Authority. The Hill Slough Wildlife Area will also be accessible to small water craft during high tides. These amenities expand and diversify the recreational opportunities in the Hill Slough Wildlife Area. Existing, designated parking areas are available at both ends of the one-mile stretch of Grizzly Island Road that runs through the project site. The continued maintenance by CDFW and Solano County of the public access trails and bicycle lanes, respectively, including trash clean up, encourages use and enjoyment of the Hill Slough Wildlife Area.

- c. **Appearance, Design, and Scenic Views.** Bay Plan Policies state that “[m]aximum effort should be made to provide, enhance or preserve views of the Bay and shoreline, especially from public areas.” and that “[v]iews of the Bay from vista points and from roads should be maintained by appropriate arrangements ... particular attention should be given areas along roads that that provide good views of the Bay.” Implementation of the project will not adversely impact present or future public access and views to the Bay, as both Hill Slough Wildlife Area and Grizzly Island Road are open to the public. The restoration work will open portions of the Hill Slough Wildlife Area to tidal flows and encourage the development of a variety of wetland and upland habitats. The project provides a diversity of public access opportunities and views throughout the Hill Slough Wildlife Area; riding a bike on the bike lanes will grant a different perspective of the site than walking on the trails, and the new seating at the midpoint of the loop trail would offer views of the Potrero Hills, Mount Diablo, the California Coast Range, and Montezuma Hills. The restoration activities and re-establishment of tidal marsh habitat on site will draw visitors to the site and could expand awareness of restoration efforts throughout the Suisun Marsh, and the ecological values of wildlife habitats in the area. Increasing the height of Grizzly Island Road may impede some views across the site to the west for users of the adjacent public access trails, however, it will increase the views for people traveling in automobiles and bicycles. The views to the east from the trails will likely be improved as a result of the trails being raised in elevation.

Special Condition II-B-2, 3 and 5 were included in this authorization to ensure the construction and continued maintenance of the public access within the site and on Grizzly Island Road.

The Commission finds that the project is consistent with the Bay Plan and the Suisun Marsh Protection Plan policies regarding maximum feasible public access consistent with the project, recreational opportunities, and appearance, design and scenic views.

3. **Natural Resources Policies.** The Bay Plan and SMPP have several policies related to natural resources.

- a. **Tidal Marsh Restoration.** The SMPP Environment Policy 1 states, “[t]he diversity of habitats in the Suisun Marsh and surrounding upland areas should be preserved and enhanced whenever possible to maintain the unique wildlife resource.”

Environment Policy 2 states, “[t]he Marsh waterways, managed wetlands, tidal marshes, seasonal marshes, and low-land grasslands are critical habitats for marsh-related wildlife and are essential to the integrity of the Suisun Marsh. Therefore, these habitats deserve special protection.”

The Bay Plan Tidal Marsh and Tidal Flat Policy 4 states that, “[w]here feasible, former tidal marshes and tidal flats that have been diked from the Bay should be restored to tidal action in order to replace lost historic wetlands or should be managed to provide important Bay habitat functions, such as resting, foraging and breeding habitat for fish, other aquatic organisms and wildlife.”

The Bay Plan’s Fish, Other Aquatic Organisms and Wildlife Policy 1 states that “[t]o assure benefits of fish, other aquatic organisms and wildlife for future generations, to the greatest extent feasible, the Bay’s tidal marshes, tidal flats, and subtidal habitat should be conserved, restored and increased. Policy 2 states “[s]pecific habitat that are needed to conserve, increase or prevent the extinction of any native species, species threatened or endangered, ...should be protected.”

The Bay Plan Managed Wetlands Policy 2 states in part that, “[i]f the owner of any managed wetland withdraws any of the wetlands from their present use, the public should make every effort to... restore them to tidal or subtidal habitat... for the benefit of multiple species.”

Bay Plan Tidal Marsh and Tidal Flats Policy 6, Managed Wetland Policy 3, as well as the SMPP Land Use and Marsh Management Policy 14, all contain similar language that, in summary, states that projects that restore, enhance or convert managed wetlands to wetland habitat should include clear and specific long-term and short-term biological and physical goals, success criteria, a monitoring program to assess the sustainability of the project, and provisions for long-term maintenance and management needs.”

Prior to European settlement of the Sacramento-San Joaquin Delta, Suisun Marsh was a vast, brackish water marsh, providing nationally significant wildlife habitat. Over time, managed wetlands were established in the Marsh, diking off the large areas of marsh from tidal action, and creating a tangled network of water control structures that allowed owners to cultivate vegetation specifically to attract

waterfowl for hunting purposes. In recent years, EcoRestore and the Suisun Marsh Habitat Plan developed plans to restore a significant portion of Suisun Marsh to tidal marsh habitat.

Because Suisun Marsh is a brackish marsh, rather than the marine-dominated salt marsh habitat in the Bay proper, it has the potential to support native and listed species of plants and animals that have limited habitat in other areas of the Bay and Delta. Restoring this portion of Hill Slough Wildlife Area will increase brackish marsh habitat in the region and thereby enhance, restore and protect this limited habitat and the species that inhabit it. The site will have transitional features that will provide high tide refugia for species in the near-term and may allow brackish marsh habitats space to migrate as sea level rises.

The Hill Slough Wildlife Area is owned by CDFW and the eastern half of this 1,700-acre property is already tidal wetlands. By restoring the remaining 640 acres of managed wetlands to tidal wetlands, the project shall effectively almost double the size of the Hill Slough Wildlife Area tidal marshes. The project is expected to increase the habitat diversity of the site by including upland and transitional habitat which would benefit both protected fish and wildlife species, especially those reliant on brackish tidal marsh. This project will fulfill a portion of the Suisun Marsh Habitat Plan's overall goal to restore 5,000-7,000 acres of Suisun Marsh to tidal marsh in order to support listed species and further sustain critical habitats.

The applicants stated that the implementation of the project will result in a change in habitat types from 850 acres of managed wetland habitat to 640 acres of tidal marsh habitat and the enhancement of 192 acres of retained managed seasonal wetlands not converted to tidal marsh by the project. The tidal habitat would include 53 acres of seasonal/transitional wetlands; 19 acres of high marsh; 18 acres of mid-marsh; 110 acres of low marsh; and 440 acres of open water.

To allow for adequate tidal flow, portions of the existing interior and exterior levees shall be breached, excavating gaps in the existing levees. The breach locations were chosen to achieve a balance between three primary objectives: (1) to take advantage of the pre-existing drainage network; (2) to emphasize the re-creation of higher order tidal channels within the marsh restoration area; and (3) to provide drainage for the entire site (USFWS, June 2017). The breaching of the levees and restored tidal flow to the site are expected to result in large increases of tidal prism in local channels. The ebb and flood volumes near the confluence of Suisun Slough and Hill Slough are projected to increase by 67%, and the Hill Slough the ebb and flood volumes to increase by approximately 88%. The applicants expect vegetation typical of Suisun Marsh brackish tidal wetland to passively colonize the site. The existing transitional habitat shall be expanded, creating more diverse habitat for terrestrial species such as the salt marsh harvest mouse, Ridgway's rail and a variety of marsh birds. By breaching the site, the project is expected to increase habitat for green sturgeon and Delta smelt as both of these species use the tidally influenced

areas of Suisun Bay, Grizzly Bay and the Suisun Marsh. The portions of the site not influenced by tides will remain a mixed wetland complex, managed by CDFW. To protect existing marsh vegetation in the project site, Special Condition II-C-3 requires the permittees to survey, salvage and replant special status native marsh vegetation in the construction zones and minimize impacts on vegetation outside these zones.

- b. **Monitoring and Management.** The Bay Plan and SMPP require restoration projects to include success criteria, monitoring, long- and short-term biological and physical goals and a long-term maintenance and management program.

CDFW provided a Monitoring and Adaptive Management Plan (MAMP), which details the physical and biological objectives of the project and includes a monitoring program, performance metrics, management measures, and provisions for longer-term maintenance and management needs such as water quality and non-native species control. The monitoring program includes the methods, criteria, metrics and frequency of monitoring the physical conditions, hydrology, water quality, fish, wildlife, vegetation, and infrastructure of the site. The results of such surveys will be used to manage, maintain and protect the restored habitat, species and improved and adjacent infrastructure of the site. CDFW will implement the MAMP upon project construction by monitoring compliance to agency requirements (water quality, road stability), the project's ability to meet performance objectives (tidal hydrology, Ridgway's rail and salt marsh harvest mouse use of site), and includes potential supplemental studies that will provide information on the effects of enhancement action impacts on the ecosystem (special-status plant distribution, channel geometry). The supplemental studies will be conducted based upon the availability of additional funding and/or research partnering. CDFW will monitor and report their findings annually for five years once the site is breached. Specific project elements as described in the MAMP shall be monitored annually for total of ten years, including water quality, infrastructure and vegetation. Given the mutable nature of restoration projects the MAMP was designed and written to allow revisions as warranted.

The applicants' MAMP includes details on location of instrumentation, the frequency of measurement, and types of anticipated data that shall be collected and analyzed to assess water quality within Hill Slough. Data shall be collected by the Department of Water Resources, California Data Exchange Center (CDEC) station located on Hill Slough, which will provide pre-project information to establish a water quality baseline. Data collection through the CDEC will continue during project construction and for an additional five years post construction. Having access to continuously collected data on the tide stages, conductivity, temperature, dissolved oxygen and turbidity shall inform CDFW of water quality performance in Hill Slough as well as water levels necessary to trigger adaptation planning. If it was determined that the project is causing impairments to water quality, the level and intensity of monitoring

be revised for the project site, focusing on the specific water quality constituents of concern and methods to resolve the water quality issues. The project's water monitoring activity is required in this authorization by Special Condition II-E-4.

The Tidal Marsh and Flats Policy 7 and the SMPP Land Use and Marsh Management Policy 3, require project proponents to control invasive species in restoration projects. The MAMP describes the data collection methods to document the location and spread of non-native species and provides measures for the control of invasive species and adaptive management of the site over time. In summary, these measures include monitoring vegetation changes at the project site for development of typical Suisun Marsh wetland vegetation community and minimizing colonization by invasive species. The monitoring will be conducted tri-annually using aerial photography and ground-truthing to verify vegetation coverage and composition identified in the photos. Colonization by non-native, invasive plant species will be controlled by weeding, herbicides, or burning, and may require more intensive monitoring. Special Conditions II-E-5 and 6 require the permittees to monitor the restored site for native and non-native plant species, and to take steps to reduce invasive non-native species to a maximum of five percent coverage within the site.

SMPP Land Use and Marsh Management Policy 3, states that “[p]ractices recommended by the Solano County Mosquito Abatement District to control mosquitoes, including ditching and draining...efforts toward biological control of mosquitoes should be intensified.” The existing managed wetlands on Hill Slough Wildlife Area contains areas of stagnant water that facilitate the presence of mosquitoes. The project site lies within Solano County Mosquito Abatement District, which conducts regular monitoring and control of nuisance adult mosquitoes throughout the Marsh. The “cool weather” mosquito (*Culiseta inornata*) is known to exist at the project site, is expensive to control, and is a public health concern. To mitigate this issue, the project proponents propose to lower and remove existing levees that separate the site into 8 ponds where breeding occurs, which is expected to greatly reduce mosquito breeding habitat.

- c. **Fish and Wildlife.** Bay Plan Policy 2 regarding Fish, Other Aquatic Organisms and Wildlife, discussed above, also state that listed or candidate species ... under the California Endangered Species Act, or any species that provides substantial public benefits, should be protected, whether in the Bay or behind dikes. Further, Policy 4 (a) in summary directs the Commission to consult with the resource agencies whenever a proposed project may adversely affect an endangered or threatened plant or wildlife species. Policy 4 (b) also states that the Commission should not authorize projects that would result in the "taking" of any listed species unless the project applicant has obtained the appropriate "take" authorization. Finally, Policy 4 (c) directs the Commission to give appropriate consideration to the recommendations of the resources agencies to avoid possible adverse effects of a proposed project wildlife and its habitat.

Suisun Marsh is home to a number of listed species, and activities within the Marsh, including restoration, levee maintenance, or dredging have the potential to impact these species. To protect the habitat the Suisun Marsh provides for special status species, the regulatory and resource agencies worked together over the past several years to establish avoidance, minimization and mitigation measures for activities that regularly occur within the Suisun Marsh. As a result of this planning, the agencies developed the Suisun Marsh Habitat Plan, which describes permissible activities and corresponding minimization and mitigation measures. Responding to this planning effort, in 2013 NMFS and USFWS issued programmatic biological opinions for the Suisun Marsh Habitat Plan. These biological opinions provide incidental take authorizations and terms and conditions for activities listed in the Suisun Marsh Habitat Plan. Restoration of tidal marsh is programmatically covered in the biological opinions; however, they require a project level evaluation of each restoration project.

The applicants have designed this project to be consistent with tidal marsh restoration criteria described in the Suisun Marsh Habitat Plan and to reduce impacts to listed species through implementation of avoidance and minimization measures during construction, such as establishing unvegetated buffer areas, using exclusion fencing to prevent the salt marsh harvest mouse from entering construction areas, and conducting surveys for the Ridgway's rail.

The overall Hill Slough Wildlife Area project design is consistent with the Suisun Marsh Habitat Plan, and the various biological opinions' terms and conditions. The proposed project objectives are focused on species persistence, recovery, and providing rearing, breeding and refuge habitats for aquatic and wetland dependent species that utilize brackish tidal marsh habitat. Additionally, the project aims to provide topographic variability for habitat succession and resilience against future climate change and sea level rise. While the project will have temporary impacts to the site and available habitats, its overall design and diversity of habitat features is likely to provide improved habitat for listed and other native species as the site develops and matures.

In response to CDFW's request for a project specific biological opinion, NMFS determined that the project as defined would not adversely affect Essential Fish Habitat (EFH), and that the project may affect, but is not likely to likely to adversely affect, listed salmonids, green sturgeon or their designated critical habitat for associated with implementation of the project (NMFS February 2013 Letter of Concurrence).

In response to CDFW's biological assessment of the Hill Slough Wildlife Area project, USFWS appended the project to the programmatic biological opinion for the Suisun Marsh Habitat Plan, and completed a project level-biological opinion on June 23, 2017. The project-level biological opinion addressed modifications to Grizzly Island Road, the new public access trails, the protective berms and access road for the

PG&E towers, mosquito source reduction measures, and the MAMP. USFWS added more specific requirements regarding notification of any entrapment, injury or death of California Ridgeway's rail, salt marsh harvest mouse, California least tern and Delta smelt; conservation measures and education requirements for project personnel; and monitoring and reporting requirements. Based on the inclusion of conservation measures to minimize adverse effects to listed species and their habitats, the short timeframe for the restoration project construction activities, and the resulting increase in restored wetlands and associated upland habitat associated with the project, the USFWS determined that the project as proposed was not likely to jeopardize the existence of Ridgeway's rail, salt marsh harvest mouse, California least tern and Delta smelt, and provided an incidental take statement for the above species.

The proposed project objectives are species focused and include providing rearing, breeding and refuge habitats for aquatic and wetland dependent species that utilize brackish tidal marsh habitat, and providing topographic variability for habitat succession and resilience against future climate change and sea level rise. The project as conditioned by USFWS and NMFS is protective of listed species. Further, it will provide significant habitat improvements for native species that inhabit brackish marshes. Special Conditions II-D-1, 2, 3, 4 detail the activities required to protect the site's listed species during and after construction.

- d. **Water Surface Area and Quality.** The Bay Plan Surface Area and Volume Policy 1 states "the surface area of the Bay and the total volume of water should be kept as large as possible in order to maximize active oxygen interchange, vigorous circulation, and effective tidal action..."

The Bay Plan Water Quality Policy 1 states, in part that "Bay water pollution should be prevented to the greatest extent feasible. The Bay's tidal marshes, tidal flats, and water surface area and volume should be conserved and, whenever possible, restored and increased to protect and improve water quality."

Policy 2 states that "[w]ater quality in all parts of the Bay should be maintained at a level that will support and promote the beneficial uses of the Bay as identified in the San Francisco Bay Regional Water Quality Control Board's Basin Plan and should be protected from all harmful or potentially harmful pollutants. The policies, recommendations, decisions, advice, and authority of the State Water Resources Control Board and the Regional Board should be the basis for carrying out the Commission's water quality responsibilities."

The restoration site is currently disconnected from daily tidal influence, and reconnecting it to the Bay will increase the Bay's surface area by 640 acres, and increase tidal exchange of waters, oxygen, and nutrients. As a managed wetland, the water levels on site have been previously managed within a system of eight ponds separated by levees with a variety of water control structures. Restoring tidal action to six of the eight ponds through breaching and lowering of internal and external

levees would improve circulation within the site, preventing the pooling of water. By removing or plugging numerous culverts within the site, the tidal waters will be directed towards the breached areas, naturally creating tidal channels.

The two ponds that will remain managed wetlands will be better managed due to the replacement of old culverts and flap gates to allow improved water exchange. Seasonal ponding within the two ponds will also be improved with the creation of new swales and a “pothole” to collect and drain the waters. The project’s MAMP proposes to monitor the physical evolution of the site once it is re-opened to daily tidal action, and to assess if the tidal hydrology, channel geomorphology and networks are developing as planned.

The primary water quality concern for this project is methylmercury contamination and bio-magnification in the food web. There is a large amount of mercury biologically available in the San Francisco estuary ecosystem due to abandoned, historic mercury mines in the Coast Range, use of mercury for gold extraction in the Sierra Nevada, and atmospheric deposition across the Bay Area. Restoring sites to tidal action may increase the potential for mercury to methylate, making it potentially bio-available to animals living in the Suisun Marsh. Methylmercury dynamics in estuaries are complex and can be cyclical in nature, and little is known about the status of methylmercury in the Suisun Marsh.

CDFW indicates that the project would result in an overall reduction in methylmercury concentrations on the site by improving tidal exchange and reducing prolonged periods of inundation within the existing managed wetlands areas. However, as mercury methylation is cyclical, it is the staff’s understanding that increased wetting and drying of a site, such as with tidal action, may increase methylmercury production, which is counter to the applicant’s perspective. The San Francisco Bay Regional Water Quality Control Board (Water Board) states that “[t]idal wetlands can be both sources and sinks of total mercury and methylmercury, and many factors can affect wetland biogeochemistry and thus methylmercury production. The limited data and studies suggest that tidal restoration results in many factors that could reduce methylmercury production but that overall methylmercury supply can potentially increase because of greater hydrologic exchange. Based on the design, the project is not expected to cause or contribute to a net increase in mercury or methylmercury loads to Suisun Bay.” To address this issue, Special Condition II-F-2 and the Water Board’s water quality certification requires the project proponents to confirm that the project is not causing or contributing to a net increase in mercury or methylmercury loads to Suisun Bay by either: (1) contributing to the Regional Monitoring Program for Water Quality in the San Francisco Bay to fund project(s) to support regional methylmercury monitoring in Suisun; or (2) develop and implement a Methylmercury Monitoring Plan for the project site.

Related to potential turbidity impacts, CDFW stated that because the site currently consists of non-tidal uplands, managed wetlands, levees and embankments, and that the soils are consolidated, the increase of suspended sediment and turbidity are expected to be minimal. CDFW proposes, and Special Condition II-C-4 requires, that the exterior levees be breached during a low tide to prevent excavated soils from entering the adjacent tidal sloughs. Once tidal action is fully restored, the suspended sediment from the sloughs and unconsolidated soils on the site will be reworked by the tides, with suspended sediments depositing over time. Initial impacts of sediment and soil movement are expected to be temporary in nature and will reduce over time.

As required by the Water Board and described in the provided Erosion and Sediment Control Plan, construction impacts from the raising and widening of Grizzly Island Road and the PG&E tower access berms will be addressed. This plan, along with the Stormwater Pollution and Prevention Plan, includes Best Management Practices, ensuring no sediments or pollution will be released from the site into Suisun Slough, Hill Slough or other tidal areas. To further reduce the potential for discharges of pollutants, the project will also comply with minimization/mitigation measures outlined in Special Conditions II-C-2, 5 and the Suisun Marsh Habitat Plan's EIS/EIR. These measures include daily inspections of all equipment for oil and fuel leaks, trash and construction debris removal, maintenance of waste facilities, preparation and implementation of erosion and sediment control plan, and developing a hazardous material plan.

The Commission finds that by implementing the minimization measures and various pollution prevention plans, adhering to the best management practices detailed in the Special Conditions, and having obtained a Water Quality Certification and Waste Discharge Requirements, the project is consistent with its Bay Plan policies regarding water quality.

4. **Climate Change and Flooding.** The Commission's Climate Change policies include discussions of habitat restoration projects as well as protection from and adaptation to climate change, and specifically rising seas. Bay Plan Climate Change Policy 2 states that "When planning shoreline areas ... a risk assessment should be prepared by a qualified engineer and should be based on the estimated 100- year flood elevation that takes into account the best estimates of future sea level rise and current flood protection and planned flood protection that will be funded and constructed when needed to provide protection for the proposed project or shoreline area. A range of sea level rise projections for mid-century and end of century based on the best scientific data available should be used in the risk assessment. Inundation maps used for the risk assessment should be prepared under the direction of a qualified engineer. The risk assessment should identify all types of potential flooding, degrees of uncertainty, consequences of defense failure, and risks to existing habitat from proposed flood protection devices."

Bay Plan Climate Change Policy 3 adds that “To protect public safety and ecosystem services, within areas that a risk assessment determines are vulnerable to future shoreline flooding that threatens public safety...should be designed to be resilient to a mid-century sea level rise projection. If it is likely the project will remain in place longer than mid-century, an adaptive management plan should be developed to address the long-term impacts that will arise based on a risk assessment using the best available science-based projection for sea level rise at the end of the century.”

Bay Plan Climate Change Policy 4 states that “To address the regional adverse impacts of climate change, undeveloped areas that are both vulnerable to future flooding and currently sustain significant habitats or species, or possess conditions that make the areas especially suitable for ecosystem enhancement, should be given special consideration for preservation and habitat enhancement and should be encouraged to be used for those purposes.”

Bay Plan Climate Change Policy 7 states that “Until a regional sea level rise adaptation strategy can be completed, the Commission should evaluate each project proposed in vulnerable areas on a case-by-case basis to determine the project’s public benefits, resilience to flooding, and capacity to adapt to climate change impacts.” Further, it states that projects that have regional benefits, advance regional goals such as natural resource restoration, should be encouraged if their regional benefits and their advancement of regional goals outweigh the risk from flooding.

The Bay Plan Safety of Fills Policy 4 requires that “[m]easures should be provided to prevent damage from sea level rise and storm activity that may occur on fill or near the shoreline over the expected life of a project.”

Bay Plan and SMPP Managed Wetland policies state that the design and evaluation of “[a]ny project for the restoration, enhancement or conversion of the managed wetlands to subtidal or wetland habitat ... should include an analysis of: ...flood management measures.”

The applicants used the National Resource Council (NRC, 2012) sea level rise projections for the San Francisco Bay, and previous modeling of tidal marsh resilience to sea level rise throughout the San Francisco estuary (Schile et al. 2014) to conclude that tidal areas of the Suisun Marsh would have a high likelihood of adapting and persisting in the future. This analysis included a review of suspended sediment concentrations in the region to determine if the project could adapt to sea level rise through natural accretion of sediment. In reviewing modeling conducted by Schile et al. 2014, CDFW determined that northwestern Suisun Marsh has a high suspended-sediment concentration and that the brackish marsh vegetation community accretes and builds organic soils, both of these characteristics promote sediment accumulation and marsh accretion. The lowered levees, acting as mid-marsh islands would slow wind waves inside the newly formed wetlands. Breach locations were designed to enhance tidal circulation and sediment transport into the site and internal levees would be left in place to further promote sedimentation, maximizing accretion rates.

The project was designed to maximize its resilience to sea level rise. Because the site is proposed for restoration to tidal marsh habitat, flooding associated with storm events would part of the natural ecological functioning of the site. The two ponds to remain as managed wetlands would have water control structures that will allow maintaining water levels appropriate for the target habitat and wildlife species in that portion of the project site.

The project includes bolstering Pond 1's west levee with a sloped habitat berm designed to protect the residences along the west shore of Whispering Bay in Suisun City from coastal erosion due to waves generated in the Hill Slough restoration area. Raising and widening of Pond 4's levee to 9.3 feet NAVD88 and maintaining Ponds 4 and 4A as non-tidal, managed wetland and upland habitat provides a wide area that will limit impacts to residences to the north of the project site. This remaining managed wetland area buffers the area to the north from the open tidal water that will occur south of Pond 4. Tidal action and waves from breaching levees along the western portion of the site will be dampened by the expanse of restored marsh and the shallow slope on the side of Grizzly Island Road, which is designed to block any waves less than 10 feet NAVD88 from traveling from the west side of the site to the east. Additionally, the location of the Hill Slough Wildlife Area along the northern edge of the Suisun Marsh has space for marsh migration along its northern project boundary. Information regarding the restored site and improved Grizzly Island Road's resilience to flooding will be collected and reported per Special Condition II.G and II. H-1, and will provide CDFW and Solano County with information necessary to plan for adaptive measures.

Specific activities were included in the project to protect existing infrastructure from sea level rise and designed based on sea level rise projections for 2050. These activities include the raising of Grizzly Island Road to the FEMA 100-year flood elevation, protecting the PG&E tower footings with access and protective berms, raising the Pond 4 levees to 100-year high-tide elevations. In addition to these project elements, the proposed widened base of Grizzly Island Road would provide future space to raise the road another foot to 11 NAVD88 as future conditions require.

The Commission staff worked with CDFW and Solano County to better understand the risk to the project and area from rising sea. CDFW states that the project is resilient to mid-century sea level and greatly improves the site when compared to current conditions. However, as noted by staff, the Suisun Marsh is very low in elevation, and is vulnerable to impacts from rising seas, particularly after mid-century. CDFW has not yet developed an adaptive management plan to address the potential impacts of climate change or other flooding issues over the extended life of the project. CDFW states that as sea level rise progresses, they will need to continue to assess the site conditions and those of the surrounding area to determine what adaptive management measures would be effective. Special Condition II-G requires sea level monitoring to inform the development of an adaptive management plan for the site. The permittees will commence an adaptive planning process when Mean High Water reaches an elevation of 8.4 NAVD88, leaving time to prepare for significant flooding of the public access

areas. The adaptation planning process will identify and implement long-term adaptive management measures for the tidal marsh, public access and roadway. The Pond 4 levee trail will be constructed at an elevation of 9.36 NAVD88 and the roadway, including the bike lanes will be constructed at an elevation of 10 NAVD88.

The Commission finds that as conditioned, specifically by Special Condition II-G, the proposed project is consistent with the McAteer-Petris sections and relevant San Francisco Bay Plan policies regarding safety of fill, flooding, and climate change.

- F. **Environmental Review.** The Suisun Marsh Habitat, Management, Preservation and Restoration Plan EIR was certified by CDFW in December 2011. The Suisun Marsh Habitat, Management, Preservation and Restoration Plan EIS Record of Decision was signed by the Bureau of Reclamation and the United States Fish and Wildlife Service in April 2014. The Hill Slough project is part of the programmatic analysis of the overall Plan, but was not evaluated at the project level.

The Drought Executive Order of April 25, 2014 by Governor Brown (January 17, 2014 Proclamation) directed CDFW to implement projects responding to drought conditions through habitat restoration on CDFW-owned or managed property for the benefit of fish and wildlife impacted by the drought. The executive order temporarily waived CEQA requirements.

- G. **Conclusion.** For all the above reasons, the Commission finds, declares, and certifies that, subject to the Special Conditions stated herein, the project authorized herein is consistent with the McAteer-Petris Act, the *San Francisco Bay Plan*, the Commission's Regulations, the Suisun Marsh Preservation Act, and the *Suisun Marsh Protection Plan*.

IV. Standard Conditions

- A. **Permit Execution.** This permit shall not take effect unless the permittees executes the original of this permit and return it to the Commission within ten days from the date of the issuance. No work shall be done until the acknowledgment is duly executed and returned to the Commission.
- B. **Notice of Completion.** The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.
- C. **Permit Assignment.** The rights, duties, and obligations contained in this permit are assignable. When the permittees transfer any interest in any property either on which the activity is authorized to occur or which is necessary to achieve full compliance of one or more conditions to this permit, the permittees/transferor and the transferee shall execute and submit to the Commission a permit assignment form acceptable to the Executive Director. An assignment shall not be effective until the assignee executes and the Executive Director receives an acknowledgment that the assignee has read and understands the permit and agrees to be bound by the terms and conditions of the permit, and the assignee is accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the permit.

- D. **Permit Runs with the Land.** Unless otherwise provided in this permit, the terms and conditions of this permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.
- E. **Other Government Approvals.** All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city or county in which the work is to be performed, whenever any of these may be required. This permit does not relieve the permittees of any obligations imposed by State or Federal law, either statutory or otherwise.
- F. **Built Project must be Consistent with Application.** Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the permit and any plans approved in writing by or on behalf of the Commission.
- G. **Life of Authorization.** Unless otherwise provided in this permit, all the terms and conditions of this permit shall remain effective for so long as the permit remains in effect or for so long as any use or construction authorized by this permit exists, whichever is longer.
- H. **Commission Jurisdiction.** Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this permit. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction.
- I. **Changes to the Commission's Jurisdiction as a Result of Natural Processes.** This permit reflects the location of the shoreline of San Francisco Bay when the permit was issued. Over time, erosion, avulsion, accretion, subsidence, relative sea level change, and other factors may change the location of the shoreline, which may, in turn, change the extent of the Commission's regulatory jurisdiction. Therefore, the issuance of this permit does not guarantee that the Commission's jurisdiction will not change in the future.
- J. **Violation of Permit May Lead to Permit Revocation.** Except as otherwise noted, violation of any of the terms of this permit shall be grounds for revocation. The Commission may revoke any permit for such violation after a public hearing held on reasonable notice to the permittees or its assignee if the permit has been effectively assigned. If the permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this permit shall be removed by the permittees or its assignee if the permit has been assigned.

- K. **Should Permit Conditions Be Found to be Illegal or Unenforceable.** Unless the Commission directs otherwise, this permit shall become null and void if any term, standard condition, or special condition of this permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this permit becomes null and void, any fill or structures placed in reliance on this permit shall be subject to removal by the permittees or its assignee if the permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.
- L. **Permission to Conduct Site Visit.** The permittees shall grant permission to any member of the Commission's staff to conduct a site visit at the subject property during and after construction to verify that the project is being and has been constructed in compliance with the authorization and conditions contained herein. Site visits may occur during business hours without prior notice and after business hours with 24-hour notice.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

of these facts to the board of supervisors and requests that the board appoint those who have filed declarations of candidacy.

The District scheduled a general election for November 7, 2017 to fill the four positions. The Solano County Registrar of Voters ("Registrar") on behalf of the District received four valid declarations of candidacy, one from a qualified landowner for the vacated office and three from qualified landowners for the terms expiring and did not receive a petition signed by 50 voters requesting a general district election.

The Registrar requests that the Board of Supervisors appoint the declared qualified candidate, Sean Favero, as a Director to hold office until noon December 6, 2019 and the three declared qualified candidates, Ryan J. Mahoney, Harold E. Robben, Jr. and Mortimer "Mort" Triplett as Directors with terms to expire at noon on December 3, 2021.

FINANCIAL IMPACT:

There is no cost to the County involved in making these appointments.



**SOLANO
COUNTY**

REGISTRAR OF VOTERS

IRA ROSENTHAL

Chief Information Officer
Registrar of Voters
IJRosenthal@solanocounty.com
(707) 784-6675

August 30, 2017

JOHN H. GARDNER

Assistant Registrar of Voters
JHGardner@solanocounty.com
(707) 784-3366

Certificate of Facts

I, Ira J. Rosenthal, Registrar of Voters of Solano County, State of California, do hereby certify that the number of nominees for the office of Member of the Board of Directors, Maine Prairie Water District, did not exceed the number of offices to be filled for the Maine Prairie Water District Election to be held on November 7, 2017.

Number of Positions: 3 full term and 1 short term
Member: Board of Directors

Number of Candidates: 3 for a full term and 1 short term
District: Vote-At-Large

A petition signed by 50 voters in the district requesting that a District Election be held, has not been presented to me.

In accordance with California Elections Code §10515, I hereby request that the Solano County Board of Supervisors at a regular or special meeting held prior to the Monday before the first Friday in December appoint the following candidate(s) who filed a declaration of candidacy and who shall take office and serve exactly as if elected at the District Election.

A handwritten signature in black ink, appearing to read "Ira J. Rosenthal".

Ira J. Rosenthal
Registrar of Voters

cc: Maine Prairie Water District

675 Texas Street, Suite 2600
Fairfield, CA 94533
(707) 784-6675
Fax (707) 784-6678

www.solanocounty.com/elections

Staff and the County's legislative advocate, Karen Lange of Shaw/Yoder/Antwih, Inc., will provide an end-of-session legislative update on the 2017 Legislation Session. A detailed State legislative update and Federal Legislative Update are contained in Attachments A and B respectively.

Immigration Related Legislation

Attachment C is a matrix of immigration related bills (Attachment C) passed by the Legislature during the 2017 legislative session and presented to the Governor for signature. Among the bills is Senate Bill 54 authored by Senate Pro tempore Kevin de León which will limit the involvement of local public agencies in federal immigration issues and make California a "sanctuary state". Specifically SB 54 limits state and local law enforcement communication with federal immigration authorities, and prevents law enforcement officers from questioning and holding people on immigration violations. The language for SB 54 is contained in Attachment D.

After much debate in both the State Senate and the State Assembly, the State of California Legislature approved SB 54 with a 27-11 vote along party lines. But the bill sent to Governor Brown was drastically scaled back from the version first introduced, the result of tough negotiations between Governor Brown and Senate Pro tem de León in the final week of the legislative session. Although the Governor's concerns were mainly related to public safety, the California State Sheriffs' Association remained opposed to the version approved by the Legislature on the last day of legislative session. When signed by the Governor, SB 54 will be the new official legal guidelines.

In response to the City of Vallejo's request for Solano County to pass a resolution designating the County as a sanctuary jurisdiction, the Legislative Committee met on August 21, 2017 to discuss the matter. The discussion included considering legislative actions taken by other local agencies relative to immigration and reviewing the status of immigration legislation pending in the State Legislature. A copy of the August 21, 2017 Legislative Committee agenda can be located by clicking on the link below.

<http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=27221>

After a lengthy discussion of other local agencies actions relative to immigration policies, the Legislative Committee recommended incorporating "Legislative Platform Principles" as part of the development of the 2018 Legislative Platform which was set to begin mid-September with anticipated Board approval by mid-November or early December. A copy of the proposed Legislative Platform Principles is contained in Attachment E.

During public comment at the Solano County Board of Supervisors meeting on September 12, 2017 several community members spoke in favor of the County adopting a resolution proposed by District 2 Supervisor, Monica Brown (Attachment F). Supervisor Skip Thomson requested the Board consider the item and encouraged it be agendaized and discussed at a future Board meeting. Supervisor Brown requested the resolution be included on the September 26, 2017 agenda.

ALTERNATIVES:

The Board may wish to not receive a report at this time.

OTHER AGENCY INVOLVEMENT:

Staff consulted with the County's state and federal legislative advocates and County Department Heads in the development of this report.

State Legislative Update

General Outlook

The Legislature has adjourned for the year. Major legislative action this year included passing a transportation funding measure (SB 1), extending Cap-and-Trade with a 2/3 vote and approving a spending plan for the funds generated, a housing package including a housing bond (to go on the November, 2018 ballot) and a parks / resources bond for the June, 2018 ballot.

Adopted State Budget

The state budget was once again approved on time. There was great uncertainty surrounding the proposal on the In-Home Supportive Services (IHSS) Program proposal to shift cost responsibilities away from the State and back to the counties. A proposal of that magnitude would have had an immediate and immense impact on county budgets, potentially costing nearly \$700 million to counties.

Ultimately, the Governor, the Legislature and counties worked out a phased-in approach to this shift which will occur over the next four years. In the 2017-2018 budget, the agreement increases costs to counties by – on average – 5% for IHSS. While not ideal (in that the State returned the MOE responsibilities to counties), this was the best situation that could be crafted given the Governor's firm stance on shedding the escalating IHSS cost responsibilities.

In addition to what the California State Association of Counties (CSAC) could bargain for with the Administration and the Legislature, Shaw / Yoder / Antwih, Inc. – in conjunction with the governing board of the California Medical Services Program (CMSP), of which Solano County is a participating county – succeeded in a proposal to allow CMSP revenues to also be utilized by CMSP member counties to further reduce any potential hit in 2017-18 and – hopefully – 2018-19 as well.

A more comprehensive overview of the budget was provided to the County shortly after its passage, noting other matters of interest. CSAC has approved the final formula for the IHSS MOE shift implementation.

In the last week of the legislative year, the Legislature also approved additional budget trailer bills, which the Governor has already signed as follows:

- AB 109 by Assemblymember Philip Y. Ting (D-San Francisco) – Budget Act of 2017.
- AB 129 by the Committee on Budget – Education finance.
- AB 130 by the Committee on Budget – Health and human services.
- AB 131 by the Committee on Budget – Taxation.
- AB 133 by the Committee on Budget – Cannabis Regulation.
- AB 134 by the Committee on Budget – Budget Act of 2017.
- AB 135 by the Committee on Budget – Transportation.

County Sponsored Legislation

Senator Dodd carried SB 365, which authorizes the formation of a county-wide park and open space district in Solano County. The Governor signed SB 365 into law a few weeks ago.

Cannabis Regulation

The Legislature considered dozens of cannabis-related bills in 2017; however, the Administration expressed concern about continued statutory changes during the final stages of recreational cannabis rulemakings, leading up to January 1, 2018. In that vein, the Governor's office asked the Legislature to hold those measures for the year. However, the

Administration did propose, as part of a budget trailer bill, some additional clean-up in anticipation of recreational cannabis being sold in 2018 – those matters were included in AB 133, which is listed above, and intended to be technical and clarifying. There were significant concerns relayed to the Legislature by local governments about the coordination between the State and local agencies regarding the status of locally-issue permits to obtain state licensing. The Administration is committed to resolving these issues through the emergency regulations process this fall.

General Local Government

The two measures that generated the most concern for local governments, including Solano County, were AB 1250 (Jones-Sawyer) and SB 649 (Hueso). The County opposed both measures.

AB 1250 would have created a massive new amount of work for counties that contracted out for any services. It would have required counties conduct analysis on the costs of using in-house staff versus contractors, but prohibited key cost-drivers from being included in the calculation, thus prejudicing the outcome towards using only county staff. A large and diverse coalition of opposition developed, which included small business, non-profits, various county affiliates and county boards of supervisors. The Senate elected to hold the bill in the Senate Rules Committee for the remainder of the year. The County should expect to revisit this issue in 2018, as the proponents of the measure are unlikely to give up.

SB 649 has been sent to the Governor. This measure makes two major changes to how wireless facilities will be permitted for new technology – 1) it makes wireless permits ministerial instead of discretionary, and it caps the fees that any local agency can charge for use of the jurisdiction's vertical infrastructure (utility, telephone, lighting and traffic poles, as well as rooftops, etc.) to \$250 plus costs. Local agencies will be prohibited from charging market rates. The County should send a request to veto the measure to the Governor as soon as possible.

Housing Package

After several stops and starts over the last two years, the Legislature approved a package to create new affordable housing, streamline permitting for housing projects in jurisdictions that have not met their target per their regional housing assessment needs, establish a permanent source of affordable housing funding and a bond for the November 2018 ballot. The full complement of bills that are considered part of the package are as follows:

- SB 2 (Atkins) creates a permanent source of funding for affordable housing.
- SB 3 (Beall) proposes \$4 billion bond measure to kick start the affordable housing construction our state needs.
- SB 35 (Wiener) holds local communities accountable by streamlining housing approvals in cities that aren't meeting their state-mandated housing goals.
- SB 540 (Roth) will incentivize and streamline housing construction to help solve our state's dire housing shortage.
- SB 167 (Skinner) and SB 166 (Skinner) aim to remove barriers to housing construction and increase housing development across all affordability levels.
- AB 1505 (Bloom) restores local governments' ability to increase the supply of affordable housing units in cities across California.
- AB 72 (Santiago) gives the state the authority to enforce California housing element laws.
- AB 73 (Chiu) will streamline and incentivize housing production at the local level.
- AB 678 (Bocanegra) strengthens housing accountability.

- AB 571 (Garcia) will provide more low-income housing for farmworkers across the state.
- AB 879 (Grayson) requires local governments to collect information on the nongovernmental hurdles to housing development.
- AB 1397 (Low) strengthens local housing planning laws.
- AB 1515 (Daly) strengthens California's housing accountability laws.
- AB 1521 (Bloom) will preserve existing affordable housing stock.

Water/Delta/Flood

As of this writing, we are still anticipating the release of the audit requested by then-Senator Wolk and Assemblymember Eggman in 2016 related to state expenditures in support of the BDCP/WaterFix. The release date has been pushed back twice and is now expected sometime in October. The latest extension on the release followed a report on the federal side that federal agencies had improperly funded work in support of the same proposal.

SB 231 (Hertzberg) is to the Governor. This measure makes critical definitional changes to stormwater to include sewer, which then authorizes counties, cities, and local water agencies to finance storm water projects in the same manner as other public works projects under Proposition 218.

The Legislature passed AB 313 (Gray) in the final hours session. AB 313 requires that unbiased administrative law judges conduct water rights enforcement hearings, instead of the State Water Board. The bill establishes a new water rights management structure, creating a new Water Rights Division in the Office of Administrative Hearings to handle all water rights matters. The shift removes conflicts of interest and built-in biases in the current system. The State Water Board has the power to write regulations, initiate enforcement actions, and conduct hearings in its own courtroom in which Board staff act as the prosecution and Board members act as judge and jury. Under AB 313, administrative law judges in the new Water Rights Division would handle all water rights matters, providing a neutral body for hearings regarding those complicated, and often controversial, issues.

SB 606 (Skinner) and AB 1668 (Friedman), which would have mandated water conservation, were both made into two-year bills.

The Legislature also approved a parks / resources bond for the June 5, 2018 ballot. There were significant last-minute negotiations that whittled down the amount of funding available for Delta interests. The bond total is \$4.1 billion, and of that, about \$250 million will be available for projects in the Delta. Language from Proposition 1, which precluded funds from being used towards the Twin Tunnels, is also contained in the new parks / resources bond. A detailed breakdown of the funding streams proposed in SB 5 has been provided to county staff.

Transportation

Prior to adjourning for Spring Break, the Legislature approved SB 1 (Beall), which was the product of nearly four years' worth of work and negotiation on a transportation package that included funding for local streets and roads. Shortly thereafter, an effort was launched to repeal SB 1 and to unseat one Senate Democrat who voted for the measure. Already, two separate referendums on SB 1 have been cleared for circulation. There may be other efforts to qualify a referendum in the coming months. The recall effort is also underway with a possible election occurring in November, shortly after the increased gas tax takes effect.

Cap and Trade

Budget trailer bills AB 109, AB 134, SB 93, and SB 119 which contain proposed Cap and Trade expenditures were sent to the Governor. See diagram below.

2017-18 Cap and Trade Spending Plan
40% Discretionary Portion
(millions of dollars)

Investment Category	Program	Amount
Air Quality (diesel reduction, low carbon transportation)	Cari Moyer Program, AQIP	\$250
	Agricultural Diesel Engine Replacement & Upgrades	85
	Clean Vehicle Rebate Project	140
	Freight Hubs/Ports: Zero Emission Freight Equipment Pilot	140
	Commercial Deployment Projects	
	Clean Buses and Trucks	180
	Enhanced Fleet Modernization Program, School Buses & Transportation Equity Projects	100
	<i>Subtotal, Air Quality</i>	<i>(\$895)</i>
Air Quality Related, Local Action	AB 617 State and Local Implementation Costs	\$12
	Technical Assistance to Community Groups	5
	Transformative Climate Communities	10
	<i>Subtotal, Air Quality-Related and Local</i>	<i>(\$27)</i>
Sustainable Agriculture	Methane Reduction	\$99
	Energy Efficiency	60
	Renewable Energy	6
	<i>Subtotal, Sustainable Agriculture</i>	<i>(\$165)</i>
Sustainable Forests	Fire Prevention and Healthy Forests	\$200
	Local Fire Response/Emergency Fire Protection	25
	<i>Subtotal, Sustainable Forests</i>	<i>(\$225)</i>
Short-Lived Climate Pollutants, Carbon Sequestration, Greening	Recycling Infrastructure	\$40
	Urban Forestry	20
	Urban Greening	26
	Wetlands Restoration	15
	<i>Subtotal, Short-Lived Pollutants, Sequestration, Greening</i>	<i>(\$101)</i>
Climate Adaptation & Resiliency, Research	Low Income Weatherization	\$18
	Natural Land Adaptation	20
	Coastal Adaptation	6
	Research	11
	<i>Subtotal, Adaptation, Resiliency, Research</i>	<i>(\$55)</i>
Off-the-top Accounting	SRA backfill (40% share of costs)	\$32
Total		\$1,500

Looking Ahead

The Governor's final term will conclude in 2018, teeing up a crowded field of gubernatorial candidates that will likely oversee either the forward progress or total halt of the California WaterFix.

In addition to AB 1250 being made a two-year bill, many other issues of interest to counties have similarly been rolled over to the second year of the two-year session including, but not limited to, bail reform (e.g. SB 10 - Hertzberg), increased alternative energy goals (SB 100 – de Leon) and the single-payer health proposal (SB 562 – Lara). Undoubtedly many other issues will arise as well prior to or after January 3, 2018 when the Legislature reconvenes.

Federal Legislative Update

Fiscal Year 2018 Budget

Continuing Resolution Approved

Congress recently passed and President Trump signed into law a short-term Continuing Resolution (CR) that keeps the federal government operating through December 8. Under the CR, all federal agencies, departments, and programs are receiving level (FY 17) funding through the aforementioned date. While passage of the stop-gap spending bill ensures that there will be no government shutdown on October 1, the decision to delay consideration of a long-term budget sets the stage for a potential year-end showdown over fiscal year 2018 spending.

It should be noted that the bill carrying the CR also included a short-term extension of the debt ceiling. While top Republicans and Treasury Secretary Steve Mnuchin were seeking to suspend the debt limit for as long as an additional 18 months, President Trump ultimately agreed to side with congressional Democrats, who were pushing for a three-month extension. The legislative package also extends the National Flood Insurance Program (NFIP) into December.

House Omnibus

On a closely related budget matter, the House approved last week a fiscal year 2018 omnibus spending measure (HR 3354). The \$1.2 trillion bill, which would provide a full year's worth of appropriations for every federal department, was approved by the House on a vote of 211-98 (an indication of the partisan nature of the ongoing budget deliberations).

All told, the 12-bill package would provide \$621 billion for defense programs and \$510 billion for domestic discretionary programs. Notably, the legislation's defense spending number is \$72 billion higher than what is allowed for under the Budget Control Act (BCA) of 2011. Accordingly, if the bill were to be approved and signed into law as currently written, it would trigger automatic spending cuts, known as sequestration, in FY 18.

Looking ahead, and because the House omnibus busts the BCA's defense spending cap, the bill will serve as a placeholder for House Republicans when broader budget negotiations begin with the Senate later in the year. For their part, Senate Democrats have indicated that any increase in funding for defense must be matched by corresponding increases in domestic discretionary spending. Democrats in the upper chamber will wield substantial bargaining power as part of the budget talks due to the GOP's need to attract 60 votes for Senate passage of any appropriations measure.

Senate Appropriations

The Senate Appropriations Committee is continuing its slow march toward approving its FY 18 spending bills. To date, the committee has cleared eight of the 12 funding measures, with the remaining four bills (Defense, Financial Services, DHS, and Interior/Environment) expected to be marked up in the next week or so.

It should be noted that the Senate Appropriations Committee is writing its FY 18 spending legislation based on FY 17 levels (which is \$5 billion more than the BCA caps allow but \$62 billion less than the House omnibus appropriations package).

Health Care

There is a last-ditch attempt in the Senate to approve an Affordable Care Act (ACA) repeal and replacement bill. The latest effort is being led by four Republican senators who maintain that their legislation would enable each state to operate its own health insurance and coverage system, including allowing a state to continue within the ACA structure if it chooses to do so. Under the bill, states would receive federal Medicaid funding through a per-capita block grant starting October 1, 2019; moreover, Medicaid expansion funds (a key component of the ACA) would be capped and provided to all 50 states, though those funds would be eliminated beginning in fiscal year 2026. As a result, the 30 states that have expanded Medicaid – including California – would be especially hard hit (under the bill, CA would realize a nearly 50 percent Medicaid cut by 2026).

Senators Feinstein and Harris are well aware of the bill's severe impact on the state and CA counties. As of this writing, the bill sponsors appear to be three votes short of the simple majority that is needed to replace the ACA under existing budget reconciliation rules. Those rules expire on September 30, which means sponsors have 12 days to move the legislation through the upper chamber.

Other Issues

Tax Reform

Comprehensive tax reform is the next big issue on the radar for both the Trump administration and congressional Republicans. Within the next week or two, the White House and GOP leaders are expected to release the details of their reform proposal. While it's unclear what will ultimately be included in the package, President Trump has repeatedly stated his desire to reduce the corporate income tax rate from a level of 35 percent down to 15 percent. The president also has indicated that he intends to simplify the tax code and focus on relief for the middle class, rather than seek a tax cut for the highest earners – a prospect that could help attract bipartisan support. While the president will aim for a bipartisan agreement, House Republicans are preparing to use the budget reconciliation process to avoid a potential Democratic filibuster in the Senate.

While certain tax reforms could significantly boost the economy, other elements of a tax package could impact key county priorities, including the tax exemption for municipal bonds and the deductibility of state and local taxes (SALT). Previous reform blueprints have called on both the muni bond exemption and the SALT deduction to be capped at a certain level, or to be eliminated altogether.

Infrastructure

Authorizing committees in both the House and Senate have continued to hold hearings on the need for increased investment in the nation's infrastructure. Recent oversight discussions – as

well as hearings planned for the coming weeks – represent an attempt on the part of the committees to jumpstart the conversation on a potential far-ranging infrastructure package.

For its part, the Trump administration has long indicated that a detailed infrastructure spending plan would be unveiled in the third quarter. That plan, to date, has not been released.

Looking ahead, and while tax reform is expected to be the primary focus of congressional leaders in the coming weeks, an infrastructure bill could begin to gain traction and move through the legislative process.

Immigration		
Bill ID/Topic	Location	Summary
AB 21 Kalra D Public postsecondary education: Access to Higher Education for Every Student.	ASSEMBLY ENROLLMENT 9/13/2017 - In Assembly. Concurrence in Senate amendments pending. May be considered on or after September 15 pursuant to Assembly Rule 77. Assembly Rule 77(a) suspended. Senate amendments concurred in. To Engrossing and Enrolling.	(1)Existing law establishes the California State University, under the administration of the Trustees of the California State University; the University of California, under the administration of the Regents of the University of California; the California Community Colleges; and independent institutions of higher education as the 4 segments of postsecondary education in this state. This bill would express findings and declarations of the Legislature relating to the possible impacts on public postsecondary educational institutions in this state of changes in federal immigration policies and enforcement. This bill contains other related provisions and other existing laws. Last Amended on 9/8/2017
AB 291 Chiu D Housing: immigration.	ASSEMBLY ENROLLMENT 9/11/2017 - Senate amendments concurred in. To Engrossing and Enrolling.	(1)Existing law, the State Bar Act, makes it a cause for suspension, disbarment, or other discipline for any member of the State Bar to report suspected immigration status or threaten to report suspected immigration status of a witness or party to a civil or administrative action or his or her family member, as defined, to a federal, state, or local agency because the witness or party exercises or has exercised a right related to his or her employment. This bill would expand that provision to make it a cause for suspension, disbarment, or other discipline for a member of the State Bar to report suspected immigration status or threaten to report suspected immigration status of a witness or party to a civil or administrative action or his or her family member, as defined, to a federal, state, or local agency because the witness or party exercises or has exercised a right related to the hiring of residential real property. This bill contains other related provisions and other existing laws. Last Amended on 8/28/2017
AB 299 Calderon D Hiring of real property: immigration or citizenship status.	ASSEMBLY ENROLLMENT 9/15/2017 - In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.	Existing law prohibits any city, county, or city and county from compelling a landlord or any agent of the landlord to take any action, as specified, based on the immigration or citizenship status of a tenant, prospective tenant, occupant, or prospective occupant of residential rental property. Existing law provides that these prohibitions do not prohibit a landlord from complying with any legal obligation under federal law. This bill would revise this prohibition to include a "public entity," which the bill would define to include the state, as defined, a city, county, city and county, district, public authority, public agency, and any other political subdivision or public corporation in the state. The bill would clarify that the term "federal law" in the provision described above includes any legal obligation of a landlord under a federal government program that provides for rent limitations or rental assistance to qualified tenant, and would broaden that provision to include any legal obligation of a landlord under a subpoena, warrant, or other order issued by a court. This bill contains other related provisions. Last Amended on 9/5/2017
AB 450 Chiu D Employment regulation: immigration worksite enforcement actions.	ASSEMBLY ENROLLMENT 9/13/2017 - In Assembly. Concurrence in Senate amendments pending. May be considered on or after September 15 pursuant to Assembly Rule 77. Assembly Rule 77(a) suspended. Senate	Existing law prohibits an employer or other person or entity from engaging in, or to directing another person or entity to engage in, unfair immigration-related practices against a person for exercising specified rights. Existing law defines unfair immigration-related practices for these purposes. Existing law grants the Labor Commissioner access to places of labor and authorizes the commissioner to conduct investigations and prosecute actions in relation to the prescribed duties of the office. Existing law creates the Labor Enforcement and Compliance

	<p>amendments concurred in. To Engrossing and Enrolling.</p>	<p>Fund, moneys in which, upon appropriation by the Legislature, are available to support the Division of Labor Standards Enforcement. This bill would impose various requirements on public and private employers with regard to federal immigration agency immigration worksite enforcement actions. Except as otherwise required by federal law, the bill would prohibit an employer or other person acting on the employer's behalf from providing voluntary consent to an immigration enforcement agent to enter nonpublic areas of a place of labor unless the agent provides a judicial warrant, except as specified. Except as required by federal law, the bill would prohibit an employer or other person acting on the employer's behalf from providing voluntary consent to an immigration enforcement agent to access, review, or obtain the employer's employee records without a subpoena or court order, subject to a specified exception. The bill would grant the Labor Commissioner or the Attorney General the exclusive authority to enforce these provisions and would require that any penalty recovered be deposited in the Labor Enforcement and Compliance Fund. The bill would prescribe penalties for failure to satisfy the prohibitions described above of \$2,000 up to \$5,000 for a first violation and \$5,000 up to \$10,000 for each subsequent violation, as defined. The bill would specify circumstances for which penalties do not apply. This bill contains other existing laws. Last Amended on 9/8/2017</p>
<p>AB 699 O'Donnell D</p> <p>Educational equity: immigration and citizenship status.</p>	<p>ASSEMBLY ENROLLMENT 9/15/2017 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law states the policy of the State of California to afford all persons in public schools, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other specified characteristic, equal rights and opportunities in the educational institutions of the state. Existing law prohibits discrimination on the basis of those specific characteristics in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid. Existing law requires the State Department of Education to assess whether local educational agencies have taken certain actions related to educational equity, including adopting a policy that prohibits, and adopting a process for receiving and investigating complaints of, discrimination, harassment, intimidation, and bullying based on those actual or perceived specified characteristics. This bill would expressly include immigration status in the specified characteristics for purposes of those provisions. This bill contains other related provisions and other existing laws. Last Amended on 9/8/2017</p>
<p>AB 1440 Kalra D</p> <p>Peace officers.</p>	<p>ASSEMBLY CHAPTERED 7/24/2017 - Approved by the Governor. Chaptered by Secretary of State - Chapter 116, Statutes of 2017.</p>	<p>Under existing law, federal criminal investigators and law enforcement officers are not California peace officers, but are authorized to exercise the powers of arrest of a peace officer in this state under specified circumstances, including when probable cause exists to believe that a public offense that involves immediate danger to persons or property has just occurred or is being committed. This bill would specify that United States Immigration and Customs Enforcement officers and United States Customs and Border Protection officers are not California peace officers. Last Amended on 6/14/2017</p>
<p>SB 29 Lara D</p> <p>Law enforcement: immigration.</p>	<p>SENATE ENROLLMENT 9/13/2017 - Assembly amendments concurred in. (Ayes 27. Noes 13.) Ordered to engrossing and enrolling.</p>	<p>Existing law generally regulates formation and enforcement of contracts, including what constitutes an unlawful contract. Under existing law, a contract is unlawful if it is contrary to an express provision of law, contrary to the policy of express law, though not expressly prohibited, or otherwise contrary to good morals. This bill would, commencing on January 1, 2018, prohibit a city, county, city and county, or a local law enforcement agency that does not, as of that date, have a contract with the federal government or any federal agency or a private corporation to detain noncitizens for the purposes of civil immigration custody from</p>

		<p>entering into a contract with those entities to house or detain in a locked detention facility noncitizens for purposes of civil immigration custody. The bill would further prohibit a city, county, city and county, or local law enforcement agency that, as of January 1, 2018, has an existing contract with the federal government or any federal agency or a private corporation to house or detain noncitizens for purposes of civil immigration custody, from renewing or modifying that contract, on and after that date, in a manner that would expand the maximum number of contract beds that may be utilized to house or detain, in a locked detention facility, noncitizens for purposes of civil immigration custody. This bill would prohibit, on and after January 1, 2018, a city, county, city and county, or a public agency from approving or signing a deed, instrument, or other document related to a conveyance of land or issuing a permit for the building or reuse of existing buildings by a private corporation, contractor, or vendor to house or detain noncitizens for the purposes of civil immigration proceedings unless the city, county, city and county, or public agency has provided specified notice to the public and solicited and heard public comments regarding the action. This bill contains other related provisions and other existing laws. Last Amended on 9/8/2017</p>
<p><u>SB 31</u> <u>Lara D</u></p> <p>California Religious Freedom Act: state agencies: disclosure of religious affiliation information.</p>	<p>SENATE ENROLLMENT 9/15/2017 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 36. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>Existing law prohibits a state agency from including a question regarding an applicant's race, sex, marital status, or religion in any application form for employment. This bill would prohibit a state or local agency or a public employee acting under color of law from providing or disclosing to the federal government personal information regarding a person's religious beliefs, practices, or affiliation, as specified, when the information is sought for compiling a database of individuals based on religious belief, practice, or affiliation, national origin, or ethnicity for law enforcement or immigration purposes. The bill would also prohibit a state agency from using agency resources to assist with any government program compiling such a database, or from making state databases available in connection with an investigation or enforcement under such a program. The bill would prohibit state and local law enforcement agencies and their employees from collecting personal information on the religious beliefs, practices, or affiliation of any individual, except as part of a targeted investigation, as provided, or where necessary to provide religious accommodations. The bill would also prohibit law enforcement agencies from using agency or department moneys, facilities, property, equipment, or personnel to investigate, enforce, or assist in the investigation or enforcement of any criminal, civil, or administrative violation, or warrant for a violation, of any requirement that individuals register with the federal government or any federal agency based on religion, national origin, or ethnicity. The bill would also terminate, to the extent of any conflict, any existing agreements that make any agency or department information or database available in conflict with these provisions. The bill would not prevent the collection, retention, or disclosure of personal information or documents as required by Federal law or a court order. The bill would provide that an agency or employee would only be deemed to be in violation of its provisions if the agency or employee acted with actual knowledge that the information shared would be used for purposes prohibited by these provisions. This bill contains other related provisions. Last Amended on 9/8/2017</p>
<p><u>SB 54</u> <u>De León D</u></p> <p>Law enforcement: sharing data.</p>	<p>SENATE ENROLLMENT 9/16/2017 - Assembly amendments concurred in. (Ayes 27. Noes 11.) Ordered to engrossing and enrolling.</p>	<p>Existing law provides that when there is reason to believe that a person arrested for a violation of specified controlled substance provisions may not be a citizen of the United States, the arresting agency shall notify the appropriate agency of the United States having charge of deportation matters. This bill would repeal those provisions. This bill contains other related provisions and other existing laws. Last Amended on 9/11/2017</p>

<p>SB 68 Lara D</p> <p>Public postsecondary education: exemption from nonresident tuition.</p>	<p>SENATE ENROLLMENT 9/14/2017 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 29. Noes 10.) Ordered to engrossing and enrolling.</p>	<p>(1)Existing law exempts a student, other than a nonimmigrant alien, as defined, from paying nonresident tuition at the California State University and the California Community Colleges if the student meets certain requirements, including high school attendance in California for 3 or more years or attainment of credits earned in California from a California high school equivalent to 3 or more years of full-time high school coursework and a total of 3 or more years of attendance at California elementary and secondary schools. This bill would instead exempt a student, other than a nonimmigrant alien, from nonresident tuition at the California State University and the California Community Colleges if the student has a total of 3 or more years of attendance, or attainment of equivalent credits earned while in California, California high schools, California adult schools, campuses of the California Community Colleges, or a combination of those schools, as specified, or the student completes 3 or more years of full-time high school coursework, and a total of 3 or more years of attendance in California elementary schools, California secondary schools, or a combination of California elementary and secondary schools. The bill would also require that the student graduate from a California high school or attain the equivalent, attain an associate degree from a campus of the California Community Colleges, or fulfill minimum transfer requirements established for the University of California or the California State University for students transferring from campuses of the California Community Colleges. This bill contains other related provisions and other existing laws. Last Amended on 9/8/2017</p>
<p>SB 613 De León D</p> <p>Immigration status.</p>	<p>SENATE ENROLLMENT 9/15/2017 - Read third time. Passed. Ordered to the Senate. In Senate. Ordered to engrossing and enrolling.</p>	<p>(1)Existing law requires the Division of Juvenile Justice to cooperate with the United States Bureau of Immigration in arranging for the deportation of all aliens who are committed to it. This bill would repeal that provision. This bill contains other related provisions and other existing laws.</p>

AMENDED IN ASSEMBLY SEPTEMBER 11, 2017

AMENDED IN ASSEMBLY JULY 10, 2017

AMENDED IN ASSEMBLY JUNE 19, 2017

AMENDED IN SENATE MARCH 29, 2017

AMENDED IN SENATE MARCH 6, 2017

AMENDED IN SENATE MARCH 1, 2017

AMENDED IN SENATE JANUARY 24, 2017

SENATE BILL

No. 54

Introduced by Senator De León

(Principal coauthors: Senators Atkins, Beall, Pan, Skinner, and Wiener)

(Principal coauthors: Assembly Members Bonta, Chiu, Cooper, Gomez, Levine, Reyes, and Santiago)

December 5, 2016

An act to *amend Sections 7282 and 7282.5 of, and to add Chapter 17.25 (commencing with Section 7284) to Division 7 of Title 1 of, the Government Code, and to repeal Section 11369 of the Health and Safety Code, and to add Section 3058.10 to the Penal Code*, relating to law enforcement.

LEGISLATIVE COUNSEL'S DIGEST

SB 54, as amended, De León. Law enforcement: sharing data.

Existing law provides that when there is reason to believe that a person arrested for a violation of specified controlled substance provisions may not be a citizen of the United States, the arresting agency shall notify

the appropriate agency of the United States having charge of deportation matters.

This bill would repeal those provisions.

Existing law provides that whenever an individual who is a victim of or witness to a hate crime, or who otherwise can give evidence in a hate crime investigation, is not charged with or convicted of committing any crime under state law, a peace officer may not detain the individual exclusively for any actual or suspected immigration violation or report or turn the individual over to federal immigration authorities.

This bill would, among other things and subject to exceptions, prohibit state and local law enforcement agencies, including school police and security departments, from using ~~resources~~ *money or personnel* to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, as ~~specified~~ *specified, and would, subject to exceptions, proscribe other activities or conduct in connection with immigration enforcement by law enforcement agencies. The bill would apply those provisions to the circumstances in which a law enforcement official has discretion to cooperate with immigration authorities.* The bill would require, by ~~April~~ *October 1, 2018*, the Attorney General, in consultation with the appropriate stakeholders, to publish model policies limiting assistance with immigration enforcement to the fullest extent possible for use by public schools, public libraries, health facilities operated by the state or a political subdivision of the state, and courthouses, among others. The bill would ~~require~~ *require, among others*, all public schools, health facilities operated by the state or a political subdivision of the state, and courthouses to implement the model policy, or an equivalent policy. The bill would state ~~that~~ *that, among others*, all other organizations and entities that provide services related to physical or mental health and wellness, education, or access to justice, including the University of California, are encouraged to adopt the model policy. The bill would ~~require, every 6 months,~~ *require* that a law enforcement agency that chooses to participate in a joint law enforcement task force, as defined, submit a report *annually* pertaining to task force operations to the Department of Justice, as specified. The bill would require the Attorney General, by March 1, 2019, and ~~twice a year~~ *annually* thereafter, to report on the types and frequency of joint law enforcement task forces, and other information, as specified, and to post those reports on the Attorney General's Internet Web site. ~~The bill would require the Board of Parole Hearings or the Department of Corrections and Rehabilitation, as applicable, to notify United States~~

~~Immigration and Customs Enforcement of the scheduled release on parole or postrelease community supervision, or rerelease following a period of confinement pursuant to a parole revocation without a new commitment, of all persons confined to state prison serving a current term for the conviction of a violent or serious felony, or who has a prior conviction for a violent or serious felony. The bill would require law enforcement agencies to report to the department annually regarding transfers of persons to immigration authorities. The bill would require the Attorney General to publish guidance, audit criteria, and training recommendations regarding state and local law enforcement databases, for purposes of limiting the availability of information for immigration enforcement, as specified. The bill would require the Department of Corrections and Rehabilitation to provide a specified written consent form in advance of any interview between a person in department custody and the United States Immigration and Customs Enforcement regarding civil immigration violations.~~

This bill would state findings and declarations of the Legislature relating to these provisions.

By imposing additional duties on public schools *and local law enforcement agencies*, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 **SECTION 1.** *Section 7282 of the Government Code is amended*
- 2 *to read:*
- 3 7282. For purposes of this chapter, the following terms have
- 4 the following meanings:
- 5 (a) “Conviction” shall have the same meaning as subdivision
- 6 (d) of Section 667 of the Penal Code.

1 (b) “Eligible for release from custody” means that the individual
2 may be released from custody because one of the following
3 conditions has occurred:

4 (1) All criminal charges against the individual have been
5 dropped or dismissed.

6 (2) The individual has been acquitted of all criminal charges
7 filed against him or her.

8 (3) The individual has served all the time required for his or her
9 sentence.

10 (4) The individual has posted a bond.

11 (5) The individual is otherwise eligible for release under state
12 or local law, or local policy.

13 ~~(e) “Immigration hold” means an immigration detainer issued
14 by an authorized immigration officer, pursuant to Section 287.7
15 of Title 8 of the Code of Federal Regulations, that requests that
16 the law enforcement official to maintain custody of the individual
17 for a period not to exceed 48 hours, excluding Saturdays, Sundays,
18 and holidays, and to advise the authorized immigration officer
19 prior to the release of that individual.~~

20 *(c) “Hold request,” “notification request,” and “transfer
21 request” have the same meanings as provided in Section 7283.
22 Hold, notification, and transfer requests include requests issued
23 by the United States Immigration and Customs Enforcement or
24 the United States Customs and Border Protection as well as any
25 other immigration authorities.*

26 (d) “Law enforcement official” means any local agency or
27 officer of a local agency authorized to enforce criminal statutes,
28 regulations, or local ordinances or to operate jails or to maintain
29 custody of individuals in jails, and any person or local agency
30 authorized to operate juvenile detention facilities or to maintain
31 custody of individuals in juvenile detention facilities.

32 (e) “Local agency” means any city, county, city and county,
33 special district, or other political subdivision of the state.

34 (f) “Serious felony” means any of the offenses listed in
35 subdivision (c) of Section 1192.7 of the Penal Code and any offense
36 committed in another state which, if committed in California,
37 would be punishable as a serious felony as defined by subdivision
38 (c) of Section 1192.7 of the Penal Code.

39 (g) “Violent felony” means any of the offenses listed in
40 subdivision (c) of Section 667.5 of the Penal Code and any offense

1 committed in another state which, if committed in California,
2 would be punishable as a violent felony as defined by subdivision
3 (c) of Section 667.5 of the Penal Code.

4 *SEC. 2. Section 7282.5 of the Government Code is amended*
5 *to read:*

6 ~~7282.5.—(a) A law enforcement official shall have discretion~~
7 ~~to cooperate with federal immigration officials by detaining an~~
8 ~~individual on the basis of an immigration hold after that individual~~
9 ~~becomes eligible for release from custody only if the continued~~
10 ~~detention of the individual on the basis of the immigration hold~~
11 ~~would not violate any federal, state, or local law, or any local~~
12 ~~policy, and only under any of the following circumstances:~~

13 *7282.5. (a) A law enforcement official shall have discretion*
14 *to cooperate with immigration authorities only if doing so would*
15 *not violate any federal, state, or local law, or local policy, and*
16 *where permitted by the California Values Act (Chapter 17.25*
17 *(commencing with Section 7284)). Additionally, the specific*
18 *activities described in subparagraph (C) of paragraph (1) of*
19 *subdivision (a) of, and in paragraph (4) of subdivision (a) of,*
20 *Section 7284.6 shall only occur under the following circumstances:*

21 (1) The individual has been convicted of a serious or violent
22 felony identified in subdivision (c) of Section 1192.7 of, or
23 subdivision (c) of Section 667.5 of, the Penal Code.

24 (2) The individual has been convicted of a felony punishable
25 by imprisonment in the state prison.

26 (3) The individual has been convicted within the past five years
27 of a misdemeanor for a crime that is punishable as either a
28 misdemeanor or a felony for, or has been convicted ~~at any time~~
29 *within the last 15 years* of a felony for, any of the following
30 offenses:

31 (A) Assault, as specified in, but not limited to, Sections 217.1,
32 220, 240, 241.1, 241.4, 241.7, 244, 244.5, 245, 245.2, 245.3, 245.5,
33 4500, and 4501 of the Penal Code.

34 (B) Battery, as specified in, but not limited to, Sections 242,
35 243.1, 243.3, 243.4, 243.6, 243.7, 243.9, 273.5, 347, 4501.1, and
36 4501.5 of the Penal Code.

37 (C) Use of threats, as specified in, but not limited to, Sections
38 71, 76, 139, 140, 422, 601, and 11418.5 of the Penal Code.

39 (D) Sexual abuse, sexual exploitation, or crimes endangering
40 children, as specified in, but not limited to, Sections 266, 266a,

1 266b, 266c, 266d, 266f, 266g, 266h, 266i, 266j, 267, 269, 288,
2 288.5, 311.1, 311.3, 311.4, 311.10, 311.11, and 647.6 of the Penal
3 Code.

4 (E) Child abuse or endangerment, as specified in, but not limited
5 to, Sections 270, 271, 271a, 273a, 273ab, 273d, 273.4, and 278 of
6 the Penal Code.

7 (F) Burglary, robbery, theft, fraud, forgery, or embezzlement,
8 as specified in, but not limited to, Sections 211, 215, 459, 463,
9 470, 476, 487, 496, 503, 518, 530.5, 532, and 550 of the Penal
10 Code.

11 (G) Driving under the influence of alcohol or drugs, but only
12 for a conviction that is a felony.

13 (H) Obstruction of justice, as specified in, but not limited to,
14 Sections 69, 95, 95.1, 136.1, and 148.10 of the Penal Code.

15 (I) Bribery, as specified in, but not limited to, Sections 67, 67.5,
16 68, 74, 85, 86, 92, 93, 137, 138, and 165 of the Penal Code.

17 (J) Escape, as specified in, but not limited to, Sections 107, 109,
18 110, 4530, 4530.5, 4532, 4533, 4534, 4535, and 4536 of the Penal
19 Code.

20 (K) Unlawful possession or use of a weapon, firearm, explosive
21 device, or weapon of mass destruction, as specified in, but not
22 limited to, Sections 171b, 171c, 171d, 246, 246.3, 247, 417, 417.3,
23 417.6, 417.8, 4574, 11418, 11418.1, 12021.5, 12022, 12022.2,
24 12022.3, 12022.4, 12022.5, 12022.53, 12022.55, 18745, 18750,
25 and 18755 of, and subdivisions (c) and (d) of Section 26100 of,
26 the Penal Code.

27 (L) Possession of an unlawful deadly weapon, under the Deadly
28 Weapons Recodification Act of 2010 (Part 6 (commencing with
29 Section 16000) of the Penal Code).

30 (M) An offense involving the felony possession, sale,
31 distribution, manufacture, or trafficking of controlled substances.

32 (N) Vandalism with prior convictions, as specified in, but not
33 limited to, Section 594.7 of the Penal Code.

34 (O) Gang-related offenses, as specified in, but not limited to,
35 Sections 186.22, 186.26, and 186.28 of the Penal Code.

36 (P) An attempt, as defined in Section 664 of, or a conspiracy,
37 as defined in Section 182 of, the Penal Code, to commit an offense
38 specified in this section.

39 (Q) A crime resulting in death, or involving the personal
40 infliction of great bodily injury, as specified in, but not limited to,

1 subdivision (d) of Section 245.6 of, and Sections 187, 191.5, 192,
2 192.5, 12022.7, 12022.8, and 12022.9 of, the Penal Code.

3 (R) Possession or use of a firearm in the commission of an
4 offense.

5 (S) An offense that would require the individual to register as
6 a sex offender pursuant to Section 290, 290.002, or 290.006 of the
7 Penal Code.

8 (T) False imprisonment, slavery, and human trafficking, as
9 specified in, but not limited to, Sections 181, 210.5, 236, 236.1,
10 and 4503 of the Penal Code.

11 (U) Criminal profiteering and money laundering, as specified
12 in, but not limited to, Sections 186.2, 186.9, and 186.10 of the
13 Penal Code.

14 (V) Torture and mayhem, as specified in, but not limited to,
15 Section 203 of the Penal Code.

16 (W) A crime threatening the public safety, as specified in, but
17 not limited to, Sections 219, 219.1, 219.2, 247.5, 404, 404.6, 405a,
18 451, and 11413 of the Penal Code.

19 (X) Elder and dependent adult abuse, as specified in, but not
20 limited to, Section 368 of the Penal Code.

21 (Y) A hate crime, as specified in, but not limited to, Section
22 422.55 of the Penal Code.

23 (Z) Stalking, as specified in, but not limited to, Section 646.9
24 of the Penal Code.

25 (AA) Soliciting the commission of a crime, as specified in, but
26 not limited to, subdivision (c) of Section 286 of, and Sections 653j
27 and 653.23 of, the Penal Code.

28 (AB) An offense committed while on bail or released on his or
29 her own recognizance, as specified in, but not limited to, Section
30 12022.1 of the Penal Code.

31 (AC) Rape, sodomy, oral copulation, or sexual penetration, as
32 specified in, but not limited to, paragraphs (2) and (6) of
33 subdivision (a) of Section 261 of, paragraphs (1) and (4) of
34 subdivision (a) of Section 262 of, Section 264.1 of, subdivisions
35 (c) and (d) of Section 286 of, subdivisions (c) and (d) of Section
36 288a of, and subdivisions (a) and (j) of Section 289 of, the Penal
37 Code.

38 (AD) Kidnapping, as specified in, but not limited to, Sections
39 207, 209, and 209.5 of the Penal Code.

1 (AE) A violation of subdivision (c) of Section 20001 of the
2 Vehicle Code.

3 (4) The individual is a current registrant on the California Sex
4 and Arson Registry.

5 ~~(5) The individual is arrested and taken before a magistrate on
6 a charge involving a serious or violent felony, as identified in
7 subdivision (c) of Section 1192.7 or subdivision (c) of Section
8 667.5 of the Penal Code, a felony punishable by imprisonment in
9 state prison, or any felony listed in paragraph (2) or (3) other than
10 domestic violence, and the magistrate makes a finding of probable
11 cause as to that charge pursuant to Section 872 of the Penal Code.~~

12 ~~(6)~~

13 (5) The individual has been convicted of a federal crime that
14 meets the definition of an aggravated felony as set forth in
15 subparagraphs (A) to (P), inclusive, of paragraph (43) of subsection
16 (a) of Section 101 of the federal Immigration and Nationality Act
17 (8 U.S.C. Sec. 1101), or is identified by the United States
18 Department of Homeland Security’s Immigration and Customs
19 Enforcement as the subject of an outstanding federal felony arrest
20 warrant.

21 ~~(b) If none of the conditions listed in subdivision (a) is satisfied,
22 an individual shall not be detained on the basis of an immigration
23 hold after the individual becomes eligible for release from custody.~~

24 (6) *In no case shall cooperation occur pursuant to this section
25 for individuals arrested, detained, or convicted of misdemeanors
26 that were previously felonies, or were previously crimes punishable
27 as either misdemeanors or felonies, prior to passage of the Safe
28 Neighborhoods and Schools Act of 2014 as it amended the Penal
29 Code.*

30 (b) *In cases in which the individual is arrested and taken before
31 a magistrate on a charge involving a serious or violent felony, as
32 identified in subdivision (c) of Section 1192.7 or subdivision (c)
33 of Section 667.5 of the Penal Code, respectively, or a felony that
34 is punishable by imprisonment in state prison, and the magistrate
35 makes a finding of probable cause as to that charge pursuant to
36 Section 872 of the Penal Code, a law enforcement official shall
37 additionally have discretion to cooperate with immigration officials
38 pursuant to subparagraph (C) of paragraph (1) of subdivision (a)
39 of Section 7284.6.*

1 SECTION 1.

2 SEC. 3. Chapter 17.25 (commencing with Section 7284) is
3 added to Division 7 of Title 1 of the Government Code, to read:

4
5 CHAPTER 17.25. COOPERATION WITH ~~FEDERAL~~ IMMIGRATION
6 AUTHORITIES
7

8 7284. This chapter shall be known, and may be cited, as the
9 California Values Act.

10 7284.2. The Legislature finds and declares the following:

11 (a) Immigrants are valuable and essential members of the
12 California community. Almost one in three Californians is foreign
13 born and one in two children in California has at least one
14 immigrant parent.

15 (b) A relationship of trust between California’s immigrant
16 community and state and local agencies is central to the public
17 safety of the people of California.

18 (c) This trust is threatened when state and local agencies are
19 entangled with federal immigration enforcement, with the result
20 that immigrant community members fear approaching police when
21 they are victims of, and witnesses to, crimes, seeking basic health
22 services, or attending school, to the detriment of public safety and
23 the well-being of all Californians.

24 (d) Entangling state and local agencies with federal immigration
25 enforcement programs diverts already limited resources and blurs
26 the lines of accountability between local, state, and federal
27 governments.

28 (e) State and local participation in federal immigration
29 enforcement programs also raises constitutional concerns, including
30 the prospect that California residents could be detained in violation
31 of the Fourth Amendment to the United States Constitution,
32 targeted on the basis of race or ethnicity in violation of the Equal
33 Protection Clause, or denied access to education based on
34 immigration status. *See Sanchez Ochoa v. Campbell, et al. (E.D.*
35 *Wash. 2017) 2017 WL 3476777; Trujillo Santoya v. United States,*
36 *et al. (W.D. Tex. 2017) 2017 WL 2896021; Moreno v. Napolitano*
37 *(N.D. Ill. 2016) 213 F. Supp. 3d 999; Morales v. Chadbourne (1st*
38 *Cir. 2015) 793 F.3d 208; Miranda-Olivares v. Clackamas County*
39 *(D. Or. 2014) 2014 WL 1414305; Galarza v. Szalczyk (3d Cir.*
40 *2014) 745 F.3d 634.*

1 (f) This chapter seeks to ensure effective policing, to protect
2 the safety, well-being, and constitutional rights of the people of
3 California, and to direct the state’s limited resources to matters of
4 greatest concern to state and local governments.

5 (g) *It is the intent of the Legislature that this chapter shall not*
6 *be construed as providing, expanding, or ratifying any legal*
7 *authority for any state or local law enforcement agency to*
8 *participate in immigration enforcement.*

9 7284.4. For purposes of this chapter, the following terms have
10 the following meanings:

11 (a) “California law enforcement agency” means a state or local
12 law enforcement agency, including school police or security
13 departments. *“California law enforcement agency” does not*
14 *include the Department of Corrections and Rehabilitation.*

15 (b) “Civil immigration warrant” means any warrant for a
16 violation of federal civil immigration law, and includes civil
17 immigration warrants entered in the National Crime Information
18 Center database.

19 ~~(e) “Federal immigration authority” means any officer,~~
20 ~~employee, or person otherwise paid by or acting as an agent of~~
21 ~~United States Immigration and Customs Enforcement or United~~
22 ~~States Customs and Border Protection, or any division thereof, or~~
23 ~~any other officer, employee, or person otherwise paid by or acting~~
24 ~~as an agent of the United States Department of Homeland Security~~
25 ~~who is charged with immigration enforcement.~~

26 (c) *“Immigration authority” means any federal, state, or local*
27 *officer, employee, or person performing immigration enforcement*
28 *functions.*

29 (d) “Health facility” includes health facilities as defined in
30 Section 1250 of the Health and Safety Code, clinics as defined in
31 Sections 1200 and 1200.1 of the Health and Safety Code, and
32 substance abuse treatment facilities.

33 (e) “Hold request,” “notification request,” “transfer request,”
34 and “local law enforcement agency” have the same meaning as
35 provided in Section 7283. Hold, notification, and transfer requests
36 include requests issued by United States Immigration and Customs
37 Enforcement or United States Customs and Border Protection as
38 well as any other federal immigration authorities.

39 (f) “Immigration enforcement” includes any and all efforts to
40 investigate, enforce, or assist in the investigation or enforcement

1 of any federal civil immigration law, and also includes any and all
2 efforts to investigate, enforce, or assist in the investigation or
3 enforcement of any federal criminal immigration law that penalizes
4 a person’s presence in, entry, or reentry to, or employment in, the
5 United States. “Immigration enforcement” does not include either
6 of the following:

7 ~~(1) Efforts to investigate, enforce, or assist in the investigation~~
8 ~~or enforcement of a violation of Section 1326(a) of Title 8 of the~~
9 ~~United States Code that may be subject to the enhancement~~
10 ~~specified in Section 1326(b)(2) of Title 8 of the United States Code~~
11 ~~and that is detected during an unrelated law enforcement activity.~~

12 ~~(2) Transferring an individual to federal immigration authorities~~
13 ~~for a violation of Section 1326(a) of Title 8 of the United States~~
14 ~~Code that is subject to the enhancement specified in Section~~
15 ~~1326(b)(2) of that title if the individual has been previously~~
16 ~~convicted of a violent felony listed in subdivision (c) of Section~~
17 ~~667.5 of the Penal Code.~~

18 (g) “Joint law enforcement task force” means at least one
19 California law enforcement agency collaborating, engaging, or
20 partnering with at least one federal law enforcement agency in
21 investigating federal or state crimes.

22 (h) “Judicial probable cause determination” means a
23 determination made by a federal judge or federal magistrate judge
24 that probable cause exists that an individual has violated federal
25 criminal immigration law and that authorizes a law enforcement
26 officer to arrest and take into custody the individual.

27 (i) “Judicial warrant” means a warrant based on probable cause
28 for a violation of federal criminal immigration law and issued by
29 a federal judge or a federal magistrate judge that authorizes a law
30 enforcement officer to arrest and take into custody the person who
31 is the subject of the warrant.

32 (j) “Public schools” means all public elementary and secondary
33 schools under the jurisdiction of local governing boards or a charter
34 school board, the California State University, and the California
35 Community Colleges.

36 (k) “School police and security departments” includes police
37 and security departments of the California State University, the
38 California Community Colleges, charter schools, county offices
39 of education, schools, and school districts.

1 7284.6. (a) California law enforcement agencies shall ~~not do~~
 2 ~~any of the following:~~ *not:*
 3 (1) Use agency or department ~~moneys, facilities, property,~~
 4 ~~equipment, moneys~~ or personnel to investigate, interrogate, detain,
 5 detect, or arrest persons for immigration enforcement purposes,
 6 ~~including, but not limited to,~~ *including* any of the following:
 7 (A) Inquiring into an individual’s immigration status.
 8 (B) Detaining an individual on the basis of a hold request.
 9 (C) ~~Responding~~ *Providing information regarding a person’s*
 10 *release date or responding* to requests for notification by providing
 11 release dates or other information unless that information is
 12 available to the ~~public~~, *public, or is in response to a notification*
 13 *request from immigration authorities in accordance with Section*
 14 *7282.5. Responses are never required, but are permitted under*
 15 *this subdivision, provided that they do not violate any local law*
 16 *or policy.*
 17 (D) ~~Providing information regarding a person’s release date~~
 18 ~~unless that information is available to the public.~~
 19 (E)
 20 (D) Providing personal ~~information~~ *information, as defined in*
 21 *Section 1798.3 of the Civil Code*, about an individual, including,
 22 but not limited to, the individual’s home address or work address
 23 unless that information is available to the public.
 24 (F) ~~Making, assisting, or~~
 25 (E) *Making or intentionally* participating in arrests based on
 26 civil immigration warrants.
 27 (G) ~~Giving federal immigration authorities access to interview~~
 28 ~~an individual in agency or department custody, except pursuant to~~
 29 ~~a judicial warrant, and in accordance with Section 7283.1.~~
 30 (H)
 31 (F) ~~Assisting federal~~ immigration authorities in the activities
 32 described in Section 1357(a)(3) of Title 8 of the United States
 33 Code.
 34 (I)
 35 (G) Performing the functions of an immigration officer, whether
 36 pursuant to Section 1357(g) of Title 8 of the United States Code
 37 or any other law, regulation, or policy, whether formal or informal.
 38 (2) ~~Make agency or department databases, including databases~~
 39 ~~maintained for the agency or department by private vendors, or~~
 40 ~~the information therein other than information within those~~

1 ~~databases regarding an individual's citizenship or immigration~~
2 ~~status, available to anyone or any entity for the purpose of~~
3 ~~immigration enforcement. Any agreements in effect on January~~
4 ~~1, 2018, that conflict with the terms of this paragraph are~~
5 ~~terminated on that date. All persons and entities provided access~~
6 ~~to agency or department databases shall certify in writing that the~~
7 ~~database will be kept confidential and will not be used for the~~
8 ~~purposes prohibited by this section.~~

9 ~~(3)~~

10 (2) Place peace officers under the supervision of federal agencies
11 or employ peace officers deputized as special federal officers or
12 special federal ~~deputies~~ *except to the extent those deputies for*
13 *purposes of immigration enforcement. All peace officers remain*
14 *subject to California law governing conduct of peace officers and*
15 *the policies of the employing agency.*

16 ~~(4)~~

17 (3) Use ~~federal~~ immigration authorities as interpreters for law
18 enforcement matters relating to individuals in agency or department
19 custody.

20 ~~(5)~~

21 (4) Transfer an individual to ~~federal~~ immigration authorities
22 unless authorized by a judicial warrant or judicial probable cause
23 determination, or ~~for a violation of Section 1326(a) of Title 8 of~~
24 ~~the United States Code that is subject to the enhancement specified~~
25 ~~in Section 1326(b)(2) of Title 8 of the United States Code and the~~
26 ~~individual has been previously convicted of a violent felony listed~~
27 ~~in subdivision (c) of Section 667.5 of the Penal Code. in~~
28 *accordance with Section 7282.5.*

29 (5) *Provide office space exclusively dedicated for immigration*
30 *authorities for use within a city or county law enforcement facility.*

31 (6) *Contract with the federal government for use of California*
32 *law enforcement agency facilities to house individuals as federal*
33 *detainees, except pursuant to Chapter 17.8 (commencing with*
34 *Section 7310).*

35 (b) Notwithstanding the limitations in subdivision (a), this
36 section does not prevent any California law enforcement agency
37 from doing any of the following that does not violate any policy
38 of the law enforcement agency or any local law or policy of the
39 jurisdiction in which the agency is operating:

1 (1) Investigating, enforcing, or detaining upon reasonable
 2 suspicion of, or arresting for a violation of, Section 1326(a) of
 3 Title 8 of the United States Code that may be subject to the
 4 enhancement specified in Section 1326(b)(2) of Title 8 of the United
 5 States Code and that is detected during an unrelated law
 6 enforcement activity. Transfers to immigration authorities are
 7 permitted under this subsection only in accordance with paragraph
 8 (4) of subdivision (a).

9 ~~(1)~~

10 (2) Responding to a request from ~~federal~~ immigration authorities
 11 for information about a specific person’s criminal history, including
 12 previous criminal arrests, convictions, ~~and~~ or similar criminal
 13 history information accessed through the California Law
 14 Enforcement Telecommunications System (CLETS), where
 15 otherwise permitted by state law.

16 ~~(2) Participating in a joint law enforcement task force, so long~~
 17 ~~as the primary purpose of the joint law enforcement task force is~~
 18 ~~not immigration enforcement, as defined in subdivision (f) of~~
 19 ~~Section 7284.4.~~

20 (3) Conducting enforcement or investigative duties associated
 21 with a joint law enforcement task force, including the sharing of
 22 confidential information with other law enforcement agencies for
 23 purposes of task force investigations, so long as the following
 24 conditions are met:

25 (A) The primary purpose of the joint law enforcement task force
 26 is not immigration enforcement, as defined in subdivision (f) of
 27 Section 7284.4.

28 (B) The enforcement or investigative duties are primarily related
 29 to a violation of state or federal law unrelated to immigration
 30 enforcement.

31 (C) Participation in the task force by a California law
 32 enforcement agency does not violate any local law or policy to
 33 which it is otherwise subject.

34 ~~(3)~~

35 (4) Making inquiries into information necessary to certify an
 36 individual who has been identified as a potential crime or
 37 trafficking victim for a T or U Visa pursuant to Section
 38 1101(a)(15)(T) or 1101(a)(15)(U) of Title 8 of the United States
 39 Code or to comply with Section 922(d)(5) of Title 18 of the United
 40 States Code.

1 ~~(4) Responding to a notification request from federal~~
2 ~~immigration authorities for a person who is serving a term for the~~
3 ~~conviction of a misdemeanor or felony offense and has a current~~
4 ~~or prior conviction for a violent felony listed in subdivision (c) of~~
5 ~~Section 667.5 of the Penal Code or a serious felony listed in~~
6 ~~subdivision (e) of Section 1192.7 of the Penal Code.~~

7 *(5) Giving immigration authorities access to interview an*
8 *individual in agency or department custody. All interview access*
9 *shall comply with requirements of the TRUTH Act (Chapter 17.2*
10 *(commencing with Section 7283)).*

11 *(c) (1) If a California law enforcement agency chooses to*
12 *participate in a joint law enforcement task force, for which a*
13 *California law enforcement agency has agreed to dedicate*
14 *personnel or resources on an ongoing basis, it shall submit a report*
15 *every six months annually to the Department of Justice, as*
16 *specified by the Attorney General. The report shall detail for each*
17 *task force operation, the purpose of the task force, the federal,*
18 *state, and local law enforcement agencies involved, the number*
19 *of California law enforcement agency personnel involved, a*
20 *description of arrests made for any federal and state crimes, and*
21 *a description of the number of people arrested for immigration*
22 *enforcement purposes. All The law enforcement agency shall report*
23 *the following information, if known, for each task force of which*
24 *it is a member:*

25 *(A) The purpose of the task force.*

26 *(B) The federal, state, and local law enforcement agencies*
27 *involved.*

28 *(C) The total number of arrests made during the reporting*
29 *period.*

30 *(D) The number of people arrested for immigration enforcement*
31 *purposes.*

32 *(2) All law enforcement agencies shall report annually to the*
33 *Department of Justice, in a manner specified by the Attorney*
34 *General, the number of transfers pursuant to paragraph (4) of*
35 *subdivision (a), and the offense that allowed for the transfer,*
36 *pursuant to paragraph (4) of subdivision (a).*

37 *(3) All records described in this subdivision shall be public*
38 *records for purposes of the California Public Records Act (Chapter*
39 *3.5 (commencing with Section 6250)), including the exemptions*
40 *provided by that act and, as permitted under that act, personal*

1 identifying information may be redacted prior to public disclosure.
2 *To the extent that disclosure of a particular item of information*
3 *would endanger the safety of a person involved in an investigation,*
4 *or would endanger the successful completion of the investigation*
5 *or a related investigation, that information shall not be disclosed.*

6 (4) *If more than one California law enforcement agency is*
7 *participating in a joint task force that meets the reporting*
8 *requirement pursuant to this section, the joint task force shall*
9 *designate a local or state agency responsible for completing the*
10 *reporting requirement.*

11 (d) ~~The Attorney General, by March 1, 2019, and twice a year~~
12 ~~annually thereafter, shall report on the types and frequency of joint~~
13 ~~law enforcement task forces. The report shall include, for the~~
14 ~~reporting period, assessments on compliance with paragraph (2)~~
15 ~~of subdivision (b), a list of all California law enforcement agencies~~
16 ~~that participate in joint law enforcement task forces, a list of joint~~
17 ~~law enforcement task forces operating in the state and their~~
18 ~~purposes, the number of arrests made associated with joint law~~
19 ~~enforcement task forces for the violation of federal or state crimes,~~
20 ~~and the the total number of arrests made associated with by joint~~
21 ~~law enforcement task forces forces, and the total number of arrests~~
22 ~~made for the purpose of immigration enforcement by all task force~~
23 ~~participants, including federal law enforcement agencies. To the~~
24 ~~extent that disclosure of a particular item of information would~~
25 ~~endanger the safety of a person involved in an investigation, or~~
26 ~~would endanger the successful completion of the investigation or~~
27 ~~a related investigation, that information shall not be included in~~
28 ~~the Attorney General's report. The Attorney General shall post the~~
29 ~~reports required by this subdivision on the Attorney General's~~
30 ~~Internet Web site.~~

31 ~~(e) Notwithstanding any other law, a California law enforcement~~
32 ~~agency shall not transfer an individual to federal immigration~~
33 ~~authorities for purposes of immigration enforcement or detain an~~
34 ~~individual at the request of federal immigration authorities for~~
35 ~~purposes of immigration enforcement absent a judicial warrant or~~
36 ~~judicial probable cause determination, except as provided in~~
37 ~~paragraph (5) of subdivision (a). This subdivision does not limit~~
38 ~~the scope of subdivision (a).~~

39 (f)

1 (e) This section does not prohibit or restrict any government
2 entity or official from sending to, or receiving from, federal
3 immigration authorities, information regarding the citizenship or
4 immigration status, lawful or unlawful, of an ~~individual~~ *individual*,
5 *or from requesting from federal immigration authorities*
6 *immigration status information, lawful or unlawful, of any*
7 *individual, or maintaining or exchanging that information with*
8 *any other federal, state, or local government entity*, pursuant to
9 Sections 1373 and 1644 of Title 8 of the United States Code.

10 (f) *Nothing in this section shall prohibit a California law*
11 *enforcement agency from asserting its own jurisdiction over*
12 *criminal law enforcement matters.*

13 7284.8. (a) The Attorney General, by ~~April 1, October 1, 2018,~~
14 in consultation with the appropriate stakeholders, shall publish
15 model policies limiting assistance with immigration enforcement
16 to the fullest extent possible consistent with federal and state law
17 at public schools, public libraries, health facilities operated by the
18 state or a political subdivision of the state, courthouses, Division
19 of Labor Standards Enforcement facilities, *the Agricultural Labor*
20 *Relations Board, the Division of Workers Compensation,* and
21 shelters, and ensuring that they remain safe and accessible to all
22 California residents, regardless of immigration status. All public
23 schools, health facilities operated by the state or a political
24 subdivision of the state, and courthouses shall implement the model
25 policy, or an equivalent policy. ~~At~~ *The Agricultural Labor*
26 *Relations Board, the Division of Workers' Compensation, the*
27 *Division of Labor Standards Enforcement, shelters, libraries, and*
28 *all other organizations and entities that provide services related to*
29 *physical or mental health and wellness, education, or access to*
30 *justice, including the University of California, are encouraged to*
31 *adopt the model policy.*

32 (b) *For any databases operated by state and local law*
33 *enforcement agencies, including databases maintained for the*
34 *agency by private vendors, the Attorney General shall, by October*
35 *1, 2018, in consultation with appropriate stakeholders, publish*
36 *guidance, audit criteria, and training recommendations aimed at*
37 *ensuring that those databases are governed in a manner that limits*
38 *the availability of information therein to the fullest extent*
39 *practicable and consistent with federal and state law, to anyone*
40 *or any entity for the purpose of immigration enforcement. All state*

1 *and local law enforcement agencies are encouraged to adopt*
2 *necessary changes to database governance policies consistent with*
3 *that guidance.*

4 *(c) Notwithstanding the rulemaking provisions of the*
5 *Administrative Procedure Act (Chapter 3.5 (commencing with*
6 *Section 11340) of Part 1 of Division 3 of Title 2), the Department*
7 *of Justice may implement, interpret, or make specific this chapter*
8 *without taking any regulatory action.*

9 7284.10. (a) *The Department of Corrections and Rehabilitation*
10 *shall:*

11 *(1) In advance of any interview between the United States*
12 *Immigration and Customs Enforcement (ICE) and an individual*
13 *in department custody regarding civil immigration violations,*
14 *provide the individual with a written consent form that explains*
15 *the purpose of the interview, that the interview is voluntary, and*
16 *that he or she may decline to be interviewed or may choose to be*
17 *interviewed only with his or her attorney present. The written*
18 *consent form shall be available in English, Spanish, Chinese,*
19 *Tagalog, Vietnamese, and Korean.*

20 *(2) Upon receiving any ICE hold, notification, or transfer*
21 *request, provide a copy of the request to the individual and inform*
22 *him or her whether the department intends to comply with the*
23 *request.*

24 *(b) The Department of Corrections and Rehabilitation shall*
25 *not:*

26 *(1) Restrict access to any in-prison educational or rehabilitative*
27 *programming, or credit-earning opportunity on the sole basis of*
28 *citizenship or immigration status, including, but not limited to,*
29 *whether the person is in removal proceedings, or immigration*
30 *authorities have issued a hold request, transfer request, notification*
31 *request, or civil immigration warrant against the individual.*

32 *(2) Consider citizenship and immigration status as a factor in*
33 *determining a person's custodial classification level, including,*
34 *but not limited to, whether the person is in removal proceedings,*
35 *or whether immigration authorities have issued a hold request,*
36 *transfer request, notification request, or civil immigration warrant*
37 *against the individual.*

38 ~~7284.10.~~

39 7284.12. *The provisions of this act are severable. If any*
40 *provision of this act or its application is held invalid, that invalidity*

1 shall not affect other provisions or applications that can be given
2 effect without the invalid provision or application.

3 ~~SEC. 2.~~

4 ~~SEC. 4.~~ Section 11369 of the Health and Safety Code is
5 repealed.

6 ~~SEC. 3.~~ Section 3058.10 is added to the Penal Code, to read:

7 ~~3058.10. (a) The Board of Parole Hearings, with respect to~~
8 ~~inmates sentenced pursuant to subdivision (b) of Section 1168, or~~
9 ~~the Department of Corrections and Rehabilitation, with respect to~~
10 ~~inmates sentenced pursuant to Section 1170, shall notify United~~
11 ~~States Immigration and Customs Enforcement of the scheduled~~
12 ~~release on parole or postrelease community supervision, or~~
13 ~~rerelease following a period of confinement pursuant to a parole~~
14 ~~revocation without a new commitment, of all persons confined to~~
15 ~~state prison serving a current term for the conviction of, or who~~
16 ~~have a prior conviction for, a violent felony listed in subdivision~~
17 ~~(e) of Section 667.5 or a serious felony listed in subdivision (e) of~~
18 ~~Section 1192.7.~~

19 ~~(b) The notification shall be made at least 60 days prior to the~~
20 ~~scheduled release date or as soon as practicable if notification~~
21 ~~cannot be provided at least 60 days prior to release. The only~~
22 ~~nonpublicly available personal information that the notification~~
23 ~~may include is the name of the person who is scheduled to be~~
24 ~~released and the scheduled date of release.~~

25 ~~SEC. 4.~~

26 ~~SEC. 5.~~ If the Commission on State Mandates determines that
27 this act contains costs mandated by the state, reimbursement to
28 local agencies and school districts for those costs shall be made
29 pursuant to Part 7 (commencing with Section 17500) of Division
30 4 of Title 2 of the Government Code.

O

Legislative Platform Principles for Consideration

- Solano County's future is promising and County government has a critical role in ensuring that all of its residents share in that promise.
- All persons within Solano County are free and equal, and shall not be discriminated against based on their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, primary language, citizenship, or immigration status.
- Solano County is committed to assuring social, economic and physical environments are created and supported which promote good health and protect vulnerable populations so that community members and future generations have the opportunity to live, learn, work and play to their full potential.
- Solano County recognizes the historic and current contributions and value of diverse people and backgrounds to the health, well-being and economic vitality of the County.
- Solano County values the strength families and our workforce bring to our local economy.
- Solano County values the safety and equal protection and treatment of all people in our community.

**A RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
TO MAINTAIN TRUST AND SAFETY FOR
IMMIGRANTS IN THE COUNTY OF SOLANO**

WHEREAS, a relationship of trust between Solano County's immigrant residents and our local agencies, including law enforcement, schools, public health, social services and many more is essential to carrying out basic local functions; and

WHEREAS, that trust is threatened when local agencies are involved in immigration enforcement; and

WHEREAS, Solano County does not have the resources to enforce federal immigration laws; and

WHEREAS, the local economy suffers when residents fear economic participation because of immigration status; and

NOW THEREFORE BE IT RESOLVED because Solano County has limited resources and the need to maintain trust among immigrants, the County commits to the following:

- A. The County shall not request or maintain information regarding the citizenship or immigration status of any person unless such inquiry is required by state or federal law
- B. The County shall not disclose information stemming from cases involving victims of domestic abuse or sexual assault, unless in alignment with the above Section A
- C. The County shall not use County Resources for federal immigration activities unless for those purposes in alignment with the above Section A.

BE IT FURTHER RESOLVED that the County will provide essential services to all County residents as allowed by law.

BE IT FURTHER RESOLVED that the County will continue to promote the health and safety of residents through professional interactions by County agencies with County residents without regard to immigration status except as noted in Section A.

BE IT FURTHER RESOLVED that the County is committed to ensuring the safety and trust of all of our residents without regard to immigration status.

With the Board's adoption of the resolution, a stop sign (R1-1) will be installed on northbound and southbound Pleasants Valley Road to meet the sight distance standard and enhance public safety. Additional signing and striping will be placed in the approach sections to ensure safety at the changed intersection.

FINANCIAL IMPACT:

The estimated \$2,000 cost of installing stop signs and advance advisory signs will be paid by the Road Fund. There is no impact to the General Fund.

ALTERNATIVES:

The Board could choose to not adopt Traffic Order 425. This is not recommended as the all-way stops will enhance traffic safety without any reduction in the level of service of the road.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed this item and approved it as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2017 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING TRAFFIC ORDER 425, ESTABLISHING AN ALL WAY STOP AT THE
INTERSECTION PLEASANTS VALLEY ROAD AND VACA VALLEY ROAD**

Whereas, Chapter 17 of the Solano County Code sets forth the requirements for the establishment of traffic orders; and

Whereas, Engineering and Traffic Study has confirmed that the intersection of Pleasants Valley Road and Vaca Valley Road warrants an all way stop; and

Whereas, based on said surveys and conforming to accepted principles and practices of traffic engineering, the Director of Transportation has made Traffic Order 424 to establish an all way stop at the intersection Pleasants Valley Road and Vaca Valley Road; and

Whereas, said traffic order does not become effective until it has been adopted by resolution by the Board of Supervisors.

Resolved, Traffic Order 424 is adopted establishing an all way stop at the intersections of Pleasants Valley Road and Vaca Valley Road pursuant to the provisions of Chapter 17 of the Solano County Code.

Resolved, the Director of Transportation is directed to place appropriate signs and markings at the affected intersections.

Passed and adopted by the Solano County Board of Supervisors on September 26, 2017, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

Background:

The Dove Creek Ranch Subdivision, located at the southwest terminus of Dove Creek Trail (APN: 0105-080-460 & 470), involves the subdivision of an 80-acre site, into thirty-two (32) residential lots ranging in size from 1.3 to 3.8 acres, with additional common area parcels. Off-site right-of-way dedications and public street improvements to extend Dove Creek Trail to Peaceful Glen and Cantelow Road, and construction of two bridges to facilitate neighborhood circulation are also a part of the project approval. Other approved applications relating to the project include a rezoning petition (Z-01-03) to rezone the property from A-20 to RR-2.5, and a policy plan overlay (PP-01-03) to allow flexible lot sizes. Background information related to the 2005 review and approval such as the Board report, minutes, adopted rezone, Policy Plan Overlay and conditions of approval is contained in Attachment F.

The Board, on December 13, 2005, granted approval of the applications. The rezoning and Policy Plan Overlay District regulations took effect on January 13, 2006 and remain valid. The Tentative Subdivision Map, which is shown in Attachment D, was approved for a period of two years as per State Law, and amendments to state legislation provided further automatic extensions until December 13, 2016. The Tentative Map was approved subject to conditions included as Attachment B.

Update:

The applicant and current land owner, Dove Creek Trail LLC, applied for a two-year extension of the Tentative Subdivision Map in 2016. Due to a change in ownership and subsequent research into several alternative circulation designs, the scheduling of the extension request was delayed with mutual agreement between staff and the applicant. The extension request is now ready for consideration. The applicant is still investigating possible changes to the project, but desires to keep the current map active.

Under the Subdivision Map Act, discretionary extensions by local agencies and mandatory extensions are allowed. Mandatory extensions are the various Senate and Assembly Bills that the Legislature has enacted due to the economic downturn which extended the life of the Dove Creek Subdivision Map until December 13, 2016. Section 26-98.2 of the Solano County Subdivision Ordinance and Section 66452.6 (e) of the Subdivision Map Act, allows a subdivider to request one or more extensions for periods not exceeding a total of six (6) years. The Department of Resource Management practice is to grant extensions in two (2) year increments. A two year extension was previously approved in 2008; therefore, Dove Creek could potentially request one more extension in the future if the Board approves this request.

The application was filed in a timely manner, on November 3, 2016. No substantial changes have occurred to the project, the site or surrounding environment. No physical changes have occurred since the project was approved in 2005. Although the General Plan was comprehensively updated in 2008, the Tentative Map and conditions approved in 2005 are consistent with the updated General Plan.

The extension request has been reviewed by Public Works and Environmental Health Division without further comment. Staff recommends approval of the request without modifications to the adopted conditions of approval. Construction and development of Dove Creek Ranch shall meet current code requirements relative to Building, Fire and related improvements.

Environmental Review:

A Mitigated Negative Declaration and Mitigation Monitoring Program was previously adopted in 2005. Further environmental analysis is not required for this time extension.

ALTERNATIVES:

According to County Counsel, the Subdivision Map Act does not provide evaluation criteria to approve or deny a time extension. The Board may consider denial or shorter extension. However, staff does not recommend either action since no substantial changes have occurred to the project, site or surrounding environment or General Plan policies since the 2005 approval to warrant denial or shorter time extension. The map is eligible under State Law for an extension through 2018.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2017 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING THE EXTENSION OF TENTATIVE SUBDIVISION MAP (S-01-03)
FOR THE DOVE CREEK RANCH SUBDIVISION**

Whereas, the Solano County Board of Supervisors has duly considered, in public hearing, an application by **Dove Creek Partners** for a two-year extension of Tentative Subdivision Map No. S-01-03 (Major Subdivision Application No. S-01-03), to subdivide approximately 80 acres, comprising two parcels, into 32 residential lots ranging in size from 1.3 to 3.8 acres, plus additional common area parcels, for property located at the southwest terminus of Dove Creek Trail, 7471 Dove Creek Trail (APN's: 0105-080-460 & 470); and

Whereas, the Board has reviewed the report of the Department of Resource Management, and heard testimony relative to the subject application at a duly noticed public hearing held on September 26, 2017, and

Whereas, the Board has reviewed and considered all comments received during the public review period, and on the basis of the entire record before it finds there is no substantial evidence that approval of the subject application will have a significant effect on the environment; and

Whereas, mitigation measures contained in the previously adopted Mitigated Negative Declaration are incorporated into the Conditions of Approval, attached hereto as Exhibit A, and their implementation will be monitored and verified through compliance with such conditions; and

Whereas, after due consideration, the Board finds as follows in regard to the subdivision proposal:

1. The tentative map is consistent with the Solano County General Plan.

- a. The proposed subdivision is consistent with the Rural Residential land use designation which allows residential development at the proposed density of one primary dwelling unit per 2.5 acres when such development will be served by a public water system. As conditioned, the proposed map is consistent with all applicable policies of the General Plan..
- b. The proposed development is in scale and harmonious with existing and future development adjacent to the site and in the vicinity, and with the land forms and vegetation in the vicinity of the site. The applicant proposes to develop the site as a rural residential subdivision that is compatible with the surrounding residential development.
- c. No adopted specific plan is applicable to the property.

2. The design and improvement of the proposed subdivision are consistent with the General Plan.

- a. The property is designated by the General Plan for rural residential development, which allows for single family residences and accessory uses. The design of the proposed subdivision, dedication of the public rights-of-way and construction of new roads, provisions for domestic water and wastewater disposal, the density, and the size of proposed parcels satisfy the intent of the General Plan, given the Policy Plan Overlay zoning district, PP-01-03, that was adopted for the property.
- b. As conditioned, the design of the subdivision and related off-site improvements is in conformance with the provisions of Article VII (Design Requirements) of the Solano County Subdivision Ordinance.
- c. The design of the subdivision will provide, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

3. The site is physically suitable for the proposed type of development.

- a. The project can accommodate the proposed home sites, particularly regarding roadway development, grading, building pad development and installation of on-site sewage disposal systems. Additionally, public water is to be provided by the Rural North Vacaville Water District, which will permit the requested densities and proposed development of the site into 32 residential lots with additional common area parcels.
- b. As conditionally approved, the tentative map provides for building envelopes which limit the placement of home sites in order to prevent over-concentrated development as well as to minimize site grading and impervious surfaces. Additional development restrictions in terms of maximum allowable impervious surface area for each lot is further regulated by the adopted Policy Plan Overlay District, PP-01-03.
- c. The type of development proposed is rural residential, which is suitable for the size and topography of the proposed lots, and consistent with the requirements of the RR-2½ and PP-01-03 zoning districts and with surrounding development.

4. The site is physically suitable for the proposed density of development.

The project site can accommodate the subdivision with thirty-two new homes, resulting in a development density of one primary dwelling unit per 2.5 acres. The new parcels will utilize RNVWD water for domestic purposes. All residential parcels will utilize on-site sewage disposal systems meeting County standards. The new parcels meet the minimum lot size allowed by the Policy Plan Overlay Zoning District, PP-01-03, for the property.

5. The design of the subdivision will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.

A Mitigated Negative Declaration was adopted by the Board on December 13, 2005 for the subdivision project. Mitigation measures were incorporated into Conditions of Approval attached hereto as Exhibit A. With implementation of these mitigation measures, the project will not cause significant adverse impacts to the environment.

6. The design of the subdivision will not cause serious public health problems.

The project is a new subdivision with thirty-two residential lots and as proposed is in compliance with the General Plan, Zoning Regulations, and Subdivision Ordinance. The Mitigated Negative Declaration reviewed the project for possible health or environmental problems and with mitigation as adopted the project will not cause serious public health problems.

7. The design of the subdivision and the type of improvements will not conflict with any public easements.

As is evident on the Tentative Subdivision Map and the Preliminary Title Report, the proposed subdivision will not conflict with any public easements.

8. The proposed subdivision will not discharge waste into a community sewer system.

The subdivision will have on-site septic disposal systems.

9. The property does not front on any public waterway, public river, public stream, coastline, shoreline, publicly owned lake or publicly owned reservoir and the proposed subdivision is not required to provide or have available, reasonable public access by fee or easement from a public highway to that portion of the bank of the waterway, river, stream, lake or reservoir bordering or lying within the proposed subdivision, or to land below the ordinary high-water mark on any bay shoreline with the subdivision.

Sweeney Creek, a private stream, traverses the north end of the project site. As proposed, Sweeney Creek will be protected within an approximately 100-foot wide private easement that will be maintained by the subdivision homeowners association. No public access to Sweeney Creek is allowed within the project subdivision; however, access for maintenance will be available at the north and south ends of the proposed bridge crossing at this creek. This is the same type of access that currently exists along the existing bridge crossing at Sweeney Creek and will be used by the project homeowners association for creek maintenance. Public access, due to the presence of sensitive habitat including Elderberry shrubs, is discouraged.

The project site is not near any other public waterway, public river, public stream, coastline, shoreline, or publicly owned lake or reservoir.

10. The proposed subdivision does not front along any public waterway, public river, public stream, coastline, shoreline, publicly owned lake or publicly owned reservoir and is not required to provide for a dedication of a public easement along a portion of the bank of a waterway, river or stream bordering or lying within the subdivision, which easement is defined so as to provide reasonable public use and maintenance of the waterway, river or stream consistent with public safety.

11. No portion of the parent parcel is subject to a contract entered into pursuant to the California Land Conservation Act of 1965.

The property is not under Williamson Act contract.

12. The proposed subdivision is consistent with the County Hazardous Waste Management Plan.

The Solano County Hazardous Waste Management Plan has no provisions applicable to residential subdivisions.

13. The proposed subdivision is not located within a special studies zone established pursuant to the Alquist-Priolo Special Studies Zone Act.

Resolved, that the Solano County Board of Supervisors does hereby approve a two-year extension of Tentative Subdivision Map No. S-01-03 (Major Subdivision Application No. S-01-03) based on the findings herein and subject to the previously adopted Conditions of Approval attached hereto as Exhibit A and incorporated herein by this reference.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 26, 2017, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk

SOLANO COUNTY BOARD OF SUPERVISORS
CONDITIONS OF APPROVAL
DOVE CREEK RANCH SUBDIVISION
Tentative Subdivision Map (S-01-03)

General

1. The Final Map to be recorded shall be in substantial compliance with the Tentative Subdivision Map labeled "TENTATIVE SUBDIVISION MAP – PLANNED UNIT DEVELOPMENT, DOVE CREEK JOINT VENTURE GROUP," prepared by Johnson & Foulk, with a revision date of 4/21/05 and received by the Solano County Planning Division on 4/27/05, except as modified herein.
2. Pursuant to Section 26-98.1 of the Solano County Subdivision Ordinance, a Final Subdivision Map shall be recorded within twenty-four (24) months from the date of approval of the Tentative Subdivision Map. Failure to do so will result in the expiration of the approved Tentative Subdivision Map unless extended pursuant to Section 26-98.2 of the Solano County Subdivision Ordinance.

Planning Division

3. The design of the subdivision and construction of subdivision improvements shall be substantially consistent with the following:
 - a) Tentative Subdivision Map (S-01-03).
 - b) Policy Plan Overlay District (PP-01-03).
 - c) Development Concept Report, Dove Creek Partners LLC, July 2004.
 - d) Biological Resources Study Report, Jones & Stokes, August 2004, and supplemental Barn owl impact and mitigation recommendations, Oct. 2004.
 - e) Storm Water Management & Drainage Study, West & Associates, June 2004, and supplement, February 2005.
 - f) Master Landscape Plan, prepared by Borrecco/Kilian & Associates, Inc., as received by the Solano County Planning Division on October 15, 2004.
 - g) These conditions of approval.
4. a) The subdivider shall prepare and submit detailed manuals, programs and/or plans for the perpetual maintenance, monitoring, repair and/or replacement, as applicable, of each of the following on-site features or improvements, as may be more fully described further in these conditions:

**Exhibit A to
Attachment A**

- i. Private streets and right-of-way.
 - ii. Entrance features (sign, security gates, lighting, landscaping, etc...).
 - iii. Pond, embankment, spillway, and related drainage improvements.
 - iv. Storm water drainage improvements.
 - v. Common area landscaping, water well, and irrigation systems.
 - vi. Park and amenities.
 - vii. Fire buffer along Dove Creek Trail.
 - viii. Sweeney Creek Corridor.
 - ix. Trees installed by the Subdivider along the west side of Dove Creek Trail within the 60-foot public right-of-way, which shall be maintained by the subdivision homeowners association for a minimum of five (5) years after installation and until the responsibility for maintenance is accepted by County Public Works.
- b) All documents required in paragraph (a) shall be submitted to the Solano County Department of Resource Management for review and comment at least 60 days prior to approval of the Final Map. Any comments made by the Department within this 60-day review period shall be resolved prior to approval of the Final Map.
 - c) The subdivider shall be responsible for initial maintenance of the items in paragraph (a) above until such time that subdivision homeowners association assumes that responsibility.
5. CC&Rs - Prior to approval of the Final Map, the subdivider shall record a Declaration of Covenants, Conditions & Restrictions that accomplishes the following:
- a) Shall be binding upon all future owners of property within the subdivision.
 - b) Shall specify that the owner of each residential lot shall be responsible for the perpetual maintenance, monitoring, repair, upkeep and, where applicable, replacement, of the following improvements on such lot:
 - i. Building exteriors.
 - ii. Septic systems.

- iii. Private utilities.
 - iv. Landscaping, irrigation, fences, retaining walls.
 - v. Driveways and off-street parking areas.
 - vi. Any other lot improvements.
- c) Shall include measures to protect the Sweeney Creek riparian corridor within the boundaries of the property, as described in the Policy Plan Overlay District (PP-01-03), and shall provide standards for protective fencing and signs.
 - d) Shall include provisions allowing the homeowners association to enter private lots to maintain required stormwater drainage improvements, including Sweeney Creek.
 - e) Shall include provisions that will allow the County to access any portion of the subdivision, including private lots, for maintenance and/or repair of all required subdivision improvements and other obligations should maintenance cease to be performed by the homeowners association.
 - f) Shall establish a mechanism for the subdivision homeowners association to impose assessments against the owners of all residential lots within the subdivision for the purpose of financing the costs for the perpetual maintenance, upkeep, repair, and replacement of all stormwater drainage systems, utilities and other infrastructure, private right-of-way and roads, entrance features, lighting, landscaping and irrigation, the park, fire buffer along the west side Dove Creek Trail, gates and fences, Sweeney Creek corridor and other features in common areas in the subdivision. All assessments shall be adjusted for inflation each year and apportioned in an equitable manner.
 - g) Shall specify that all common area landscaping shall be maintained in an attractive, flourishing manner and replaced when necessary. And, all areas not landscaped shall be kept free of tall grasses and weeds to prevent fire hazards and to maintain a quality appearance.
 - h) Shall specify that exterior lighting complies with the following lighting standards:
 - i. Exterior lighting on private lots and any common areas shall be limited to down lighting fixtures only, and shall be directed away from properties outside the subdivision. Buffering techniques shall be used as necessary to reduce potential offsite light and glare impacts.

- b) All items in paragraph (a) shall be maintained in accordance with the manuals and plans prepared by the subdivider and accepted by the County, as described in Condition 4 of these Subdivision Conditions.
 - c) The initial maintenance responsibility for the items in paragraph (a) shall be by the subdivider, until such time that responsibility is transferred to the homeowners association.
 - d) The homeowners association shall be the primary manager and shall be the administrator for the collection and assessment of maintenance fees for the items (private facilities) in paragraph (a) from the individual residents and property owners.
 - e) The homeowners association shall designate a general manager, whose name and contact information shall be provided to the Department of Resource Management.
7. The subdivider shall prepare and submit a Community Design Plan that addresses the following matters:
- a) Location, design and construction details for all fences, security gates, retaining walls, screening walls, signs, walkways, pavements, street lighting other exterior lighting, and other site amenities within the common areas.
 - b) Detailed improvements plans for the neighborhood park, which may include picnic tables, barbeque grills, a volleyball court, half basketball court and/or other amenities.
 - c) Mailbox location and design plan. Mailboxes shall be provided meeting postal regulations. Cluster mailboxes, if required by the Postmaster, shall be enclosed in an aesthetically designed structure.
 - d) Plans for residential waste disposal storage and recycling, including locations and screening structures as may be applicable.
 - e) The Community Design Plan shall be submitted to the Solano County Department of Resource Management for review and comment at least 60 days prior to approval of the Final Map. Any comments made by the Department within this 60-day review period shall be resolved prior to approval of the Final Map.
8. Landscape and Irrigation:
- a) The subdivider shall completely install all landscaping in the common areas, on individual lots, and in public right-of-way as shown on the Master

- Landscape Plan for the project, including irrigation, within three (3) years after recordation of the Final Map. If all required landscaping is not installed prior to approval of the Final Map, the subdivider shall post an improvement bond in an amount sufficient to complete all required landscaping.
- b) Public Works approval shall be required for the landscaping proposed within the Dove Creek Trail right-of-way.
 - c) All landscaping installed on individual lots by the subdivider shall be maintained by the subdivider, irrigation included, until such time as each lot is sold. Thereafter, the lot owner shall be responsible for maintenance of landscaping and irrigation on the lot.
 - d) All landscaping shall be maintained in an attractive and flourishing manner and replaced when necessary. All areas not landscaped shall be kept free of tall grasses and weeds to prevent fire hazards and to maintain a quality appearance.
 - e) Prior to release of the landscape improvement bond, the landscape architect responsible for preparing the required plans, or a licensed landscape contractor selected by the subdivider and acceptable to the County, shall visit the site and, thereafter, provide to the Planning Division a written statement confirming compliance with the approved plans and materials.
 - f) Landscaping within the common areas shall be drought resistant and include native species, and the irrigation system shall be designed for water conservation, unless associated with the Sweeney Creek riparian zone and/or any pond habitat enhancement. This shall also be specified in the subdivision CCR's.
9. The subdivider shall document that each of the residential lots meets the lot width and depth requirements pursuant to Section 26-72.2 and 26-72.3 of the County's Subdivision Ordinance. At least 30 days prior to approval of the Final Map, the subdivider shall submit such documentation to the Solano County Department of Resource Management.
 10. Construction Noise (MM XI.d) - Subdivider shall operate heavy construction equipment only during the hours of 8 a.m. to 5 p.m., Monday through Friday; and 9 a.m. to 4 p.m. on Saturdays. No construction work shall be allowed on Sundays and Federal holidays.
 11. Valley Elderberry Longhorn Beetles and Habitat (MM IV.a.1) – Subdivider shall comply with the following:

- a) Subdivider shall widen the proposed riparian easement along Sweeney Creek to incorporate elderberry shrub #22 (between proposed lots 25 & 28), pursuant to Mitigation Measure IV.b.3.
- b) Prior to recordation of the Final Map, the subdivider shall consult with the U.S. Fish & Wildlife Service regarding the potential impacts to the Valley Elderberry Longhorn Beetles (VELB), and obtain an incidental take permit or a letter of concurrence stating that, with incorporated mitigation measures, the project would not adversely effect the species. Mitigation shall include the following:
 - i. All elderberry shrubs with one or more stems measuring 1 inch or more in diameter and which cannot be avoided during construction shall be transplanted on-site along Sweeney Creek or to an offsite conservation area, to the satisfaction of the USFWS. In the event that an elderberry shrub is unlikely to survive transplantation because of poor condition or location, the shrub may be exempted from transplantation at the discretion of USFWS. The location of the onsite or offsite conservation area shall be approved by USFWS before removal (transplanting) of the shrubs.
 - ii. The proposed transplantation or destruction of eleven elderberry shrubs shall be compensated by the subdivider, according to USFWS requirements and prior to Final Map recordation. The subdivider shall compensate for direct impacts on all elderberry shrubs measuring 1 inch or more at ground level that are located within 20 feet of construction activities, as required by the USFWS. Compensation shall include replacement plantings of elderberry seedlings or cuttings and associated native plantings at an onsite or offsite USFWS-approved conservation area. Replacement shall occur at a ratio between 1:1 and 8:1 (new plantings to affected stems), to be determined by USFWS, depending on the diameter of the stem at ground level, presence or absence of exit holes, and whether the shrub is located in a riparian habitat.

A total of 57 elderberry seedlings may be required to compensate for direct effects on VELB habitat, and an additional 19 associated native plantings may be required to compensate at the ratio of 1:1 for elderberry shrubs without exit holes, according to the project biological report (Jones & Stokes, August 2004).

The subdivider can purchase mitigation credits for VELB at a USFWS approved mitigation bank, or develop an onsite or offsite conservation area and management plan according to USFWS requirements. Final compensation requirements and mitigation ratios shall be determined through the subdivider's consultation with USFWS.

- c) Prior to recordation of the Final Map, subdivider shall provide written confirmation to the Department of Resource Management from the USFWS that the above requirements have been met.

12. Burrowing Owl (MM IV.a.2) – Subdivider shall comply with the following:

- a) Pre-construction survey - The subdivider shall retain a qualified wildlife biologist to conduct surveys to locate active burrowing owl burrows on the project site and within a 250-foot-wide buffer zone around the project site. The surveys shall comply with CDFG guidelines, and include a breeding season survey and wintering season survey. The subdivider shall submit a copy of the biologist's survey report to the County Department of Resource Management prior to grading or construction of subdivision improvements.
- b) If no burrowing owls are detected, no further mitigation is required.
- c) If active burrowing owls are detected, the following measures shall be implemented by the subdivider and coordinated by the subdivider's biologist:
 - i. Occupied burrows shall not be disturbed during the breeding season (February 1–August 31).
 - ii. When destruction of occupied burrows is unavoidable during the non-breeding season (September 1–January 31), unsuitable burrows shall be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 on protected lands approved by CDFG. Newly created burrows shall follow guidelines established by CDFG.
 - iii. If owls must be moved away from the project site during the non-breeding season, passive relocation techniques (e.g., installing one-way doors at burrow entrances) shall be used instead of trapping. At least 1 week will be necessary to complete passive relocation and allow owls to acclimate to alternate burrows.
- d) If active burrowing owl burrows are found and the owls must be relocated, the subdivider shall offset the loss of foraging and burrow habitat on the project site by acquiring and permanently protecting a minimum of 6.5 acres of foraging habitat per occupied burrow identified on the project site. The protected lands shall be located adjacent to the occupied burrowing owl habitat on the project site or at another occupied site near the project site. The location of the protected lands shall be determined in coordination with CDFG.

- e) If burrowing owl burrows are found within the areas surveyed, no grading or construction may commence until the subdivider has furnished to the County Department of Resource Management written confirmation from the CDFG that the preceding mitigation has been satisfied and construction may proceed.
13. Swainson's Hawk (MM IV.a.3) - Subdivider shall comply with the following:
- a) Pre-construction survey - The subdivider shall retain a qualified wildlife biologist to conduct surveys for nesting Swainson's hawks in suitable habitat within a 0.5-mile radius of the project site. The subdivider shall submit a copy of the biologist's survey report to the County Department of Resource Management prior to commencement of any ground-disturbing activities or construction on the project site.
 - b) If no Swainson's hawks are found nesting within the areas surveyed, no further mitigation is required, except as otherwise described below.
 - c) If Swainson's hawks are found nesting within the areas surveyed, the subdivider shall consult with the CDFG to determine whether a no-disturbance buffer would be required until after the young have fledged (as determined by a qualified raptor biologist). Other mitigation may include staging of construction to avoid disturbances to nesting birds, and/or having a qualified raptor biologist on site to determine disturbance levels and direct activities accordingly. No construction may commence until the subdivider has furnished to the County Department of Resource Management written confirmation from the CDFG and the biologist that this mitigation, if required, has been satisfied and construction may proceed.
 - d) Compensation - Prior to recordation of the Final Map, the subdivider shall consult with the CDFG regarding the loss of Swainson's hawk foraging habitat due to the project, and shall provide a letter from CDFG to the County Department of Resource Management that CDFG's requirements have been satisfied. The required compensation ratio according to CDFG guidelines is 0.75:1 (0.75 acre replaced for every 1 acre removed). This is equivalent to 49.5 acres (66 acres x 0.75 acre) for the project, according to the project biological report (Jones & Stokes, August 2004). Mitigation must be provided in the form of fee-title or a conservation easement, held by the CDFG or a suitable non-profit land management organization, on lands containing suitable Swainson's hawk foraging habitat and as approved by the CDFG. The purchase of Swainson's hawk mitigation credits at a mitigation bank or conservation area may also be acceptable, if available and approved by the CDFG.

14. Riparian Woodland (MM IV.b.1) – Habitat protection – Prior to commencement of construction of subdivision improvements or grading, subdivider shall provide and install construction barrier fencing and signage to protect sensitive biological resources onsite, as follows:
 - a) The subdivider shall retain a qualified biologist to identify all environmentally sensitive biological resources on site that should be protected, and to demark all such areas to be avoided throughout project construction, pursuant to the project biological report (Jones & Stokes, August 2004). The sensitive resources include Sweeney and English Creeks, riparian woodland, wetlands, unnamed drainageways, native trees, VELB, and any special-status plants located during the spring botanical survey. Sensitive biological resource shall be protected to the maximum extent possible, as determined by the biologist.
 - b) The subdivider shall install construction fencing around all sensitive biological resource areas to be avoided and protected during construction, as identified by the subdivider's biologist. Construction shall be deemed to include any grading, construction staging or exploration activities with vehicles or machinery, or vehicle access on the site.
 - c) The construction fencing shall be orange construction barrier type fencing or equivalent, approved by the Department of Resource Management.
 - d) The protected sensitive biological resource areas shall be designated as environmentally sensitive areas and clearly identified in the construction specifications and posted with signs onsite to inform all construction personnel throughout construction of their location and requirements for protection.
 - e) The subdivider biologist shall provide written verification to the County Department of Resource Management that the construction fencing has been sufficiently installed to protect all sensitive biological resources on the subdivision property.
 - f) Subdivider shall routinely monitor, maintain and, if necessary, repair or replace the protective fencing and signage such that both are constantly maintained throughout the construction period.
15. Riparian Woodland (MM IV.b.2) – Compensation - Prior to recordation of the Final Map, subdivider shall compensate for the loss of riparian woodland as follows:
 - a) Compensation for the loss of 0.15 acre of riparian woodland shall be provided at the ratio of 1:1 (1 acre restored or created for every 1 acre removed) and may be a combination of onsite restoration/creation, offsite restoration, or

mitigation credits. Other compensation may include replacement of removed and/or disturbed valley oaks with in-kind species at the ratio of 5:1 for trees greater than 2 inches dbh and 1:1 for trees less than 2 inches dbh, with a projected survival rate of 80% at the end of five years. Compensation ratios shall be based on site-specific information and determined through coordination by the subdivider with state and federal agencies as part of the permitting process for the project.

- b) Compensation options – the subdivider shall provide compensation through any or all of the following means:
 - i. Subdivider shall provide written confirmation from a qualified biologist experienced in riparian habitat restoration that restoration of Sweeney Creek within the property is feasible. If onsite restoration is feasible, the subdivider shall provide a detailed riparian restoration plan to create and/or enhance riparian habitat on the project site. The riparian restoration plan shall be prepared by a qualified biologist experienced with riparian habitat restoration, and shall specify provisions for its implementation, including where, when and how (creation or enhancement) restoration will occur, and long-term monitoring, maintenance, and repair. The restoration plan shall include performance standards such as the types of vegetation to be used, the timing of implementation, and contingency plans if the replanting is not successful. A projected minimum 80 percent success rate at the end of a five-year period shall be required. Restoration of disturbed areas shall utilize native vegetation. The subdivider shall complete all work called for in the restoration plan and such completion of work shall be verified in writing by the Solano County Department of Resource Management.
 - ii. Subdivider shall contribute funds for riparian restoration activities performed by the Vacaville Tree Foundation (VTF).
 - iii. Subdivider shall purchase riparian mitigation credits at an approved local mitigation bank.
- 16. Riparian Woodland (MM IV.b.3) – The parcel designated Common Area B shall be widened to incorporate elderberry shrub #22 as shown in Figure 3-1a of the biological report (Jones & Stokes, August 2004), located at the rear of proposed lots 25 and 28. The parcel shall be further widened as necessary to extend a minimum distance of 50 feet from the top of the bank or edge of Sweeney Creek, as determined by the County, within the boundaries of the project site.
- 17. Riparian Woodland (MM IV.b.4) – Sweeney Creek Maintenance - Prior to recordation of the Final Map, the subdivider shall establish a maintenance program, funding mechanism and budget for long-term maintenance of Common

Area B (Sweeney Creek) on the project site, which shall be subject to the approval of the County Public Works and Planning Divisions, and shall be incorporated into the project's CC&Rs,

18. Wetlands and Waterways – Permit Requirements (MM IV.c.1) - Prior to recordation of the Final Map and commencement of construction including grading, the subdivider shall obtain the following permits:
 - a) CWA Section 404 nationwide permit from the U.S. Army Corps of Engineers;
 - b) CWA Section 401 water quality certification from the Central Valley RWQCB (all Section 404 permits require a Section 401 water quality certification from RWQCB);
 - c) A CWA Section 402/National Pollutant Discharge Elimination System permit from State Water Resources Control Board, requiring preparation of a storm water pollution prevention plan;
 - d) A California Fish and Game Code Section 1602 SAA (Streambed Alteration Agreement) from CDFG;
 - e) A biological opinion or letter of concurrence from USFWS, through ESA Section 7 with the U.S. Army Corps of Engineers as the federal lead agency, for adverse effects on VELB.
 - f) The subdivider shall be responsible for ensuring compliance with the conditions set forth in each of the above permits.
 - g) Prior to recordation of Final Map, Subdivider shall furnish to the County Planning Division a copy of each preceding permit and/or written approval from each agency that all such requirements have been met.
 - h) Prior to commencement of construction including any grading, the subdivider shall furnish a copy of each required permit above to the contractor so that they are part of the construction specifications.
19. Wetlands & Waterways – Compensation (MM IV.c.3) - Subdivider shall compensate for permanent impacts on jurisdictional wetlands, as determined by the U.S. Army Corps of Engineers, to ensure no net loss of habitat functions and values. The compensation shall be provided at a minimum ratio of 2:1 (2 acres restored or created for every 1 acre filled) and may be a combination of onsite restoration/creation, offsite restoration, or mitigation credits. Compensation ratios will be based on site-specific information and determined through coordination with state and federal agencies as part of the permitting process for the project.

20. Wetlands & Waterways – Minimizing Impacts (MM IV.c.4) – Subdivider shall minimize impacts on waters of the United States by implementing the following measures:
- a) Construction activities in saturated or ponded waters during the wet season (spring and winter) shall be avoided.
 - b) The project shall be redesigned or modified to avoid direct and indirect impacts on wetlands and unnamed drainageways.
 - c) In highly erodible stream systems, banks will be stabilized using a nonvegetative material that will bind the soil initially and break down within a few years. If Solano County determines that more aggressive erosion control treatments are needed, the contractor shall use geotextile mats, excelsior blankets, or other soil stabilization products.
 - d) During construction, trees, shrubs, debris, or soils that are inadvertently deposited below the OHWM of the drainageways shall be removed in a manner that minimizes disturbance of the creek bed and bank.
 - e) All construction-related activities shall be completed promptly to minimize their duration and resulting impacts.
 - f) Protected areas shall be routinely inspected to ensure that protective measures are in place and effective.
 - g) All protective measures shall remain in place until all construction activities near the resource have been completed and shall be removed immediately following construction and reclamation activities and approval by the County.
21. Wetlands & Waterways – CDFG Requirements (MM IV.c.5) -Subdivider shall comply with the following CDFG requirements:
- a) Protection and maintenance of the riparian, wetland, and stream systems shall occur to ensure a “no-net-loss” of habitat value and acreage. Vegetation removal shall not exceed the minimum necessary to complete operations.
 - b) Provisions required for the protection of fish and wildlife resources at risk shall consider various life stages, maintain migration and dispersal corridors, and protect essential breeding (i.e., spawning, nesting) habitats.
 - c) Buffers shall be delineated along streams and wetlands to provide adequate protection to the aquatic resources. No grading or construction activities shall be allowed within these buffers.

- d) Construction materials, spoils or fill shall be placed so that they cannot be washed into a stream.
 - e) Provisions shall be implemented to prevent downstream sedimentation and pollution, which may include, but not be limited to, oil/grit separators, detention ponds, buffering filter strips, silt barriers, etc.
 - f) Restoration plans shall include performance standards such as the types of vegetation to be used, the timing of implementation, and contingency plans if the replanting is not successful. Restoration of disturbed areas shall utilize native vegetation.
22. Avian Impact Avoidance (MM IV.d.1) - Pre-construction Surveys - If construction activities are scheduled to occur between March 1 and August 15, the subdivider shall retain the services of a qualified wildlife biologist to conduct tree and ground nesting surveys within the appropriate habitat to locate the following species: white-tailed kite, northern harrier, loggerhead shrike, and non-special-status migratory birds and raptors. The surveys shall be conducted no more than 1 week before the initiation of construction activities. If no active nests are detected during surveys, no additional mitigation is required and construction may proceed.
- a) Subdivider shall submit a copy of the biologist's survey report to the County Department of Resource Management prior to commencement of construction of subdivision improvements or grading.
 - b) If the surveys indicate that special-status or non-special-status migratory bird nests are located in any areas that would be directly affected by construction activities, a no-disturbance buffer shall be established around the site to avoid disturbance or destruction of the nest site until after the breeding season or after a qualified wildlife biologist determines that the young have fledged (usually late June to mid-July). The extent of these buffers shall be determined by the biologist and will depend on the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. These factors shall be analyzed in order to make an appropriate decision on buffer distances.
 - c) If any nests for the above species are found within the areas surveyed, no construction shall commence until the subdivider has furnished to the County Department of Resource Management written confirmation from the biologist that mitigation has been implemented and construction may proceed.

23. Avian Impact Avoidance (MM IV.d.2) – Pre-demolition building survey (barn owls) - Subdivider shall retain a qualified wildlife biologist to conduct a barn owl survey of the existing buildings/structures immediately prior to their demolition.
24. Avian Impact Avoidance (MM IV.d.3) – Existing buildings/structures shall be removed only during the barn owl's non-breeding season (between September 16 to February 28) and after the wildlife biologist has confirmed the absence of barn owls and any active nests. No building/structure where barn owls or their presence has been documented may be demolished during the breeding season, unless after conducting a survey, the wildlife biologist has provided written confirmation to the County that all the young have fledged and there are no active nests.
25. The subdivider's biologist shall coordinate with the Department of Resource Management to arrange a pre-grading conference with the grading and construction contractors on the project site to clarify all required biological habitat protection measures.
26. Monitoring Deposit - Prior to Final Map approval, the subdivider shall provide an expendable deposit to the County for any post-construction monitoring of biological resources that may be required as a result of subdivider's consultation with U.S. Fish & Wildlife Service, U.S. Army Corps of Engineers, State or Regional Water Quality Control Board, or State Department of Fish & Game. The amount of the deposit shall be determined by the Planning Division, based on the hourly rate for the Department of Resource Management, as stated on the Department's Fee Schedule, and be based on the pertinent permit requirements of the referenced agencies.
27. Archeological Resources (MM V.b) - In the event that archaeological remains or artifacts are uncovered during construction activities, work shall be stopped and a qualified archaeologist called out to survey the site and provide recommendations. The recommendations of the archaeologist shall be followed. All related costs shall be the responsibility of the subdivider.

Building Division

28. Building permits from the Solano County Building and Safety Division must be obtained prior to construction, erection, enlargement, altering, repairing, moving, improving, removing, converting, demolishing any building or structure, fence or retaining wall regulated by the Solano County Building Laws.

Environmental Health Division

29. Prior to recordation of the Final Map, the subdivider shall provide to the Environmental Health Services Division evidence that the Rural North Vacaville Water District will provide potable water to each of the proposed parcels.

Public Works - Engineering

30. Stormwater Improvements (MM VIII.d.1) - Prior to recordation of the Final Map, Subdivider shall complete all water retention and discharge improvements to the existing pond, and all other stormwater drainage improvements as presented in the preliminary drainage plans, subject to final approval of the Solano County Engineering Division.
31. Stormwater Improvements Maintenance Program (MM VIII.d.2 and VIII.i) - Prior to recordation of the Final Map, Subdivider shall prepare and submit a maintenance program, budget, funding mechanism, and implementation procedures to carry out the routine and long-term maintenance of the pond and all other stormwater drainage systems on the project site, throughout the life of the project, to the satisfaction of the Solano County Engineering Division.
32. Stormwater Improvements Maintenance Program (MM VIII.d.3 and VIII.i) - The stormwater system maintenance program including the responsibilities and cost for monitoring, maintenance and repair shall be clearly specified in the project CC&Rs, prior to the recordation of the Final Map.
33. Stormwater Improvements Maintenance Program (MM VIII.d.4 and VIII.i) - The stormwater system maintenance program shall include the following:
 - a) Periodic cleaning of the drainages, culverts, and pond; and
 - b) Periodic maintenance of the pond embankment, spillway, and piping; and
 - c) Contingencies for anticipated and unexpected repair and/or replacement of the above as applicable; and
 - d) Annual inspections by an independent engineer of the pond embankment shall be performed to verify that the embankment and spillway are in sound condition. A copy of the inspection report shall be furnished to the County Public Works Division upon completion.
34. The final design for the drainage bioswales shall meet the requirements of the County Public Works - Engineering.

35. Grading permits from Solano County Public Works - Engineering must be obtained prior to any grading work associated with the subdivision improvements or individual lot development.
36. County Public Works - Engineering approval of the final street names is required prior to recordation of the Final Map.
37. Traffic (MM XV.a) – Subdivider shall comply with the following:
 - a) Subdivider shall redesign the east-west right of way at its intersection with the southerly extension of Dove Creek Trail showing the tie-ins to the existing east west right of way and the redesign thru the intersection. Centerline curves shall generally have a minimum 600 foot radius where practical, but not less than a 300 foot radius.
 - b) Subdivider shall provide a centerline profile, topography, daylight lines, and sight distances at intersections, for item a) above and the proposed Dove Creek Trail southerly extension prior to Public Works Engineering approval of the proposed realignments.
 - c) Subdivider shall dedicate a minimum 70 feet along Dove Creek Trail from the south line of the proposed subdivision to Cantelow Road widening as necessary for maintenance of cut and fill slopes.
 - d) Subdivider shall build a 24 foot wide asphaltic concrete roadway with 2 foot paved shoulders and 4 foot graded shoulders to meet the minimum standards for a road having an ADT between 750 and 4000 along Dove Creek Trail from the south line of the proposed subdivision to Cantelow Road.
 - e) Subdivider shall dedicate a minimum 60 feet along Dove Creek Trail from the south line of the proposed subdivision to the north line of the subdivision widening as necessary for maintenance of cut and fill slopes.
 - f) Subdivider shall build a 24 foot wide asphaltic concrete roadway with 4 foot graded shoulders to meet the minimum standards for a road having an ADT below 750 along Dove Creek Trail from the south line of the proposed subdivision to the north line of the proposed subdivision.
 - g) Subdivider shall improve Dove Creek Trail from Peaceful Glen Road to the north boundary line of the proposed subdivision to a 24 foot wide asphaltic concrete surface with 4 foot graded shoulders, to Solano County minimum requirements for a road having an ADT between 251 and 750.

- h) Subdivider shall show calculations for the increased flows into Gibson Canyon Creek and propose mitigation measures for review and approval by Public Works - Engineering.
- i) Subdivider shall install low intensity downward directed full cutoff lighting at the two security gates.
- j) The subdivider shall offer for dedication to the County of Solano all internal subdivision roads.
- k) The subdivider shall construct Dove Creek Court, Willow Pond Lane and the unnamed roads connecting to Willow Pond Lane. The roads shall be constructed in accordance with the requirements of the Road Standards for public roads. The minimum traveled way width shall be twenty feet. If the roads are required to be Solano County public roads, then the subdivider shall dedicate to Solano County in fee the required road rights of way. The minimum right of way width of the roads shall be 60 feet together with any additional right of way required for the cul-de-sacs at the ends of the roads and for cuts or fills.
- l) If the interior roads are not accepted by Solano County as public roads, then the subdivider shall dedicate access and utility easements with a minimum width of 60 feet within all roadways within the subdivision, together with any additional easement area required for the cul-de-sacs at the ends of the roads and for cuts or fills.
- m) The subdivider shall name the unnamed roads within the subdivision, subject to the approval of Building and Safety, prior to filing the Final Map.
- n) If the interior roads are not publicly maintained, a road maintenance agreement that requires all lot owners in the subdivision to participate in the maintenance of the private roads shall be recorded. The maintenance agreement, which shall include a long-term maintenance program, funding mechanism, and budget, shall be approved by Public Works - Engineering prior to recordation of the Final Map. The maintenance agreement shall be incorporated into the project CC&Rs or a separately recorded road maintenance agreement prior to recordation of the Final Map.
- o) The subdivider shall provide a cul-de-sac, or an equivalent alternative turnaround area, at Common Area C, to the satisfaction of Public Works Engineering.
- p) The Emergency Vehicle Access Easement shown between Lots 30 and 31 shall also be designated a utility easement.

- q) Prior to construction of the road improvements, the subdivider shall submit improvement plans to Public Works – Engineering Division and Planning Division, prepared by a civil engineer, for the development. The improvement plans shall be reviewed, approved and signed by the appropriate official from Public Works - Engineering. The plans shall be submitted to Public Works - Engineering for approval in both hard copy and electronic form, in a format approved by the Director. The subdivider shall pay a deposit to cover the plan check and inspection costs of the improvements.
- r) A preliminary soils report shall be prepared and the conclusions and recommendations of the Geotechnical Engineer shall be incorporated into the improvement plans as required by Public Works - Engineering.
- s) The Final Map shall not be recorded until the road and bridge designs have been approved by all necessary regulatory agencies and County Public Works - Engineering Division.
- t) For any of the required road and bridge improvements not completed prior to Final Map recordation, Subdivider shall enter into a secured Agreement with the County prior to Final Map recordation, which shall guarantee completion of said improvements and comply with the following terms, and as may be additionally required by the County:
 - i. Deferment of said construction shall be accepted only if reasonable and necessary, as determined by the Director; and,
 - ii. All required road and bridge improvements shall be completed by the Subdivider to the satisfaction of County Public Works Engineering within two (2) years from execution of the Agreement; and,
 - iii. No building permit for any residential lot within the subdivision shall be issued by the County until all required road and bridge improvements have been completed by the Subdivider to the satisfaction of County Public Works Engineering. This restriction shall be disclosed in writing by the Subdivider to all new lot owners within the subdivision, prior to lot sales, until all road and bridge improvements have been completed to the satisfaction of the County; and,
 - iv. The Agreement shall be secured as required pursuant to Article XI of the Solano County Subdivision Ordinance, for all incomplete road and bridge improvements; and,
 - v. A statement shall be placed by the Subdivider on the Final Map, prior to recordation, stating the nature, extent and requirements for all incomplete

road improvements, and subject to the approval of County Public Works Engineering.

- vi. The form and content of the Agreement shall be approved by County Counsel prior to execution.
- u) On the Final Map, roads shall not be shown as separate parcels, and gross and net acreages for each lot shall be specified.
- v) A note shall be added to the additional information sheet of the final map stating that payment of the English Hills Transportation Impact Fee will be required prior to issuance of building permits for all dwelling units on any of the lots.

Vacaville Fire Protection District

- 38. Wildland Fire Risk – VFPD Requirements (MM VII.h.1) - Subdivider shall comply with the following:
 - a) Subdivider shall comply with the requirements of the Vacaville Fire Protection District (VFPD) pertaining to fire hydrants including hydrant locations, pursuant to the District's letter dated May 6, 2005, prior to recordation of the Final Map.
 - b) Prior to recordation of the Final Map, Subdivider shall furnish to the Resource Management Department a letter from the VFPD verifying that all requirements have been met.
- 39. Wildland Fire Risk – Fire Buffer (MM VII.h.2) - The project homeowners association shall maintain a 10-foot wide minimum fire buffer along Dove Creek Trail within the boundaries of the subdivision by thinning, mowing or discing roadside grass. This requirement shall be a condition of the proposed Policy Plan (PP) Overlay District for the project.
- 40. Emergency Access (MM XV.e) – subdivider shall comply with the following:
 - a) Wherever a dead-end road is permitted, an adequate turning area shall be provided, per Section 1-2.10 of the County's Road Improvement Standards and Land Development & Subdivision Requirements..
 - b) All roads and driveways shall be constructed prior to the issuance of any building permit, per CFC Section 8704.2. Exception: temporary driveways meeting Fire District access requirements may be allowed by the Fire District during construction of individual residences, whereby permanent driveways shall be completed prior to occupancy of the residence.

- c) All gates and encroachments shall be approved by Solano County Transportation and the Vacaville Fire Protection District.
 - d) If gates are allowed to be installed at the entrance of the subdivision, they shall be installed with a KNOX key switch and Click2Enter switch.
 - e) Street or road signs shall be identified with approved signs, per CFC Section 901.4.5.
 - f) The court located off Willow Pond Lane shall be named and receive proper signage.
 - g) Subdivider shall comply with all other vehicular access, building safety and other requirements of the Vacaville Fire Protection District, prior to recordation of the Final Map.
41. Additional requirements of the VFPD are as follows:
- a) All roads shall be built and maintained to Public Road Standards as specified in the County Subdivision Ordinance Section 26-75.2.
 - b) Road name signs shall be provided and installed at all road intersections, and shall meet county standards, per Section 1-4.1 of the County's Road Improvement Standards and Land Development & Subdivision Requirements.
 - c) The court located off Willow Pond Lane shall be named and receive proper signage.
 - d) Hydrants - Residences shall be no more than 1000 road feet from a fire hydrant. Hydrants shall be of approved type and contain one 2 ½" and one 4 ½' NHS external thread outlets. (Equal to Model 614 Long Beach Iron Works). Additional requirements are as follows:
 - i. Fire hydrants shall be installed by the subdivider and operational prior to the issuance of any building permit. 8704.3 CFC
 - ii. Hydrant fire flow shall conform to Fire District standards.
 - iii. Fire hydrants shall be clearly identified in an approved manner to prevent obstruction by parking and other obstructions. 901.4.3 CFC.
 - i. Fire hydrants shall be identified by the installation of blue reflective markers located in the center of the roadway. 901.4.3 CFC

- ii. Fire hydrants subject to possible vehicular damage shall be adequately protected with guard posts in accordance with Section 8001.11.3 CFC
 - iii. A 3-foot (914.4 mm) clear space shall be maintained around the circumference of fire hydrants. 1001.7.2 CFC
 - iv. The center of a hose outlet shall not be less than 18 in. (457 mm) above final grade. NFPA 24
- e) Fire hydrant layout for the new residences shall be as follows:
- i. Hydrant #1 shall be located on the southwest side of Dove Creek Trail on Lot 10 next to driveway.
 - ii. Hydrant #2 shall be located on the northwest side of the proposed Willow Pond Lane on Lot 13.
 - iii. Hydrant #3 shall be moved from its current location, to the northeast side of Dove Creek Trail.
 - iv. Hydrant #4 shall be located on the northwest side of the proposed Dove Creek Court at Dove Creek Trail on Lot 31.
 - v. Hydrant #5 shall be located at the northeast corner of Lot 32.
 - vi. Hydrant #6 shall be located on the north side of Dove Creek Court between Lot 28 and Lot 25.
 - vii. Hydrant #7 shall be at the end of the cul-de-sac on Dove Creek Court, midpoint.
 - viii. Hydrant #8 shall be located at the northeast corner of Lot 7.
 - ix. Hydrant #9 shall be located at the end of the cul-de-sac on the east side of the driveway for Lot 3.
 - x. Hydrant #10 shall be located on Lot 16 on the east side of the driveway.
 - xi. Hydrant #11 shall be located in the southwest curve of Lot 18.
 - xii. Hydrant #12 shall be located at the end of Willow Pond Lane near the “Park Common Area ‘C’”
42. Prior to issuance of any building permits, subdivider shall provide to the Solano County Department of Resource Management written verification from the

Vacaville Fire Protection District that all required improvements have been installed pursuant to the Fire District's requirements.

Rural North Vacaville Water District

43. Prior to filing the Final Map, the subdivider shall agree to install an extension of the water line coming off English Hills Road to serve all proposed parcels on Willow Pond Lane to include the parcels terminating at the proposed cul-de-sac. The subdivider shall agree to extension of the water line coming off Peaceful Glen Road and Dove Creek Trail to the proposed parcels to serve on Dove Creek Court.
44. The subdivider shall agree to work with the California Water Service Company to have the proposed water line extensions engineered by submitting three (3) sets of plans. The subdivider shall agree to purchase and have installed the 32 water meters and backflow prevention devices on the newly proposed water line extensions.
45. The subdivider shall agree to work with the Vacaville Fire Protection District to purchase and have installed the twelve (12) fire hydrants required by the District so as to ensure that all proposed domestic residences are within 1,000 feet of a fire hydrant.
46. The subdivider shall agree to file an Application for Assessment Apportionment and pay the fees to NBS Local Government Solutions for the Reassessment/Reapportionment of the proposed thirty-two (32) lots created by the Subdivision under the terms and conditions of the supplemental assessment district established by a vote of the property owners to payoff the two state construction loans that were used to construct the water system.

Added by the Planning Commission

47. Prior to recordation of the Final Map, the subdivider shall establish financial assurances enabling the County to maintain all common area and other required improvements within the subdivision should the subdivision homeowners association disband or otherwise cease to perform said maintenance responsibilities. This shall include establishment of a special assessment district or other assurances as deemed appropriate by the Department of Resource Management. If a special assessment district is to be established, the following shall apply:
 - a) Subdivider shall initially establish the special assessment district, subject to the approval of the Department of Resource Management.

- b) All costs to establish and administer the special assessment district shall be the responsibility of the subdivider and/or subdivision homeowners association, as appropriate.
 - c) Assessments shall be based on maintenance plans on file with the Department of Resource Management, or as otherwise subsequently approved by the Department of Resource Management, including County administration costs.
 - d) Assessments and collection thereof by the County shall be suspended until such time that the subdivision homeowners association dissolves and/or fails to perform required maintenance of subdivision improvements as determined by the County Department of Resource Management in writing to each of the property owners within the subdivision.
 - e) Assessments shall be automatically adjusted annually for inflation.
 - f) Establishment of the special assessment district shall include an initial deposit of twenty-thousand dollars (\$20,000) by the subdivider for future maintenance and/or repair of stormwater improvements within the subdivision.
48. Prior to recordation of the Final Map, the subdivider shall initiate a groundwater (hydrological) study and furnish a groundwater monitoring and reporting program which comply with the following:
- a) The groundwater study shall include:
 - i. One year (12 consecutive months) of data collection.
 - ii. Actual and maximum projected water use by the subdivision well(s).
 - iii. A pump test on the subdivision well(s) and results that document: a) sustained yield in gallons per minute; b) static water level prior to the test; c) drawdown of the aquifer during the test; and, d) recovery time for the aquifer after the test. The test shall be four (4) hours in duration and performed during the dry weather month of September within the one-year study period.
 - iv. Once-a-month documented static water elevations of the subdivision well(s) and a minimum of two other separate wells on adjacent or neighboring properties with property owner consent.
 - v. A report prepared at the conclusion of the study period that includes the data collected, findings, and an evaluation of potential impacts of the subdivision well(s) on the domestic well production on adjacent

properties based on initial and projected water production. The report shall be furnished to the Solano County Environmental Health Division.

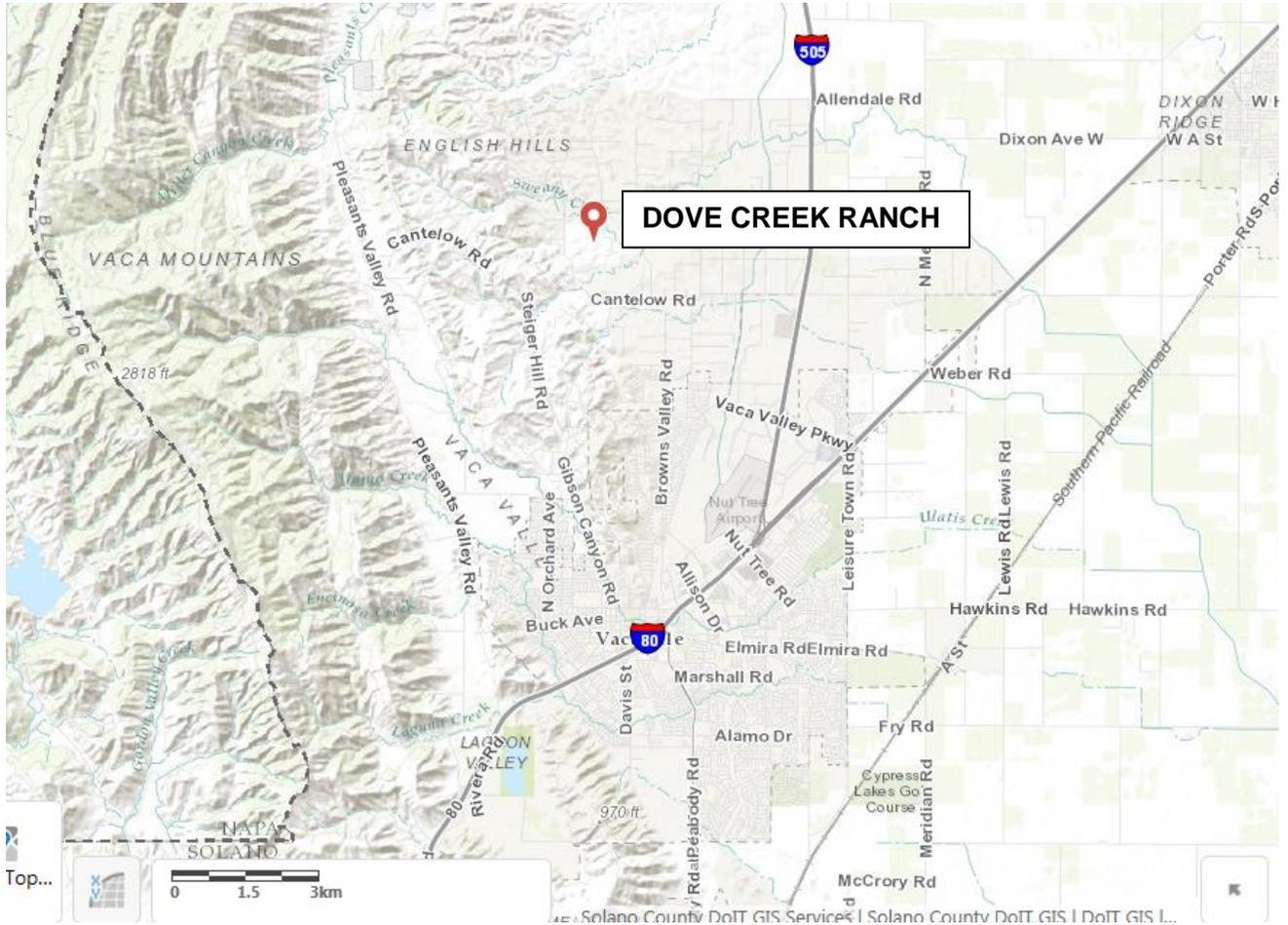
- b. The groundwater monitoring and reporting program shall include:
 - i. Data collection, comprising documented water volumes drawn from the subdivision well(s), tabulated in monthly increments, and the specified use of the water, whether for landscape irrigation or otherwise.
 - ii. Documented static water elevations of the subdivision well(s) at least twice each year; once each during the dry weather month of September and the wet weather month of March.
 - iii. Preparation of an annual report at that includes the data collected. The report shall be furnished to the Solano County Environmental Health Division.
 - iv. The monitoring and reporting program, together with a funding mechanism to carry out the provisions above, shall be incorporated in the subdivision CC&Rs.
 - c. The one-year groundwater study, long-term monitoring, and all reporting shall be performed by a hydro geologist or other state licensed professional with expertise in groundwater resource management.
49. Prior to recordation of the Final Map, the subdivider shall offer for dedication 60 feet of public right of way along Dove Creek Trail from Peaceful Glen Road to the north boundary line of the subdivision.

PG&E

- 50. Subdivider shall dedicate a minimum 10-foot Public Utilities Easement for underground facilities and appurtenances adjacent to all public ways, private drives and/or irrevocable offers of dedication.

Other

- 51 Subdivider shall dedicate a storm water and drainage maintenance easement on all common area parcels and drainage courses that will allow County and/or other designated public agency employees or agents access for monitoring, maintenance and/or repair of required subdivision improvements and other obligations.



LOCATION MAP

DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please contact Kristine Sowards, Department of Resource Management at 675 Texas Street, Suite 5500, Fairfield, CA (707) 784-6765 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider approving a two year extension of Tentative Subdivision Map No. S-01-03 for the **Dove Creek Ranch Subdivision** subdividing the 80 acre project site into 32 single-family lots, ranging in size from 1.3 – 3.8 acres, with additional common lots, subject to the original adopted conditions of approval for property, located at the southwest terminus of Dove Creek Trail, 7471 Dove Creek Trail (APN's: 0105-080-460 & 470);. A Mitigated Negative Declaration of Environmental Impact was previously prepared and adopted for the project. (Project Planner: Nedzlene Ferrario)

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on September 26, 2017. This item is scheduled to be heard by the Board at 1:00 p.m. or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

BIRGITTA E. CORSELLO
Clerk of the Board of Supervisors
County of Solano, State of California

The Daily Republic - legal ad/one time - Sunday, September 10, 2017
Vacaville Reporter - legal ad/one time - Sunday, September 10, 2017

Due to the file size, the following documents(s) can be accessed via the links(s) in the list below, in addition to being on file with the Clerk of the Board.

1. [F - Dove Creek Ranch 2005 Report and Approvals](#),
2. [G- 2005 Board minutes](#)

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6):

Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors);

Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

In-Home Supportive Services Authority representatives: Marc Fox, Jeannine Seher, Mark Love, Gerald Huber, Nancy Huston and Birgitta E. Corsello. Employee organization: SEIU Local 2015

- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
 - a. Estimated year of public disclosure:_____
- N. HEARINGS
 - a. Subject matter:_____
 - (nature of hearing, i.e. medical audit comm., quality assurance comm., etc.)

If the Board decides to deny the request for a continuance, the Department of Resource Management recommends that the Board:

1. Conduct a noticed public hearing to consider the appeal of the Planning Commission's approval of Use Permit Application No. U-16-04 of Caymus Suisun Winery for the construction of a large winery and related uses, including tasting, retail sales and special events located at 4991 Suisun Valley Road, and
2. Adopt a resolution to **Adopt** the Mitigated Negative Declaration, **Affirm** the Planning Commission Approval and **Approve** Use Permit U-16-04 (Attachment A).

SUMMARY:

In December, 2016, the Department of Resource management received an application for the Caymus Suisun Winery to construct of a large winery with related uses, including tasting, retail sales and special events. The proposed winery would include facilities for the crushing, fermenting, bottling, storage, sales and distribution of wine and spirits as well as a retail sales and special events center (See Project drawings and details in Linked Attachments). A large winery requires a use permit in the A-SV-Zoning District.

On August 3, 2017, the Planning Commission conducted a public hearing and then adopted a Mitigated Negative Declaration and approved use permit U-16-04 for the Caymus Suisun Winery (See Planning Commission Record - Linked Attachments).

Subsequent to the Planning Commission action to approve the use permit, an appeal was filed requesting the Board of Supervisors to set aside the Planning Commission's actions (See Linked Attachments). The appeal raised several points pertaining to the project and the Planning Commission's approval of the project. In response to the appeal, the Board of Supervisors set a hearing for consideration of the appeal for September 26, 2017 at 7:00 PM.

The Department of Resource Management recommended approval of the project to the Planning Commission citing that the project was consistent with the General Plan, the Suisun Valley Strategic Plan and the Suisun Valley zoning regulations.

The Planning Commission conducted a public hearing with 24 speakers. The majority of the speakers were in support of the project. The Commission also received several letters regarding the MND (See Linked Attachments). At the conclusion, the Commission voted 4-1 to adopt the Mitigated Negative Declaration (See Linked Attachments) and approve the project (See Planning Commission Record - Linked Attachments).

FINANCIAL IMPACT:

The cost of staff time to administer the appeal process is included in the use permit application fees and the appeal fee.

DISCUSSION:

Proposed Winery

The proposed facility is classified as a large winery, producing up to 200,000 gallons of wine per year. The project (See Site Plan - Linked Attachments) will include phased development of the two parcels for winery production and administration and related tasting and special event facilities. The facility will include retail sales, business administration, tours and tasting, and space for promotional events conducted by the winery. The public area of the facility will be available for rent for special events such as weddings. Wine may be bottled onsite by a mobile bottling service or shipped via tanker truck to the winery owned by Caymus Vineyards located at 2650 Cordelia Road, Fairfield or other designated site.

During Phase 1, the facility will employ up to 25 full time, 5 part time and 5 seasonal employees.

During Phase 2, the facility will employ up to 35 full time, 10 part time and 10 seasonal employees.

The undeveloped portions of the project area would be maintained for agricultural uses primarily farming or vineyard. During harvest season (July through October) the facility will operate 24 hours a day and seven days per week. During non harvest season (November through June) the facility will operate from 5:00 am until 11:00 pm, seven days per week.

Visitor Serving Uses

A number of visitor serving uses are planned as identified below. Event hours will be up to 11pm.

1. Tours, tasting (including barrel tastings) and retail sales open to the public are planned daily from 9:30 am to 6:00 pm. In addition to traditional wine tasting, hay rides around the property will be offered to provide education and awareness of grape production and agriculture in the Suisun Valley region. Peak visitor numbers are expected to be up to 100 on a weekday and up to 200 people per day on a weekend.
2. Food and wine pairings will be offered daily to reserve tasting guests, in groups up to 25.
3. Amplified music would only occur within enclosed buildings or outdoors for events. Outdoor amplified music would be curtailed prior to 10:00 pm. As conditioned by the Planning Commission, the noise level of amplified music would not exceed 65 dB at the property line.
4. Promotional events such as wine club, winemaker dinners and marketing events with meals will be held up to 25 times per year with 20 to 100 guests per event.
5. Up to 24 weddings or other similar special events are anticipated with attendance of up to 450 guests. Special events with more than 100 attendees would be served by portable toilets and meals would be prepared offsite by caterers. Events with more than 100 attendees could occur only on weekends.

Project Setting

The property is located at 4991 Suisun Valley Road. The parcels are generally flat and are bounded by Suisun Valley Road and Suisun Valley Elementary School to the east, and agriculture to the north, west and south. The parcels were previously used as a dried fruit processing facility and are currently part of existing vineyard operations and equipment storage. The nearest residence is approximately 500 feet to the north. There are two existing driveways to the site and one road on the northern border of the site that is an easement for access to a neighboring parcel.

General Plan Consistency

The property is designated as Agricultural by the 2008 Solano County General Plan which is intended to protect areas devoted to the practice of agriculture. Crop production and agricultural processing activities, including wineries, are consistent with this land use designation. The General Plan also identified this area as within a special study area. As a result, the County subsequently undertook a planning effort for the Suisun Valley.

Suisun Valley Strategic Plan and Zoning Consistency

The Suisun Valley Strategic Plan was adopted by the County in 2010. The Plan designates this property as Agriculture. The Strategic Plan also included new zoning regulations for Suisun Valley. The subject property was rezoned to a newly created Agriculture-Suisun Valley (A-SV-20) District. The A-SV-20 District permits the establishment of large wineries (>100,000 gallons per year) with a use permit. In addition, the zoning permits restaurants and cafes, local products and special events. The proposed winery and retail and events center is consistent with the standards established in the A-SV-20 District.

Williamson Act

The property is under a Williamson Act contract. The establishment of a winery is a compatible use with the Williamson Act.

Development Review Committee

The project was referred to the Development review committee for Solano County. Comments were received from the Environmental Health, Public Works and Building and Safety Divisions. Their requirements have been incorporated into the conditions of approval (Linked Attachment).

Outside Agency Review

The project was also referred to several outside agencies, including:

1. Solano Irrigation District
2. Suisun Fire Protection District
3. Fairfield-Suisun Unified School District
4. Sonoma State University
5. SF Regional Water Quality Control Board

Public Correspondence Received by the Planning Commission

Prior to the Planning Commission's hearing, the Department received one letter on the use permit from Mary Browning (Linked Attachment) in opposition to the proposed winery. In her letter, Ms. Browning cited several concerns with respect to winery development within the Suisun Valley, including:

1. Inappropriate scale of the proposed development
2. Deficiencies in the County General Plan, Suisun Strategic Plan and Zoning with respect to wineries and agritourism,
3. Inadequate enforcement of existing permits and regulations.

As previously discussed, the zoning was amended to include a new Suisun Valley Agricultural Zoning District (A-SV-20) which was applied to this property. As previously discussed, this project is consistent with the provisions of the A-SV-20 Zoning District.

Planning Commission Action

The Planning Commission conducted a public hearing with two dozen speakers. At the conclusion, the Commission voted 4-1 to adopt the Mitigated Negative Declaration (See Linked Attachments) and approve the project.

APPEAL

Appellants Issues/Reasons for requesting an Appeal Hearing

The appellant's have raised several issues in their letter listed below.

1. Expansion of the wine industry will adversely impact Suisun Valley
2. The number of events proposed by Caymus-Suisun is excessive
3. Adequacy of Solano winery regulations versus Napa's regulatory scheme
4. Weddings are not related to agriculture
5. MND is deficient
6. Insufficient notice

Staff Response to the Issues/Reasons for requesting an Appeal Hearing

Staff has provided responses to each of the points raised in the appeal filed on this matter.

1. Expansion of the wine industry will adversely impact Suisun Valley

The Caymus-Suisun Winery is an example the type of agritourism development that the County sought to attract to the Suisun Valley when the Board approved the Suisun Valley Strategic Plan and zoning. The County has adopted Level of Service C as its standard for movement through intersections. This individual project included a traffic study which indicated that the level of service along Suisun Valley Road would remain in the A and B categories after development of the winery. Even after full development of the Suisun Valley, including the proposed project, Level of Service ranges from A through C.

2. The number of events proposed by Caymus-Suisun is excessive

The number of events approved by the Planning Commission was deemed to be reasonable based on the analysis provided to the Commission, and the conditions of approval imposed on the project by the Commission. The proposed project is able to provide onsite parking for all event guests, and traffic and noise standards imposed on the project reduce the impacts of events to an acceptable level.

3. Adequacy of Solano winery regulations versus Napa's regulatory scheme

The California Department of Alcoholic Beverage Control (ABC) reports that there are more than 1400 wineries in Napa County and 40 in Solano County. There are approximately 4,000 acres of grapes currently in production in Solano County with over 43,000 acres in production in Napa County. As a result, Napa County requires a different approach to regulation of wineries than are required for Solano County. Whereas Napa relies on a legislating exactly what a winery can and cannot conduct, Solano utilizes the use permit to control what type and scale of activities a specific parcel can reasonably support.

4. Weddings are not related to agriculture

The County has historically allowed wineries to use the public portion of their facilities and grounds as special event facilities, which members of the public may rent as a venue to conduct weddings and other similar types of private events. Through the use permit process, the County evaluates the impacts of events at wineries to ensure that proper infrastructure exists to support the increase in visitors during events. In this particular case, the large events are limited to weekends to avoid the traffic congestion during the workday commute pattern. In addition, the Planning Commission added a condition to require a Traffic Control and Parking Management Plan before conducting the large events. The traffic study indicated that the Level of Service would remain at A or B after development of this project, and A,B and C at full build out of the Suisun Valley.

5. MND is deficient

The appellant's assert that the MND is inadequate with respect to its treatment of traffic, noise and wastewater treatment analysis. Staff responses are provided below.

Traffic Concerns

As previously discussed, the traffic report does not agree with the appellant's opinion. It concluded that the intersections impacted by the proposed winery maintain a Level of Service of A and B after development of the winery, and A,B and C at full build out under the Suisun Valley Strategic Plan.

Noise Concerns

The noise issue was addressed by the Planning Commission by adding a condition of approval which states: *"Prior to any event with amplified outdoor music, the proposed sound level will be measured by the applicant at the property lines. Amplification levels will be adjusted to ensure noise levels at such property lines do not exceed 65 dB. These sound levels shall not be increased during the event with amplified outdoor music."*

The Planning Commission felt this provision was adequate to address the potential for noise impacts.

Wastewater Processing

The applicant and the Planning Commission agreed that the package treatment alternative was not fully analyzed. As a result the staff recommended an added condition, accepted by the applicant and incorporated into the Commission's Resolution (Condition (B) (5) (e) limiting the project to a "hold and haul" system only for process wastewater. The process wastewater is under the jurisdiction of the San Francisco Regional Water Control Board and will be permitted by that agency.

6. Insufficient notice

The appellants are contending that the copy of the application for use permit posted on the County website was deficient because the attached project description was not included for public review.

The application is not a matter of public notice, but is available for public review. The Draft Initial Study/Mitigated Negative Declaration, circulated for public review, contained a detailed project description. The staff report also contained a project description. The Notice of Public Hearing contained a project description as did the Planning Commission agenda.

ALTERNATIVES:

As an alternative, the Board could either:

1. Deny this application. This is not recommended because the project as proposed is consistent with the general plan, strategic plan and zoning.
2. Approve the application with modified conditions of approval, or
3. Continue this matter to obtain additional information.

OTHER AGENCY INVOLVEMENT:

The State Clearinghouse was referred the MND and no comments were submitted during the public review period.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2017 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING USE
PERMIT NO. U-16-04 OF CAYMUS SUISUN WINERY**

Whereas, the Solano County Planning Commission approved Use Permit No. U-16-04 for the Caymus Suisun Winery, at a noticed public hearing conducted on August 3, 2017, after having adopted the Mitigated Negative Declaration prepared by the Department of Resource Management for the project; and

Whereas, the Caymus Suisun Winery is a proposed winery to be located at 4991 Suisun Valley Road, approximately 450 north of Mankas Corner Road in the A-SB-20 Agriculture—Suisun Valley Zoning District (APN's 0149-060-080 and 0149-060-050), which will include a large winery (>100,000 gallons annual production), a public tasting and retail sales area, and a special events facility; and

Whereas, an appeal of the Planning Commission's decision was filed timely by Valerie Dodini and Mary Browning; and

Whereas, at a noticed public hearing conducted on September 26, the Solano County Board of Supervisors has reviewed the appellants' reasons for the appeal and has considered the applicant's submittal, the staff report of the Department of Resource Management, the Mitigated Negative Declaration, comments received by the Department of Resource Management during the public review process for the Mitigated Negative Declaration, the minutes and resolution of the Planning Commission, and all comments regarding the application; and

Whereas, after due consideration, the Board makes the following findings in regard to the application:

1. The establishment, maintenance, or operation of the Project is in conformity with the County General Plan with regard to traffic circulations, population densities and distribution, and other aspects of the General Plan.

Wineries, a form of agricultural processing, are uses considered consistent with the agriculture designation in the 2008 General Plan and the 2010 Suisun Valley Strategic Plan. The establishment of a large winery is permitted in the A-SV-20 district with a use permit.

2. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

The conditions of approval imposed by this use permit ensure that adequate roads, utility and drainage facilities will be constructed to meet the demands of this Project.

3. The subject use will not, under the circumstances of the particular case, constitute a nuisance or be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in or passing through the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

As conditioned, the Project will not constitute a nuisance to surrounding properties, nor will it be detrimental to the health, safety, or welfare of County residents. Adequate mitigation measures and conditions of approval have been incorporated into the Project.

4. There is no substantial evidence that the Caymus Suisun Winery Project will have a significant effect on the environment, and the Mitigated Negative Declaration prepared by the Department of Resource Management reflects the County's independent judgment and analysis.

Resolved, the Solano County Board of Supervisors adopted the Mitigated Negative Declaration prepared by the Department of Resource Management for the Caymus Suisun Winery Project, and the Department is designated as the custodian of materials which constitute the record of proceedings on this matter.

Resolved, Board of Supervisors approves Use Permit No. U-16-04 for the Caymus Suisun Winery, subject to the following conditions of approval, which conditions shall function as a program for monitoring the mitigation measures identified in the Mitigated Negative Declaration and incorporated into the project as approved:

1. The use shall be established in accord with the application material, Mitigated Negative Declaration, staff report to the Planning Commission, and the approved site plan.
2. Within 60 days of approval of the use permit, the permittee shall submit a final development plan portraying the project as approved, including any modifications imposed by these conditions of approval.
3. The permit is issued for an indefinite period, subject to renewal every 5 years per Section 28.106(N) of the Solano County Code. The permittee shall file an application for renewal 60 days prior to each five-year anniversary date (beginning August 3, 2022).
4. No additional uses or new or expanded buildings shall be established or constructed beyond those identified on the approved development plans without prior approval of a new, revised, or amended use permit.
5. The premises shall be maintained in a neat and orderly manner and kept free of accumulated debris and junk.
6. Failure to comply with any of the conditions or limitations set forth in the subject conditions of approval shall be cause for the revocation of this permit.
7. Prevent Offensive Noise, Dust, Glare, Vibration or Odor. All uses of land and buildings shall be conducted in a manner, and provide adequate controls and operational management to prevent the following:
 - a. Dust, glare, vibration which are detectable beyond any property line, and
 - b. Noise that exceeds 65dBA LDN at any property line. Prior to any event with amplified outdoor music, the proposed sound level will be measured by the permittee at the property lines. Amplification levels will be adjusted to ensure noise levels at such property lines do not exceed 65 dB. These sound levels shall not be increased during the event with amplified outdoor music.
8. Prevent Storm Water Pollution. Any use of land or buildings shall contain measures to manage storm water to prevent any potential contaminants, processing wastes or by-products from entering any natural or constructed storm water facility or canal, creek, lake, pond, stream or river.
9. Manage Parking. Adequate off-street parking shall be provided pursuant to Section 28-94 as well as Section 28.73.30(A) and (B)(6)(a)(6); parking areas and driveways shall be treated as

necessary to control dust. Shall provide off-street parking in accordance with Section 28-94 in addition to paved parking spaces, aisles and pathways for the disabled in accordance with Building Code.

10. Per Section 28.73.30(B)(6)(a)(6), no parking shall be allowed within any road right-of-way for 1,000 feet in either direction of any access point or access located on the site. The permittee shall place signs along the interior access ways and at 300 foot intervals on the permittee's property along the road right-of-way indicating this parking restriction. These signs shall be posted no earlier than the day before the event and shall be removed no later than the day following the event.

11. Manage the Removal of Natural Material. Removal of natural material 1) shall prevent offensive noise, dust, vibrations or standing water from occurring beyond any property line; 2) shall not create finished grades of a greater slope than two to one; and 3) shall be so located that generated traffic will not constitute a hazard or nuisance to surrounding property.

12. Manage Solid Waste and General Liquid Waste Storage and Disposal.

a. All uses are prohibited from discharging liquid, solid, toxic, or hazardous wastes onto or into the ground and into streams, lakes, or rivers except as allowed by applicable local, State and federal laws and regulations.

b. The handling and storage of hazardous materials, the discharge of hazardous materials into the air and water, and the disposal of hazardous waste in connection with all uses shall be in conformance with all applicable local, State and federal regulations.

c. All burning of waste materials accessory to any use shall comply with the Yolo-Solano Air Quality Management District or the San Francisco Bay Area Air Quality Management district based on geographic location of the activity specific to each air quality management district.

d. The disposal or dumping of solid wastes accessory to any use, including, but not limited to, slag, paper and fiber wastes or other industrial wastes, shall be in compliance with applicable local, State, and federal laws and regulations.

e. All liquid wastes associated with wine production shall be collected and off-hauled to an approved treatment facility. No on-site disposal of such liquid waste shall occur.

13. The use of lands and buildings may be subject to additional permits from the County of Solano or other public agencies. Prior to conducting any land use authorized under this permit, the permittee shall obtain any other federal, state or local permits required for construction or operation of the proposed winery.

14. The Building and any site improvements shall be designed using the 2016 California Building Standards Codes including the mandatory measures found in the new 2016 California Green Building Code, Chapter(s) 1, 2, 3, 5, 6, 7, 8, and A5 for Voluntary Measures. The building shall meet all of the requirements for commissioning a Green Building due to the size exceeding 10,000 square feet. The commissioning information is found in Section 5.410.2 of the 2016 California Green Building Code. (CalGreen) The building shall be designed by a licensed and/or registered architect/engineer who is knowledgeable in Green Building Codes.

15. Prior to any construction or improvements taking place, a Building Permit Application shall first be submitted as per Section 105 of the 2016 California Building Code. "Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit."

16. No building shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued either a temporary certificate of occupancy or a certificate of occupancy that corresponds to the intended use of the building.

17. A separate grading permit will be required for any grading (Mitigation Measures 2.9.b).

18. A geotechnical/Soils Report will be required for any expansions to existing buildings or for the construction of new buildings.

19. The building permit plans shall include a code analysis as listed below and the design shall be under the 2016 California Codes and all current rules, regulations, laws and ordinances of the local, state and federal requirements. Upon building permit submittal, the licensed architect shall provide a code analysis for each building or structure such as:

- a. Occupancy Classification
- b. Type of Construction
- c. Seismic Zone
- d. Location on Property
- e. Height of all buildings and structures
- f. Square footage
- g. Occupant Load
- h. Allowable Floor Area
- i. Height and Number of Stories

20. Plans and Specifications shall meet the requirements as per Section 107 of the 2016 California Building Code. "Construction documents, statement of special inspections and other data shall be submitted in one or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional." Electronic media documents are permitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official."

21. The site and all facilities shall meet all of the accessibility requirements found in Chapter 11B of the 2016 California Building Code. The designer is required to design for the most restrictive requirements between ADA Federal Law and the 2016 California Building Code. The Solano County Building Division will be reviewing the plans for the most restrictive requirements of the two. There shall be a complete site plan, drawn to scale, and designed by a licensed architect reflecting all site accessibility.

22. All accessible paths of travel and parking areas shall be a hard-scaped surface and shall meet all of the worst case requirements between Chapter 11B of the 2016 California Building Code and the ADA Federal Law.

23. The fire district will reassess the site for fire life and safety requirements.

24. Hazardous Materials – The operator shall be in compliance with all hazardous materials and hazardous wastes laws and regulations. A Hazardous Materials Business Plan that includes chemical inventories, emergency response plan, and employee training plan. is required if hazardous

materials or wastes stored on-site meet or exceed 55 gallons liquid, 200 cubic feet of gas and / or 500 pounds of solid. The operator must create and submit a Hazardous Materials Business Plan in the California Environmental Reporting System.

25. Water Supply System - The proposed project will use onsite wells and meet the threshold of the 25 or more persons per day, on average for any 60-day period. The use of the existing water wells to provide potable water for employees, visitors, and development of a commercial/retail food service will require evaluation by and potentially permit from the State of California Department of Public Health Division of Drinking Water (CDPH). If CDPH does not permit the water system as a Small Community Water System, then under the Use Permit the water used for commercial/ retail food service will meet the standards for potable drinking water. The water system will need to comply with all pertinent state and local requirements, including financial assurances, monitoring, reporting, and meeting potable water quality standards. Ala Lilichenko, DPH may be contacted at 510 620-3601 for permitting requirements and information. Additionally, even if a DPH permit is not necessary any water served or used in retail food preparation must be in compliance with potable drinking water standards. The proposed public water provider is the Suisun-Solano Water Authority. A "will serve" letter shall be provided from this agency with its ability and intention to provide public potable drinking water to this project.

26. Waste Water Disposal - The proposed wastewater generated from employees, visitors to the tasting room, and event guests is anticipated for permitting and oversight by the California Regional Water Quality Control Board (San Francisco Bay Region) (SFRWQCB) under Waste Discharge Requirement (WDR) permit. Regulatory requirements for the waste water disposal will include financial assurances and ongoing monitoring and maintenance requirements, including the designation of a qualified responsible operator. SF RWQCB, (Melissa Gunter 510 622-2390) may be contacted for system evaluation. In conversations with SFRWQCB it is likely that the domestic type wastewater system will be delegated to Solano County for review, siting, and permitting for construction. If the domestic type wastewater system is classified as an alternative type system per Solano County Code, Chapter 6.4 due to limiting soil and groundwater conditions then an operations and maintenance permit on will be required on an annual basis. Occasional special events with attendees of up to 450 people may be supplemented with the use of approved portable toilet units for these types of occasional temporary events.

27. Commercial Kitchen/Food Service - Food permits shall be obtained for the delicatessen and the wine tasting room, if food is offered for sale or service other than the serving of crackers. Plans and specifications for both facilities shall be submitted to the Consumer Section of the Environmental Health Division for review and approval prior to commencing construction. A Special Event Organizer's Permit is required for on-site events open to the public with 2 or more food vendors. A Special Event Organizer's Permit application shall be submitted to the Consumer Section of the Environmental Health Division at least 30 days in advance of the event. All food vendors operating at these events shall submit Special Event Food Vendor Applications and obtain food permits at least 30 days in advance of the event.

28. Plans submitted for building permit must meet all requirements of the Uniform Building and Fire Codes. Occupancies will be determined by the County Building Official for restrictions.

29. New buildings may require protection by an automatic fire sprinkler system. System plans must be submitted to the Suisun Fire Protection District for permit, plan review and field inspections.

30. Other Fire Protection Systems and Alarms may be required pending occupancy use.

31. Public events on-site may have special requirements.

32. Access Road and building approach must meet County and Fire Code Standards.

33. Occupant load and exits will be determined upon submission of plans for building permit.

34. The access road must meet all Solano County requirements for use as a commercial driveway. This may include adequate turning radius or approved turnarounds capable of supporting fire apparatus.

35. Any gate entrances shall be at least 16 ft. wide. If gate is locked, it will be required to be provided with approved fire department access device.

36. Tasting Facility. The tasting facility must be no larger than 5,000 square feet or 30 percent of the size of the processing facility, whichever is less. Size shall be determined by measuring the total roof covered area.

37. Events. Events of more than 100 attendees will be scheduled to occur on weekends (Saturday/Sunday) only. Events (including weddings) of 100 or fewer attendees may be scheduled on any day of the week. Permittee shall make all reasonable efforts to avoid scheduling the arrival or departure times of any event with fewer than 100 attendees during regularly scheduled school day drop-off or pick-up times.

38. Production Reporting. The winery operator shall report at the end of each calendar year to the Department of Resource Management the total gallons of wine produced, in bulk and bottles combined, during the calendar year. Such reporting may alternatively include proof of payment of the annual license renewal fee to the Department of Alcoholic Beverage Control (ABC), including the dollar amount of the fee paid.

The proposed winery is subject to minimum development standards which are enumerated in Section 28.23. The proposed winery shall be developed in compliance with the development standards enumerated in Table 28.23b and Table 28.23C.

39. Design Review. Design Review, as described in Section 28-23.103 of the Solano County Zoning Regulations, shall be required for all new construction requiring a building permit. The permittee shall obtain design review approval from the Director of Resource Management prior to the issuance of any building permit for the proposed winery.

40. Traffic Management Plan. A traffic management plan shall be submitted to and approved by the Director of Resource Management prior to a first event of 100 or more attendees. Such plan shall address, at a minimum, overflow parking, traffic flow onto and off of public roads, and any proposed shuttle service or staging of vehicles. The approved traffic plan shall be utilized thereafter for future events of more than 100 attendees. The permittee may submit an amended traffic plan for review and approval as needed.

41. The permittee shall apply for, secure and abide by the conditions of a grading permit prior to the construction of the private road and for all onsite grading. Public Works Engineering will require the submittal of a drainage plan showing all offsite and onsite improvements necessary to manage storm water issues related to this development.

42. The permittee shall apply for, secure and abide by the conditions of an encroachment permit

for any planned private road connections to Suisun Valley Road. All private roadway connections to public roads shall meet Solano County Road Improvement Standards and Land Development Requirements.

43. The permittee shall name and install private road signs for the private road shown on the site plan. The Planning Division shall approve the road name and Public Works Engineering shall approve the signs.

44. The permittee shall be limited to one new private roadway connection to Suisun Valley Road, in the location shown on the site plan labeled as PRIMARY ACCESS. If alternate access points are pursued, a revision of the use permit shall first be obtained and additional requirements may be imposed such as a left-turn lane on Suisun Valley Road.

45. Prior to construction of the private road the permittee shall obtain and record a 50-foot wide access easement across the offsite properties identified as assessor's parcel numbers 0149-060-100 and 0149-060-130.

46. The permittee shall construct the private roadway to County of Solano Road Improvement standards. The access road shall be constructed from the connection to Suisun Valley Road, across offsite parcels identified as assessor's parcel number 0149-060-100 and 0149-060-130 as shown on the site plan.

47. Prior to construction of the private road and any building pads, the permittee shall submit grading plans for the proposed improvements to Public Works Engineering. Grading plans shall be prepared by a licensed Civil Engineer, and the plans shall be reviewed and approved by the appropriate official from Public Works Engineering.

48. Prior to construction of the private road the permittee shall record a road maintenance agreement that requires all lot owners to participate in the maintenance of the private roadway. The maintenance agreement shall include all roadway improvements, including culverts and drainage ditches. The agreement shall include the private roadway across the offsite parcels, identified as assessor's parcel numbers 0149-060- 100 and 0149-060-130.

49. The project shall comply with the adopted Suisun Valley Design Guidelines as part of Design Review prior to any construction (Mitigation Measures 2.1a).

50. Light fixtures shall be installed that have light sources aimed downward and shielded to prevent glare or reflection or any nuisance, inconvenience, and hazardous interference of any kind on adjoining streets or property (Mitigation Measures 2.1d).

51. The project, shall implement the following measures to further reduce exhaust emissions from construction-related equipment (Mitigation Measures 2.3.a):

- Commercial electric power shall be provided to the project site in adequate capacity to avoid or minimize the use of portable gas-powered electric generators and equipment.
- Where feasible, equipment requiring the use of fossil fuels (e.g., diesel) shall be replaced or substituted with electrically driven equivalents (provided that they are not run via a portable generator set).
- To the extent feasible, alternative fuels and emission controls shall be used to further reduce NO_x and PM₁₀ exhaust emissions.
- On-site equipment shall not be left idling when not in use.
- The hours of operation of heavy-duty equipment and/or the amount of equipment in use at

any one time shall be limited.

- Construction shall be curtailed during periods of high ambient pollutant concentrations; this may involve ceasing construction activity during the peak hour of vehicular traffic on adjacent roadways or on Spare the Air Days.
- Staging areas for heavy-duty construction equipment shall be located as far as possible from sensitive receptors.
- Before construction contracts are issued, the permittee shall perform a review of new technology, in consultation with BAAQMD, as it relates to heavy-duty equipment, to determine what (if any) advances in emissions reductions are available for use and are economically feasible. Construction contract and bid specifications shall require contractors to utilize the available and economically feasible technology on an established percentage of the equipment fleet. It is anticipated that in the near future, both NO_x and PM₁₀ control equipment will be available.

52. The project shall implement the following enhanced and additional control measures recommended by BAAQMD and YSAQMD to further reduce fugitive PM₁₀ dust emissions (Mitigation Measures 2.3.b):

- Hydroseeding shall be used or nontoxic soil stabilizers shall be applied to inactive construction areas (previously graded areas inactive for 10 days or more).
- Exposed stockpiles (e.g., dirt, sand) shall be enclosed, covered, or watered twice daily, or nontoxic soil binders shall be applied to such stockpiles.
- Traffic speeds on unpaved roads shall be limited to 15 mph.
- Sandbags or other erosion control measures shall be installed to prevent runoff of silt to public roadways.
- Vegetation shall be replanted in disturbed areas as quickly as possible.
- Wheel washers shall be installed on all exiting trucks, or the tires or tracks of all trucks and equipment leaving the site shall be washed off.
- Windbreaks shall be installed or trees/vegetative windbreaks shall be planted at windward side(s) of construction areas.
- Excavation and grading activity shall be suspended when winds (instantaneous gusts) exceed 25 mph.
- The area subject to excavation, grading, and other construction activity at any one time shall be limited, as necessary.

53. The permittee shall apply for and obtain any required permits from the Corps (CWA Section 404 permit), Water Board (CWA Section 401 water quality certification), and CDFW (Fish and Game Code Section 1602 Streambed Alteration Agreement) prior to construction (Mitigation Measures 2.4.a).

54. The permittee shall apply for and obtain a Stormwater Pollution Prevention Plan (SWPPP) in accordance with National Pollution Discharge Elimination System (NPDES) and Water Board requirements. The SWPPP shall include the following major components (Mitigation Measures 2.4.b):

- A comprehensive erosion and sediment control plan, depicting areas to remain undisturbed and providing specifications for revegetation of disturbed areas.
- A list of potential pollutants from building materials, chemicals, and maintenance practices to be used during construction and the specific control measures to be implemented to minimize release and transport of these constituents in runoff.
- Specifications and designs for the appropriate best management practices (BMPs) for controlling drainage and treating runoff in the construction phase.
- A program for monitoring all control measures that includes schedules for inspection and

maintenance and identifies the party responsible for monitoring.

- A site map that locates all water quality control measures and all restricted areas to be left undisturbed.

55. To avoid “take” of special-status bats, the permittee shall implement following mitigation measures prior to the removal of any existing trees or structures on the project site (Mitigation Measures 2.4.c):

- a) A bat habitat assessment shall be conducted by a qualified bat biologist during seasonal periods of bat activity (mid-February through mid-October – ca. Feb. 15 – Apr. 15, and Aug. 15 – October 30), to determine suitability of each existing structure as bat roost habitat.
- b) Structures found to have no suitable openings can be considered clear for project activities as long as they are maintained so that new openings do not occur.
- c) Structures found to provide suitable roosting habitat, but without evidence of use by bats, may be sealed until project activities occur, as recommended by the bat biologist. Structures with openings and exhibiting evidence of use by bats shall be scheduled for humane bat exclusion and eviction, conducted during appropriate seasons, and under supervision of a qualified bat biologist.
- d) Bat exclusion and eviction shall only occur between February 15 and April 15, and from August 15 through October 30, in order to avoid take of non-volant (non-flying or inactive, either young, or seasonally torpid) individuals.
- e) A qualified wildlife biologist experienced in surveying for and identifying bat species should survey the portion of the oak/bay woodland habitat where tree removal is proposed to determine if any special-status bats reside in the trees. Any special-status bats identified should be removed without harm. Bat houses sufficient to shelter the number of bats removed should be erected in open space areas that would not be disturbed by project development.

56. If human remains are encountered, excavation or disturbance of the location must be halted in the vicinity of the find, and the county coroner contacted. If the coroner determines the remains are Native American, the coroner will contact the Native American Heritage Commission. The Native American Heritage Commission will identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations regarding the treatment of the remains with appropriate dignity. (Mitigation Measures 2.5.a.)

57. Equipment utilized during grading and construction shall meet Tier-3 standards of emission control (Mitigation Measures 2.7.a).

58. The permittee shall obtain, if required, a Wastewater Discharge Permit from the San Francisco Regional Water Quality Control Board (Mitigation Measures 2.9.a).

59. The permittee shall obtain a grading permit issued by the County of Solano prior to operation (Mitigation Measures 2.9.b).

60. The project contractor(s) shall limit all noise-producing construction related activities, including the operating of any tools or equipment used in construction, grading or demolition work, to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. No activity shall take place on Sunday, except by written permission of the director of resource management. (Mitigation measure 2.12.a.)

- during all project site excavation and grading, the project contractors shall mitigate potential noise impacts from all construction equipment, fixed or mobile, by muffling and shielding intakes and exhaust (per the manufacturer’s specifications) and by shrouding or shielding

Due to file size, the following documents can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

[A - Letter of Appeal](#)

[B - Project Description](#)

[C1 - Planning Commission Resolution](#)

[C2 - Planning Commission Notice](#)

[C3 - Planning Commission Minutes August 3, 2017](#)

[C4 - Planning Commission Staff Report](#)

[C5 - All Written Correspondence Recieved by PC](#)

[D1 - Location Map](#)

[D2 - Aerial View](#)

[E1 - Proposed Site Plan](#)

[E2 - Proposed Floor Plan and Elevation](#)

[F1 - \(Caymus Suisun\) FINAL INITIAL STUDY and Mitigated Neg Dec Part II- U-16-04](#)

[F2 - Appendix 6.1 Biological Resources](#)

[F3 - Appendix 6.2 Cultural Resource Survey](#)

[F4 - Appendix 6.3 Geotech Report](#)

[F5 - Appendix 6.4 Traffic Study](#)

[F6 - Appendix 6.5-Wastewater Feasibility](#)

[F7 - Appendix 6.6 -Application](#)

[G - Conditions of Approval \(Caymus Suisun\)](#)