

Solano County

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



Agenda - Final

Tuesday, June 6, 2017

8:30 AM

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 - 8:30 A.M.

ROLL CALL

CLOSED SESSION

- 1 [17-393](#) Conference with Legal Counsel - Existing litigation: County of Solano v. CMT Federal Credit Union et al.al.

Conference with Legal Counsel - Potential Litigation: Two cases

Attachments: [A - Memorandum](#)

RECONVENE - 9:00 A.M.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

SALUTE TO THE FLAG AND A MOMENT OF SILENCE**PRESENTATIONS**Board of Supervisors:

- 2 [17-412](#) Adopt and present a resolution recognizing the 100th anniversary of Lions Clubs International and their continued volunteerism and community engagement across Solano County (Chair Vasquez)

Attachments: [A - Resolution](#)

County Administrator:

- 3 [17-388](#) Receive a presentation from the County Administrator's Office on the selection of Sandy Hoffert for "Employee of the Month" for June 2017

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:

- 4 [17-349](#) Approve the minutes of the Solano County Board of Supervisors' meetings of April 11, April 25, and May 2, 2017

Attachments: [A - Minutes - April 11, 2017](#)
 [B - Minutes - April 25, 2017](#)
 [C - Minutes - May 2, 2017](#)

Board of Supervisors:

- 5 [17-290](#) Adopt a resolution recognizing the Vanden High School Air Force JROTC for 15 years of service to area veterans organizations and the community

Attachments: [A - Resolution](#)

- 6 [17-382](#) Authorize the County's contribution of \$500 from the General Fund contribution allocated to District 2 to benefit the Benicia Community Action Council

- 7 [17-383](#) Authorize the County's contribution of \$500 from the General Fund contribution allocated to District 2 to benefit the Food Bank of Contra Costa and Solano

- 8 [17-396](#) Authorize the County's contribution of \$1,000 from the General Fund contribution allocated to District 5 to benefit recipients of the Jose Escarsega Scholarship fund administered by Grandparents and Relatives In Need (GRIN)

Attachments: [A - GRIN Statement and Scholarship Application](#)

Human Resources:

- 9 [17-377](#) Adopt the County's Political Activities Policy, as amended

Attachments: [A - Political Activities Policy Redlined](#)
 [B - Political Activities Policy Final](#)

Treasurer-Tax Collector-County Clerk:

- 10 [17-360](#) Approve a resolution authorizing the transfer of up to 85% of FY2017/18 anticipated tax revenues from the Treasury Pool funds to local school districts as mandated under Article XVI Section 6 of the California Constitution

Attachments: [A - Resolution](#)
 [B - BUSD Resolution](#)
 [C - DUSD Resolution](#)
 [D - FSUSD Resolution](#)
 [E - VVUSD Resolution](#)
 [F - VJUSD Resolution](#)

- 11 [17-394](#) Approve a resolution authorizing the transfer of up to 85% of FY2017/18 anticipated tax revenues from the Treasury Pool funds to the Collinsville Levee District as mandated under Article XVI Section 6 of the California Constitution

Attachments: [A - Resolution](#)
 [B - District Resolution](#)

- 12 [17-361](#) Approve a three-year contract for \$409,000, with an option for two additional years at \$146,000 and \$150,000 respectively, with Infosend Inc. for the printing and mailing of property tax bills for the period covering September 1, 2017 to August 31, 2020; and Authorize the County Administrator to execute the contract document and any subsequent amendments to extend the term as outlined in the agreement

Attachments: [A - Contract](#)
 [B - Link to San Mateo RFQ](#)

General Services:

- 13 [17-390](#) Approve contracts for up to \$25,000 per fiscal year with Suisun City (\$15,000 per fiscal year) and the North Bay Schools Insurance Authority (\$10,000 per fiscal year), for the Department of General Services-Fleet Management Division to provide vehicle rental and maintenance services for a three-year period beginning July 1, 2017 and ending June 30, 2020; and Authorize the County Administrator or designee to execute the contracts and any amendments within the approved budget

Attachments: [A - Contract - Suisun City](#)
 [B - Contract - North Bay Schools Insurance Authority](#)

- 14 [17-408](#) Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Fairfield and Suisun; Approving a \$50 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Direct the Clerk of the Board to publish the notice of public hearing in the Fairfield Daily Republic at least 10 days prior to the hearing date

Attachments: [A - Notice of Public Hearing](#)

- 15 [17-409](#) Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vacaville, Dixon and Elmira; Approving a \$50 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Direct the Clerk of the Board to publish the notice of public hearing in the Vacaville Reporter at least 10 days prior to the hearing date

Attachments: [A - Notice of Public Hearing](#)

- 16 [17-410](#) Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vallejo; Approving a \$50 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Direct the Clerk of the Board to publish the notice of public hearing in the Vallejo Times Herald at least 10 days prior to the hearing date

Attachments: [A - Notice of Public Hearing](#)

- 17 [17-411](#) Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Rio Vista; Approving a \$50 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Direct the Clerk of the Board to publish the notice of public hearing in the River News-Herald at least 10 days prior to the hearing date

Attachments: [A - Notice of Public Hearing](#)

HEALTH AND SOCIAL SERVICES

Health and Social Services:

- 18 [17-358](#) Approve a fifth contract amendment with Bay Area Community Services (BACS) for \$660,642 for a total amount of \$3,203,328 effective May 2, 2017 through June 30, 2017 to provide crisis aftercare services, urgent respite housing, and transitional housing services; and Authorize the County Administrator to execute the amendment

Attachments: [A - Amendment](#)

[B - Links to Original Contract and Amendments](#)

LAND USE/TRANSPORTATION

Resource Management:

- 19 [17-389](#) Approve a contract with Ascent Environmental in the amount of \$267,175 to prepare an Environmental Impact Report (EIR) for the proposed amendments to the Recology Hay Road Land Use Permit; and Authorize the Director of Resource Management to execute the contract and any subsequent amendments within budgeted appropriations

Attachments: [A - Contract](#)

- 20 [17-397](#) Approve the renewal of an agreement with the Fairfield-Suisun Sewer District for the Department of Resource Management to provide water pollution prevention inspections on behalf of the district for \$175,000 for the period of July 1, 2017 through June 30, 2022; and Authorize the Director of the Department of Resource Management to execute the agreement and any subsequent amendments, subject to concurrence by the County Administrator and County Counsel, on behalf of the County

Attachments: [A- Agreement](#)

MISCELLANEOUS ITEMS

Board of Supervisors:

- 21 [17-392](#) Approve the reappointment of Elizabeth Niedziela to the First Five Solano Commission, representing District 3, for a four year term to expire June 2, 2021

First 5 Solano:

- 22 [17-391](#) Approve the Solano Children's Alliance (SCA) membership appointment of Toni Dumont for the category of community based organization representative and alternate member appointments of Alaina Starr, alternate for Toni Dumont; Kelly Dwyer, alternate for County Board of Supervisors; and Angel Aguilar, alternate for Solano County District Attorney, to serve two year terms expiring June 6, 2019

Attachments: [A - Membership Roster](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

CRIMINAL JUSTICEProbation:

- 23 [17-387](#) Consider approving a partnership with the California State Association of Counties (CSAC) to implement the Pew-MacArthur Results First Initiative in an effort to begin a systematic approach to evidence-based policy making in Solano County; and Authorize the County Administrator to execute the partnership

Attachments: [A - Presentation](#)

OTHEREast Vallejo Fire Protection District:

- 24 [17-386](#) Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors; and Receive a presentation from the Vallejo Fire Chief on the fire protection services being provided to the East Vallejo Fire Protection District

LAND USE/TRANSPORTATIONResource Management:

- 25 [17-370](#) Receive a status update on efforts associated with forming a Groundwater Sustainability Agency within the Solano Subbasin; Consider authorizing the Chair of the Board to execute a resolution approving County participation in the Joint Powers Agreement establishing the Solano Subbasin Groundwater Sustainability Agency (SSGSA) and any amendments thereto; Designate the Board Members representing Districts 4 and 5, and one (1) Board Member alternate, to serve on the SSGSA Board of Directors; and Approve the Solano County Agricultural Advisory Committee nominations of Russ Lester as primary representative and Al Medvitz as alternate to serve as initial public representative on the SSGSA

Attachments: [A - JPA](#)
 [B - Resolution](#)
 [C - Table 1 Options](#)
 [D - Agricultural Advisory Committee Nomination Letter](#)

11:00 A.M.

- 26** [17-385](#) Receive a presentation from representatives of the State of Colorado's Department of Revenue Deputy Executive Director Heidi Humphreys and Director of Marijuana Enforcement Division Jim Burack on administering and enforcing medical and retail marijuana laws and regulations in Colorado

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

*To the Board of Supervisors meeting of June 13, 2017 at 8:30 A.M., Board Chambers,
675 Texas Street, Fairfield, CA*



Solano County

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

Agenda Submittal

Agenda #: 1 **Status:** Closed Session
Type: Closed Session **Department:** County Counsel
File #: 17-393 **Contact:** Dennis Bunting, 784-6145
Agenda date: 6/6/2017 **Final action:**
Title: Conference with Legal Counsel - Existing litigation: County of Solano v. CMT Federal Credit Union et al.al.
Conference with Legal Counsel - Potential Litigation: Two cases
Governing body: Board of Supervisors
District: All
Attachments: [A - Memorandum](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

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
County of Solano v. CMT Federal Credit Union et al.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b): Two cases
 - 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);
- 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.)



Solano County

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

Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	17-412	Contact:	John M. Vasquez, 784-6129
Agenda date:	6/6/2017	Final action:	
Title:	Adopt and present a resolution recognizing the 100th anniversary of Lions Clubs International and their continued volunteerism and community engagement across Solano County (Chair Vasquez)		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Chair Vasquez requests that the Board adopt and present a resolution recognizing the 100th anniversary of Lions Clubs International and their continued volunteerism and community engagement across Solano County.

SUMMARY:

Lions Clubs International was founded in June 1917 by Melvin Jones and other Chicago businessmen to benefit their community. The organization's first meeting was held June 7, 1917 in Chicago, Illinois.

Today, Lions Clubs International is perhaps best known for its efforts to fight blindness and restore eyesight, however, the organization offers health programs to benefit those with hearing impairment, as well as a diabetes awareness program.

There are more than 1.4 million Lions Clubs International members across roughly 46,000 clubs, according to the organization. Lions Clubs International distinguishes itself as the world's largest service club organization with members in more than 200 countries and geographical areas around the world. In Solano County, Lions Clubs International members have formed clubs in Dixon, Rio Vista, Vacaville, Fairfield, Vallejo and Benicia.

FINANCIAL IMPACT:

There is no fiscal impact associated with this resolution.

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended because this is an opportunity to recognize the 100th anniversary of Lions Clubs International and their continued volunteerism and

community engagement across Solano County.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2017-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE 100th ANNIVERSARY OF LIONS CLUBS INTERNATIONAL AND THEIR CONTINUED VOLUNTEERISM AND COMMUNITY ENGAGEMENT ACROSS SOLANO COUNTY

WHEREAS, Lions Clubs International was founded in June 1917 by Melvin Jones and other Chicago businessmen to benefit their community. The organization's first meeting was held June 7, 1917 in Chicago, Illinois. The name "Lions" was chosen as a symbol of strength and courage and later was said to stand for: Liberty, Intelligence, Our Nation's Safety; and

WHEREAS, in 1925, an advocate for the disabled named Helen Keller attended the Lions Clubs International Convention and challenged their membership to become, "knights of the blind in the crusade against darkness." Today, Lions Clubs International is perhaps best known for its efforts to fight blindness and restore eyesight, however, the organization offers health programs to benefit those with hearing impairment, as well as a diabetes awareness program; and

WHEREAS, the long history of Lions Clubs International members helping their communities through philanthropy and volunteerism include: transforming a Michigan farmhouse into a school to train guide dogs for the visually impaired in 1939; the launch of youth clubs in 1957; the establishment of the Lions Clubs International Foundation in 1968, an organization which has given more than \$826 million in grants; partnering with The Carter Center to address river blindness in Africa and Latin America in 1995; the direction of more than \$15 million in relief funds for South Asia following a 2004 earthquake and tsunami; the award of their 10,000th grant and 148 millionth dose of Mectizan administered to treat river blindness in 2011; and the launch of their global Centennial Service Challenge in 2014, an effort to serve 100 million people across the globe; and

WHEREAS, according to the organization, there are more than 1.4 million Lions Clubs International members across roughly 46,000 clubs. Lions Clubs International distinguishes itself as the world's largest service club organization with members in more than 200 countries and geographical areas around the world. In Solano County, Lions Clubs International members have formed clubs in Dixon, Rio Vista, Vacaville, Fairfield, Vallejo and Benicia.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes the 100th anniversary of Lions Clubs International and their continued volunteerism and community engagement across Solano County.

Dated this 6th day of June, 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



Solano County

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

Agenda Submittal

Agenda #: 3 **Status:** Presentation
Type: Miscellaneous **Department:** County Administrator
File #: 17-388 **Contact:** Nancy Huston, 784-6100
Agenda date: 6/6/2017 **Final action:**
Title: Receive a presentation from the County Administrator's Office on the selection of Sandy Hoffert for "Employee of the Month" for June 2017

Governing body: Board of Supervisors
District: All
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ___ No X
Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board receive a presentation by the County Administrator's Office on the selection of Sandy Hoffert as the June 2017 "Employee of the Month" making her eligible to use the parking space designated for this program.

SUMMARY:

On September 13, 2005, the Board of Supervisors established the County Government Center "Employee of the Month" parking program for County employees. Each month a County department is designated to select one of its employees as "Employee of the Month".

FINANCIAL IMPACT:

There is no financial impact associated with this item.

DISCUSSION:

Sandy Hoffert has been with the County since November 2, 1998. On November 2, 1998, she started her position of Clerk with the County Administrator's Office where she worked until April 4, 1999 when she was reclassified to an Office Assistant I and then in November 10, 2002 she was promoted to Office Assistant II. She has been working in the County Administrator's Office for over 18 years.

Sandy Hoffert was selected by her department colleagues based on tenure with the County Administrator's Office and for her role as the "face and voice" for the 6th floor and the County, while manning the receptionist desk. She is pleasant, understanding and patiently listens in order to assist clients, constituents, visitors and guests, helping to get them connected with people, places and paperwork. Sandy has a very good sense of humor and keeps a candy jar for everyone who stops in. She provides quality customer service at all times while working at the receptionist desk. It is recommended that Sandy Hoffert be honored as "Employee of the

Month” for June 2017.

ALTERNATIVES:

The Board could elect to name someone else as the “Employee of the Month” or dissolve the award program; however, these alternatives are not consistent with the Board’s “Employee of the Month Parking” program or of the process for selection used within Human Resources.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	17-349	Contact:	Jeanette Neiger, 784-6125
Agenda date:	6/6/2017	Final action:	
Title:	Approve the minutes of the Solano County Board of Supervisors' meetings of April 11, April 25, and May 2, 2017		

Governing body: Board of Supervisors

District: All

Attachments: [A - Minutes - April 11, 2017](#)
[B - Minutes - April 25, 2017](#)
[C - Minutes - May 2, 2017](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors' meetings of April 11, April 25, and May 2, 2017.



Solano County

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

Minutes - Draft 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*

Tuesday, April 11, 2017

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 11th day of April 2017 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Brown, Hannigan, Spering, Thomson and Chair Vasquez. Chair Vasquez presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Dennis Bunting.

ROLL CALL

Present 5 - John M. Vasquez, Erin Hannigan, Monica Brown, James P. Spering and Skip Thomson

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 8:31 A.M. to discuss the following matters:

1 [17-267](#) Conference with Legal Counsel - Potential Litigation: One case

Attachments: [A - Memorandum](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:00 A.M. All members were present and Chair Vasquez presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Dennis Bunting advised that there were no reports from Closed Session.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

This meeting of the Solano County Board of Supervisors continued with the Salute to the Flag and a Moment of Silence.

PRESENTATIONS

- 2 [17-249](#) Adopt and present a resolution and plaque of appreciation honoring Jackson F. Harris, Deputy District Attorney, upon his retirement from the District Attorney's Office with over 34 years of dedicated service to Solano County (Supervisor Spering)

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

On motion of Supervisor Spering, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2017-53 honoring Jackson F. Harris, Deputy District Attorney, upon his retirement from the District Attorney's Office with over 34 years of dedicated service to Solano County. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution 2017-53

- 3 [17-261](#) Adopt and present a resolution recognizing the month of April 2017 as Sexual Assault Awareness Month in Solano County (Supervisor Thomson)

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2017-54 recognizing the month of April 2017 as Sexual Assault Awareness Month in Solano County. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution 2017-54

- 4 [17-246](#) Receive a presentation from Senator Bill Dodd recognizing Rochelle Sherlock as the 3rd Senatorial District Woman of the Year 2017 and highlighting her lasting contributions to the Solano County community (Supervisor Spering)

Attachments: [Minute Order](#)

Received

- 5 [17-258](#) Adopt and present a resolution honoring the Sikh American community celebration of Vaisakhi celebrated on April 14th (Supervisor Brown)

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2017-55 honoring the Sikh American community celebration of Vaisakhi celebrated on April 14th. (see Resolution Book)

Enactment No: Resolution 2017-55

- 6 [17-251](#) Adopt and present resolutions recognizing April 8-16, 2017 as National Robotics Week in Solano County, recognizing the Vanden High School and Armijo High School robotics programs for advancing to the F.I.R.S.T. Robotics World Championships to be held April 19-22, 2017 in Houston, Texas and recognizing the Armijo High School and Grange Middle School robotics programs for advancing to the VEX Robotics World Championships to be held April 19-22, 2017 in Louisville, Kentucky (Chair Vasquez)

Attachments: [A - Resolution - National Robotics Week](#)
 [B - Resolution - Vanden High School](#)
 [C - Resolution - Armijo High School \(F.I.R.S.T.\)](#)
 [D - Resolution - Armijo High School School \(VEX\)](#)
 [E - Resolution - Grange Middle School](#)
 [Adopted Resolution National Robotics Week](#)
 [Adopted Resolution - Vanden High School](#)
 [Adopted Resolution - Armijo High School \(F.I.R.S.T.\)](#)
 [Adopted Resolution Armijo High School \(VEX\)](#)
 [Adopted Resolution - Grange Middle School](#)
 [Minute Order](#)

On motion of Chair Vasquez, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2017-56 through Resolution No. 2017-60 recognizing April 8-16, 2017 as National Robotics Week in Solano County, recognizing the Vanden High School and Armijo High School robotics programs for advancing to the F.I.R.S.T. Robotics World Championships to be held April 19-22, 2017 in Houston, Texas and recognizing the Armijo High School and Grange Middle School robotics programs for advancing to the VEX Robotics World Championships to be held April 19-22, 2017 in Louisville, Kentucky. (see Resolution Book)

Enactment No: Resolution 2017- 56 through Resolution 2017-60

ITEMS FROM THE PUBLIC

Chair Vasquez invited members of the public to address the Board on matters not listed on the agenda but within the subject matter jurisdiction of the Board. The following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on his remarks from the last meeting about the Greater Vallejo Recreation District, lighting at the County Corporation Yard and lighting district funds.

B) George Guynn, Jr., Suisun City, commented on Mr. Tipton's remarks and various concerns relating to transparency of government.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for April 11, 2017.

APPROVAL OF THE AGENDA

On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for April 11, 2017 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chair Vasquez invited members of the public to address the Board on items listed on the Consent Calendar. There was no public comment.

Supervisor Thomson requested that Item 8 be moved to the Regular Calendar for discussion.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Hannigan, seconded by Supervisor Sperling, the Board approved the following Consent Calendar items by 5-0 vote.

CONSENT CALENDAR

- 7 [17-256](#) Adopt a resolution recognizing and honoring NorthBay Guild on their Diamond Anniversary for their support of fundraising efforts on behalf of NorthBay and the community

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2017-61

- 9 [17-243](#) Approve the County's amended Deferred Compensation Plan Committee Charter, which includes the County's Internal Revenue Code 457(b) deferred compensation program, to incorporate the County's Internal Revenue Code 401(a) deferred compensation program and the Retirement Health Savings plan and to specify the composition of the Deferred Compensation Plan Committee

Attachments: [A - Deferred Compensation Plan Committee Charter](#)
 [Minute Order](#)

Approved

- 10 [17-238](#) Authorize the Assessor/Recorder to execute a Joint Powers Agreement with the California Electronic Recording Network Authority (CERTNA), a California Joint Powers Authority; and Delegate authority to the Assessor-Recorder to conduct negotiations, executions and submissions of documents which may be necessary for the participation of Solano County in CERTNA Electronic Delivery System

Attachments: [A - Resolution 2006-220](#)
 [B - 2016 MOU](#)
 [C1 - CERTNA JPA](#)
 [C2 - JPA Addendum - Solano](#)
 [D - CERTNA Resolution 2016-001](#)
 [E - CERTNA ERDS MOU](#)
 [Executed JPA Addendum - Solano](#)
 [Minute Order](#)

Approved

- 11 [17-244](#) Approve a \$73,674 revenue contract with the Superior Court of California, County of Solano, for the Department of Information Technology to provide information technology services from July 1, 2017 to June 30, 2018; Authorize the County Administrator to execute the contract; and Authorize the Chief Information Officer to execute any necessary contract amendments concerning terms and scope of services within the guidelines of the County's contracting policies

Attachments: [A - Contract](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

- 12 [17-269](#) Approve the Department of Health & Social Services (H&SS), Child Welfare Services (CWS) Division's grant application of \$416,000 for the Bringing Families Home (BFH) program to provide housing-related supports to eligible families served by the child welfare agency and to support in the reunification of homeless families in the child welfare system; and Delegate authority to the County Administrator to execute the grant application and other related documents necessary to submit the grant proposal and to accept the grant funds and sign the necessary documents if awarded

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

- 8 [17-213](#) Adopt County Return-to-Work Policy for County employees

Attachments: [A - Return-to-Work Policy](#)
 [Minute Order](#)

Supervisor Thomson commented on the item and asked if the bargaining units had concurred with the policy.

Director of Human Resources Marc Fox confirmed that the bargaining units had concurred with the policy.

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted the County Return-to-Work Policy. So ordered by 5-0 vote.

- 13 [17-239](#) Consider taking a position on state bills AB 60, AB 377, SB 287 and SCA 3 that are included within this agenda item and were reviewed by the County's Legislative Committee on March 20, 2017 and referred to the full Board for consideration; and Receive an update from staff and the County's State Legislative Advocate on the status of legislation relative to In-Home Support Services

Attachments: [A - Federal Legislative Update](#)
 [SUPPORT AB 60 \(Santiago\) Subsidized child care and development service](#)
 [SUPPORT AB 377 \(Frazier\) Child care subsidy plans - Counties of San Diego](#)
 [SUPPORT SB 287 \(Dodd\) Habitat restoration - Invasive species - Phytophthora](#)
 [SUPPORT SCA 3 \(Dodd\) Local government financing - public libraries - vote](#)
 [Minute Order](#)

Legislative, Intergovernmental and Public Affairs Officer Michelle Heppner introduced the item and provided an overview of SB 287 (Dodd) Habitat restoration: invasive species: Phytophthora pathogens.

On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board approved a support position on SB 287 (Dodd) Habitat restoration: invasive species: Phytophthora pathogens. So ordered by 5-0 vote.

Ms. Heppner provided an overview of SCA 3 (Dodd) Local government financing: public libraries: voter approval.

In response to a question from Supervisor Thomson, Director of Library Services Bonnie Katz noted that this was a statewide measure and provided information on various agencies that were in support of the measure.

Chair Vasquez invited members of the public to address the Board on this matter and the following comments were received:

A) George Guynn, Jr., Suisun City, commented in opposition to additional taxes and in support of efficient spending.

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board approved a support position on SCA 3 (Dodd) Local government financing: public libraries: voter approval. So ordered by 5-0 vote.

Ms. Heppner provided an overview of AB 377 (Frazier) Child care subsidy plans: Counties of San Diego and Solano.

In response to questions from Supervisor Thomson, Ms. Heppner provided information on the funding involved with the bill and noted there were eligibility requirements.

On motion of Supervisor Hannigan, seconded by Supervisor Sperring, the Board approved a support position on AB 377 (Frazier) Child care subsidy plans: Counties of San Diego and Solano. So ordered by 5-0 vote.

Ms. Heppner and provided an overview of AB 60 (Santiago) Subsidized child care and development services: eligibility periods.

Chair Vasquez commented on challenges with the cost of childcare in relation to income levels for families that had to weigh whether it was cost effective for them to pay for daycare or stay home to care for the child.

In response to comments from Supervisor Thomson, Ms. Heppner advised that she would provide the Board with information on the federal income rate level.

Supervisor Hannigan noted that the bill would enable a longer period of time for clients to find childcare when they became ineligible for assistance.

Supervisor Thomson commented on his experience with the challenge of paying for daycare and noted the need to keep the middle income level families in mind on this issue.

County Legislative Advocate Karen Lange provided the Board with information on the 2015 median income levels from the Department of Justice.

Supervisor Hannigan noted that childcare could be as much as a house payment.

On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board approved a support position on AB 60 (Santiago) Subsidized child care and development services: eligibility periods. So ordered by 5-0 vote.

Ms. Lange provided the Board with an overview of state legislative activities and legislation related to transportation, the State Controller's Cash Receipts Report, revenue projections, the drought and In-Home Support Services.

Supervisor Thomson commented on revenue projections and noted the need for caution when looking at revenues because the April revenues were not in the Cash Receipts Report yet.

County Administrator Birgitta Corsello advised that staff were also watching sales tax projections.

Approved

14

17-248

Consider adopting a resolution for the necessary findings required under the Best Value procurement process consistent with Public Contract Code sections 20155-20155.9 and to conditionally award a contract in the amount of \$18.5 million to Hensel Phelps Construction Co. of San Jose to construct the SB1022 Classroom and Vocational Training Center Project at the Claybank Campus in Fairfield; and Authorize the County Administrator to execute the agreement and any amendments within the approved project budget

Attachments:

[A - Resolution](#)

[B - Construction Agreement](#)

[C - Site Plan](#)

[D - Budget Summary](#)

[E - Links to Request for Proposals](#)

[Adopted Resolution](#)

[Executed Agreement](#)

[Minute Order](#)

Director of General Services Mike Lango introduced the item and provided an overview of the SB 1022 Classroom and Vocational Training Center project.

Capital Projects Program Manager Mark Hummel provided an overview of the Best Value Procurement Process.

Supervisor Brown advised that she was supportive of the project in concept but would be voting no because she was opposed to Hensel Phelps Construction Company's interest in being a vendor to build a national border wall.

Chair Vasquez invited members of the public to address the Board on this matter and the following comments were received:

A) George Guynn, Jr., Suisun City, commented in opposition to using the Best Value Process and the need for more details on the selection of the company.

In response to comments from Chair Vasquez, Mr. Hummel provided information on the Best Value Process related to evaluation of the firms that had submitted proposals for the project.

Supervisor Thomson commented on the selection process of the firm and on the importance of providing the training to inmates so that they were able to have the needed skills for employment after they left prison.

Ms. Corsello advised that the County did have a Project Labor Agreement (PLA) and that the project offered an opportunity for an apprenticeship program locally. She noted that the project would create a program that fed back into the trades and would enable individuals to get back on their feet and into productive society.

Supervisor Brown commented in support of PLAs and the project.

Supervisor Thomson noted that Sacramento County had entered into an agreement with a vendor that included a 20% local hire requirement.

Ms. Corsello advised that she would look into how Sacramento County was able to include this requirement in their contract.

On motion of Supervisor Thomson, seconded by Supervisor Sperling, the Board adopted Resolution No. 2017 - 62 for the necessary findings required under the Best Value procurement process consistent with Public Contract Code sections 20155-20155.9 and to conditionally award a contract in the amount of \$18.5 million to Hensel Phelps Construction Co. of San Jose to construct the SB1022 Classroom and Vocational Training Center Project in Fairfield; and Authorized the County Administrator to execute the agreement and any amendments within the approved project budget. Supervisor Brown voted no. So ordered by 4-1 vote. (see Resolution Book)

Chair Vasquez asked whether the contractor would like to make a comment.

Hensel Phelps Construction Company Project Manager Jeff Wellenstein commented on the project.

Chair Vasquez commented on the need to help individuals coming out of jail and thanked the past and current sheriffs for their efforts.

Adopted

Enactment No: Resolution 2017-62

- 15 [17-247](#) Receive an update on activities associated with forming Groundwater Sustainability Agencies within the Solano Subbasin; and Approve a request to set a date of May 2, 2017 at 2:00 P.M. for a public hearing to consider filing a notice of intent to become a Groundwater Sustainability Agency over the area corresponding to the boundaries of the proposed Solano Irrigation District Groundwater Sustainability Agency

Attachments: [A - Map](#)
 [Presentation](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Geologist Misty Kaltreider provided the Board with an overview of the Sustainable Groundwater Management Act (SGMA), Groundwater Sustainability Agency (GSA), Solano Subbasin GSA formation, SID (Solano Irrigation District) GSA and County GSA overlap, combined management of SID-County GSA, SWRCB (State Water Resources Control Board) intervention, and next steps for the Board to consider.

Supervisor Thomson commented in support of the public hearing and noted that he would be in Washington DC on May 2nd with the Delta Counties Coalition. He commented on local collaboration and hope that SID would reconsider so that the water issue could be addressed as a group.

Chair Vasquez invited members of the public to address the Board on this matter and the following comments were received:

A) George Guynn, Jr., Suisun City, commented on the number of committees and agencies within the County and noted that it was difficult for the public to attend all of the various meetings.

Chair Vasquez commented on the efforts to manage groundwater and the need for collaboration with SID.

In response to questions from Supervisor Spering, Assistant Director of Resource Management Terry Schmidtbauer provided the Board with information on discussions between staff and SID.

Supervisor Spering commented on the need to do everything possible to accommodate SID's concerns and to work together to manage groundwater. He then commented on Mr. Guynn's comments concerning impacts of the drought on land and the need for agencies to work together to manage groundwater.

Chair Vasquez commented on the task of trying to manage groundwater and thanked the County Administrator and all the staff that were working on the issue.

On motion of Supervisor Spering, seconded by Supervisor Hannigan, the Board received an update on activities associated with forming Groundwater Sustainability Agencies within the Solano Subbasin; and Approved a request to set a date of May 2, 2017 at 2:00 P.M. for a public hearing to consider filing a notice of intent to become a Groundwater Sustainability Agency over the area corresponding to the boundaries of the proposed Solano Irrigation District Groundwater Sustainability Agency. So ordered by 5-0 vote.

11:00 A.M.

16

17-240

Receive a presentation from Alex Spelman, Business Development Director for SICPA, presenting an overview of track and trace regulations under the Adult Use of Marijuana Act (AUMA) and the Medical Cannabis Regulation and Safety Act (MCRSA) including a review of a pilot program with the County of Humboldt's Agricultural Commissioner's office and now being implemented with the Yolo County Agricultural Commissioner's office

Attachments: [A - Track and Trace Information](#)
[Presentation](#)
[Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Agricultural Commissioner/Sealer of Weights and Measures Jim Allan provided the Board with information on the impacts of track and trace regulations on the Agricultural Department and Division of Weights and Measurements.

SICPA Business Development Director Alex Spelman provided a general overview of track and trace methods.

In response to comments from Supervisor Brown, Mr. Spelman provided information on tracking and tracing methods for cigarettes.

Mr. Spelman continued to provide an overview of track and trace programs in Humboldt and Yolo counties and in the City of Eureka, on challenges of track and trace regulations on agencies and requirements of the regulations by the state.

In response to questions from Chair Vasquez, Mr. Spelman provided information on unique identification of each cannabis plant and tracking of derivatives from each plant. He also provided information on tracking of waste product from the plants.

In response to a comment from Supervisor Thomson, Mr. Spelman commented on the importance of having inspections in the field to enforce track and trace regulations. He then provided an overview of secure track and trace, secure unique identifiers, product flows, product packaging and reasons for using track and trace.

Mr. Allan advised that incorporating track and trace within the County would require collaboration of the County with many agencies and cities to ensure all aspects of the process were covered.

In response to a question from Chair Vasquez, Mr. Allan commented on the probability of homemade products being made from cannabis.

County Administrator Birgitta Corsello advised that staff was waiting on the next round of state regulations coming out in the next few weeks to see what those regulations would entail.

Chair Vasquez invited members of the public to address the Board on this matter and the following comments were received:

A) Jerome Dawson, Dixon, commented on Compassionate Care Act, medical marijuana value and taxes on marijuana.

B) Mike Tomoda, Vallejo, commented on his experience working with marijuana regulations.

C) James Hinton, Napa, commented on medical marijuana, regulations and testing of cannabis products.

Supervisor Hannigan thanked Mr. Spelman for the information and commented on the need for the Board to have as much information as possible in order to make decisions in the future on this matter.

Mr. Emlen advised that there would be future presentations coming forward in the next few months regarding cannabis regulations and the industry.

Received

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chair Vasquez invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of the teach and student that had recently died in San Bernardino.

B. Supervisor Hannigan reminded everyone about the Human Trafficking Awareness forum taking place on April 22, 2017 at 9:30 A.M. at the JFK Library in Vallejo.

C. Chair Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Ralph Curtis Wilcox, an active member of the Vacaville community.

D. Chair Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Mary Paolini Foster, an active member of the Vacaville community.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 12:00 P.M. in memory of Ralph Curtis Wilcox and Mary Paolini Foster. Next meeting of the Solano County Board of Supervisors will be April 25, 2017 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

Minutes - Draft 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*

Tuesday, April 25, 2017

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 25th day of April 2017 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:31 A.M. Present were Supervisors Hannigan, Spering, Thomson and Chair Vasquez. Supervisor Brown was absent. Chair Vasquez presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Dennis Bunting.

ROLL CALL

Present 4 - John M. Vasquez, Erin Hannigan, James P. Spering and Skip Thomson

Absent 1 - Monica Brown

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 8:32 A.M. to discuss the following matters:

1 [17-304](#) Conference with Legal Counsel - Potential Litigation: One case

Attachments: [A - Memorandum](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:00 A.M. All members were present and Chair Vasquez presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Dennis Bunting advised that there were no reports from Closed Session.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

This meeting of the Solano County Board of Supervisors continued with the Salute to the Flag and a Moment of Silence.

PRESENTATIONS

- 2 [17-284](#) Present a plaque of appreciation to Suganthi Krishnan, Senior Staff Analyst, upon her retirement from the Department of Resource Management with over 16 years of distinguished service to Solano County (Supervisor Spering)

Attachments: [Minute Order](#)

On motion of Supervisor Spering, seconded by Supervisor Hannigan, the Board presented a plaque of appreciation to Suganthi Krishnan, Senior Staff Analyst, upon her retirement from the Department of Resource Management with over 16 years of distinguished service to Solano County. So ordered by 4-0 vote.

- 3 [17-279](#) Receive a presentation from the Solano County Public Defender's Office on the selection of Laurie Fischer for "Employee of the Month" for May 2017

Attachments: [Minute Order](#)

Received

ITEMS FROM THE PUBLIC

Chair Vasquez invited members of the public to address the Board on matters not listed on the agenda but within the subject matter jurisdiction of the Board. There was no public comment.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for April 25, 2017.

APPROVAL OF THE AGENDA

On motion of Supervisor Spering, seconded by Supervisor Hannigan, the Board approved the agenda of the Solano County Board of Supervisors for April 25, 2017 as submitted. So ordered by 4-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chair Vasquez invited members of the public to address the Board on matters listed on the Consent Calendar. There was no public comment.

Supervisor Hannigan requested that Item 14 be moved to the Regular Calendar for discussion.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Hannigan, seconded by Supervisor Thomson, the Board approved the following Consent Calendar items by 4-0 vote.

CONSENT CALENDAR

- 4 [17-303](#) Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors
- Attachments:* [A - Board Appointment List](#)
 [Minute Order](#)
- Received and Filed
- 5 [17-285](#) Authorize the County's contribution of \$750 from the General Fund contribution allocated to District 5 to benefit the Robotics Clubs of Vanden High School (\$250), Armijo High School (\$250), and Grange Middle School (\$250)
- Attachments:* [Minute Order](#)
- Approved
- 6 [17-289](#) Adopt a resolution honoring the retirement of California Highway Patrol Solano Area Lieutenant Kathy Bassett
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted
- Enactment No: Resolution 2017-63
- 7 [17-291](#) Adopt a resolution recognizing Georges Roumas, member of Boy Scout Troop 265 in Vacaville, California, on achieving the rank of Eagle Scout
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted
- Enactment No: Resolution 2017-64

- 8 [17-300](#) Approve an agreement for \$328,000 with CWS Construction Group, Inc. of Novato for the Vallejo Veterans Memorial Hall Improvement Project at 420 Admiral Callaghan Lane; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments: [A - Agreement](#)
 [Executed Agreement](#)
 [Minute Order](#)

Approved

- 9 [17-277](#) Approve overdue library material fine waivers for all Solano County Library customers who are military veterans from May 1 - 31, 2017 to bring awareness to the grant funded Veterans Resource Center located at the Vacaville Public Library-Cultural Center

Attachments: [Minute Order](#)

Approved

- 10 [17-298](#) Approve a first contract amendment with Solano Coalition for Better Health (SCBH) for \$90,000 for a total contract amount of \$190,000 utilizing supplemental Department of Health Care Services funding to provide additional outreach and application enrollment assistance for Solano County residents to retain and re-enroll into California's Medi-Cal health coverage program for the current period through June 30, 2017; and Authorize the County Administrator to execute the amendment

Attachments: [A - Amendment](#)
 [B - Link to Original Contract](#)
 [Minute Order](#)

Approved

- 11 [17-297](#) Adopt a resolution and plaque of appreciation honoring Edna Davis-Peters, Employment Resources Specialist III, upon her retirement from the Health & Social Services Department, Employment & Eligibility Services Division with over 28 years of distinguished service to Solano County

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2017-66

- 12 [17-280](#) Adopt a resolution authorizing the purchase of the 148.62 acres of real property on American Canyon Road in Fairfield (APN 0180-050-020) from TDC Brown, LLC for \$1,486,200 which is within the parameters of funding available under the George Miller SAFETEA-LU high priority project funding grant; Authorize the Director of Resource Management to execute all documents necessary to complete the purchase; and Authorize an Appropriation Transfer Request for \$1,500,000 of federal funds through the Road Fund to cover the purchase costs of the property acquisition (4/5 vote required)

Attachments: [A - Purchase and Sale Agreement](#)
 [B - Location Map](#)
 [C - Agreement](#)
 [D - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2017-65

- 13 [17-292](#) Approve submittal of the 2017-2021 Final Workforce Innovation and Opportunity Act Regional and Local Plans to the California Workforce Development Board

Attachments: [A - WIOA Regional and Local Plans](#)
 [Minute Order](#)

Approved

MISCELLANEOUS ITEMS

- 15 [17-263](#) Approve the appointment of Nicole Neff to the First 5 Commission, representing District 5, for a four year term to expire April 25, 2021

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

- 14** [17-296](#) Ratify the selection of Ms. Heather Henry to serve as the Executive Director/President of the Workforce Development Board of Solano County, Inc.
- Attachments:* [A - Resume](#)
 [Minute Order](#)
- Supervisor Hannigan commented on the selection of Heather Henry as the Executive Director/President of the Workforce Development Board of Solano County.*
- On motion of Supervisor Hannigan, seconded by Supervisor Thomson, the Board ratified the selection of Ms. Heather Henry to serve as the Executive Director/President of the Workforce Development Board of Solano County, Inc. So ordered by 4-0 vote.**
-
- 16** [17-276](#) Conduct a Public Hearing on the proposed new and revised user fee schedules; Adopt a resolution authorizing a twelve month moratorium and reduction on the assessment and collection of certain Probation Department's Juvenile Administrative Fees effective May 1, 2017; Authorize the Sheriff's Animal Care to annually offer a dog license amnesty program by waiving the late fee for a 30-day period; Authorize the Resource Management's Parks and Recreation to add fee exemption periods to reflect fee waivers; and Adopt fee schedules by separate resolutions amending *the exhibits* to Chapters 2.4 and 11 of the Solano County Code, modifying and establishing various fees, effective July 1, 2017 for various departments
- Attachments:* [A - Summary of Proposed FY201718 Fee Changes by Department](#)
 [B - FY2017-18 Fee Resolutions and Exhibits](#)
 [C1 - Notice of Public Hearing - April 13, 2017](#)
 [C2 - Notice of Public Hearing - April 19, 2017](#)
 [D - Resolution for Probation Department](#)
 [Adopted FY2017-18 Fee Resolutions and Exhibits](#)
 [Adopted Resolution for Probation Department](#)
 [Presentation](#)
 [Minute Order](#)
- Chair Vasquez opened the public hearing.*
- Senior Management Analyst Magen Yambao provided the Board with an overview of the FY2017/18 Countywide User Fee schedules.*
- Supervisor Hannigan commented on the Ad Hoc Committee's recommendation regarding the proposed moratorium and reduction on the assessment and collection of certain Probation Department's Juvenile Administrative Fees.*
- Ms. Yambao continued to provide information to the Board on the recommendations within the agenda item.*

Supervisor Hannigan then thanked the Sheriff's Animal Care Division for reduction of adoption related fee costs.

Supervisor Thomson commented on the Sheriff's Animal Care fees related to the number of adoptions.

Lt. Ramos provided information on activities at the animal shelter related to animal adoptions.

In response to a question and comments from Supervisor Thomson, Sheriff Tom Ferrara provided information on the organizational structure of the Animal Control division related to management of the animal shelter and advised that the structure was working well.

In response to a question from Supervisor Thomson, Lt. Ramos provided the Board with information on costs associated with expanding the shelter and opening the new spay/neuter clinic.

Supervisor Thomson advised that he would be asking to have this issue addressed during budget hearings and noted that it was unreasonable to raise fees.

Supervisor Spering commented that all seven cities appreciated how the animal shelter was being run and noted his support of the model in place.

Sheriff Ferrara advised that he could look at changing the model back to management by a manager if the Board directed him to do that.

Administrative Manager Angelica Russel noted that Lt. Ramos had done a great job implementing the new and changing programs within the division.

Supervisor Thomson advised that the issue was not whether the Lieutenant was doing a good job or not but was an issue of having the responsibility to look at whether or not cost savings could be found to reduce the impact on the General Fund.

Ms. Russel provided information on the department's efforts to streamline and make fees equitable.

Chair Vasquez commented on the past Parvo outbreak in the late 1990s and thanked the department for their work.

Chair Vasquez closed the public hearing.

On motion of Supervisor Thomson, seconded by Supervisor Spering, the Board adopted Resolution No. 2017-67 through Resolution 2017-83 and Resolution 2017-85, amending the exhibits to Chapters 2.4 and 11 of the Solano County Code, modifying and establishing various fees, effective July 1, 2017 for various departments. So ordered by 4-0 vote. (see Resolution Book)

On motion of Supervisor Hannigan, seconded by Supervisor Spering, the Board adopted Resolution No. 2017-84 adopting a revised fee schedule for the Sheriff's Department Animal Care Services. Supervisor Thomson voted no. So ordered by 3-1 vote.

Enactment No: Resolution 2017-67 through Resolution 2017-85

RECESS

This meeting of the Solano County Board of Supervisors recessed at 9:52 A.M. and reconvened at 10:00 A.M. All members were present and Chair Vasquez presided.

10:00 A.M.

- 17 [17-266](#) Receive a status report on the progress of implementing the Workforce Development Review recommendations approved by the Board on August 26, 2016

Attachments: [A - Solano County Workforce Development Review Presentation](#)
[Minute Order](#)

Consultant Patrick Duterte provided the Board with a status report on the progress of the implementing the Workforce Development Review recommendations approved by the Board on August 26, 2016.

Former Santa Clara and Sacramento Director of Human Services Bruce Wagstaff provided an overview of the project's partners and the Workforce Development Steering Committee. He then invited members of the steering committee to make comments.

Celia Esposito-Noy, representing Solano Community College, commented on the project and the importance of workforce development.

Jon Riley, representing the Napa-Solano Central Labor Council, commented on the project and the importance of workforce development.

County Administrator Birgitta Corsello noted that the effort to change the term "essential skills" to "soft skills" was brought forward from Mr. Riley and she thanked him for that effort.

Debi Tavey, representing the Fairfield-Suisun Chamber of Commerce, commented on the project and the importance of workforce development.

Sandy Person, representing the Solano Economic Development Corporation, commented on the project and the importance of workforce development.

Mr. Wagstaff continued to provide information on taskforce initial meeting key takeaways, key outcomes achieved and need for common outcome measures.

Gillie Miller, Manager of the Career Technical Education/Workforce Development for Solano County Office of Education, provided the Board with information on the Work Ready Certification program.

Mr. Duterte provided information on activities for the next six months and recommendations to the Board moving forward.

Supervisor Hannigan thanked all of the participants in the project and commented on the need for tracking of performance measures.

In response to a question from Supervisor Spering, Mr. Duterte commented on measuring success and noted that continuous improvement was key to being successful.

Supervisor Spering commented on the need for the program to have a public face and be personalized on the front end. He then thanked all the participants and efforts on the project.

Supervisor Thomson commented on the importance of sharing and collaborating resources and thanked participants.

Chair Vasquez commented on the project and thanked all of the participants.

On motion of Supervisor Hannigan, seconded by Supervisor Spering, the Board accepted the recommendations as presented. So ordered by 5-0 vote.

10:30 A.M.

- 18** [17-271](#) Adopt a resolution and receive a presentation proclaiming the week of April 23 - 29, 2017 as National Volunteer Week in Solano County

Attachments: [A - Resolution](#)
 [B - Volunteer Hours and Descriptions](#)
 [Adopted Resolution](#)
 [C - Presentation](#)
 [Minute Order](#)

On motion of Supervisor Thomson, seconded by Supervisor Hannigan, the Board adopted and presented Resolution No. 2017-86 proclaiming the week of April 23 - 29, 2017 as National Volunteer Week in Solano County. So ordered by 4-0 vote. (see Resolution Book)

Public Information Officer Matthew Davis provided the Board with an overview of the County's volunteer hours.

Volunteer Coordinator Tina Chechourka provided information on the County's volunteer program and invited the public to sign up on the program's website at (insert web address here)

Parks Manager Christopher Drake commented on the volunteers that participated in the Parks and Recreation division.

Chair Vasquez commented on staff and volunteer efforts to assist with conducting a recent Celebration of Life that had taken place at the Nature Center.

Supervisor Hannigan commented on the number of hours performed by volunteers and thanked all of the volunteers for their service.

Supervisor Spering commented on the example set for young people by volunteers and thanked all of the volunteers for their service.

Supervisor Thomson thanked all of the volunteers for their service and commented on volunteers that worked in the NorthBay Guild.

Adopted

Enactment No: Resolution 2017-86

RECESS/LUNCH BREAK

The Board recessed at 10:57 A.M. to a reception honoring Solano County volunteers. This meeting of the Solano County Board of Supervisors reconvened at 1:00 P.M. All members were present and Chair Vasquez presided.

1:00 P.M.

- 19** [17-286](#) Receive a presentation and accept a new five-year Strategic Plan for the Department of Library Services (2017- 2022)

Attachments: [A - Strategic Plan Presentation](#)
 [B - Strategic Plan Executive Summary](#)
 [Minute Order](#)

Director of Library Services Bonnie Katz introduced the item.

Deputy Director of Library Services Mark Fink provided an overview of the Solano County Library department.

Civic Technologies Principal Mark Futterman provided an overview of the proposed five-year strategic plan.

In response to a question from Chair Vasquez, Mr. Fink noted that Benicia and Dixon libraries were operated by the cities and not the County, therefore they were not included in the list of libraries that held public town hall meetings.

In response to questions from Supervisor Spering, Mr. Futterman provided information on future activities and programs for youth and on the need for the library to provide more virtual services.

Supervisor Sperring commented on the need to keep family and community engagement a priority for the library.

Mr. Futterman and Mr. Fink commented on the role of the library branches to engage their surrounding community through different levels of public engagement.

Supervisor Hannigan commented on the amount of public outreach conducted, the value of a library on the community and the importance of using different methods of information delivery.

Chair Vasquez commented on the importance of library locations and at looking at future delivery methods of information.

On motion of Supervisor Hannigan, seconded by Supervisor Sperring, the Board received a presentation and accepted a new five-year Strategic Plan for the Department of Library Services (2017- 2022) So ordered by 4-0 vote.

County Administrator Birgitta Corsello noted that the next steps would be to take the strategic plan to partners. She also noted that the library was actively participating in training programs, literacy programs and preparing children for Kindergarten.

Accepted

20

[17-224](#)

Receive a progress report from the Department of Information Technology on the implementation of their Service Delivery Model; Consider recommendations for organizational changes and adopting a resolution amending the List of Numbers and Classifications of Positions by adding 1.0 FTE IT Manager (TBD), 4.0 FTE IT Analyst, Principals (TBD), and 1.0 IT Analyst IV (TBD) effective May 7, 2017; Authorize the Chief Information Officer to negotiate and execute contracts for the acquisition of service management software licenses in an amount not to exceed \$75,000 and implementation services not to exceed \$460,000; and Authorize the Chief Information Officer to proceed with developing and issuing requests for proposals for contracted technology services

Attachments: [A - Presentation](#)
 [B - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

In response to a question from Chair Vasquez, Chief Information Officer Ira Rosenthal provided the Board with information on the purpose of the item.

Chair Vasquez commented on past presentations and the County's ability to keep up with technology changes and needs. He thanked Mr. Rosenthal for his efforts.

Mr. Rosenthal provided the Board with a progress report on the implementation of the Department of Information Technology Service Delivery Model.

In response to questions from Supervisor Hannigan, Mr. Rosenthal provided information on the costs associated with operating and maintaining systems and on positions that had been and would be needed.

Department of Information Technology Assistant Director Ramiro Carrasco provided the Board with an overview of IT Service Management and IT Service Delivery Strategy.

In response to a question from Supervisor Thomson, Mr. Rosenthal provided budget information related to the requested change between contract staffing and county employee positions.

County Administrator Birgitta Corsello advised that she had asked Mr. Rosenthal to bring this item forward so that the department could provide the Board with information on what they were working on and to allow sufficient time for the department to begin processes and off ramping of services. She then commented on recent work by staff to review concepts and processes for the department.

In response to a question from Supervisor Thomson, Ms. Corsello noted that costs would either be paid to the service industry or to internal staff and would have to be paid one way or the other.

Mr. Rosenthal noted that some of the staff would be focused on internal processes in order to increase or improve productivity and reduce costs in the future.

On motion of Supervisor Hannigan, seconded by Supervisor Sperling, the Board received a progress report from the Department of Information Technology on the implementation of their Service Delivery Model; Considered recommendations for organizational changes; Adopted Resolution 2017-87 amending the List of Numbers and Classifications of Positions by adding 1.0 FTE IT Manager (TBD), 4.0 FTE IT Analyst, Principals (TBD), and 1.0 IT Analyst IV (TBD) effective May 7, 2017; Authorized the Chief Information Officer to negotiate and execute contracts for the acquisition of service management software licenses in an amount not to exceed \$75,000 and implementation services not to exceed \$460,000; and Authorized the Chief Information Officer to proceed with developing and issuing requests for proposals for contracted technology services. So ordered by 4-0 vote.

Enactment No: Resolution 2017-87

RECESS

This meeting of the Solano County Board of Supervisors recessed at 2:19 P.M. and reconvened at 2:21 P.M. All members were present and Chair Vasquez presided.

- 21 [17-294](#) Receive a report on the Solano County 2016 Index of Economic and Community Progress

Attachments: [A - 2016 Index](#)
 [Presentation](#)
 [Minute Order](#)

Senior Management Analyst James Bezek introduced the item.

Economic Forensics and Analytics President Dr. Robert Eyler provided a report on the Solano County 2016 Index of Economic and Community Progress.

In response to comments from Supervisor Thomson, Dr. Eyler provided information on the correlation between education and median household income.

Supervisor Hannigan commented on expensiveness of rentals in the Vallejo community.

Dr. Eyler noted the difference in size between Vallejo and Benicia and that there was not a lot of difference in the number of bachelor degree holders.

In response to a question from Supervisor Hannigan, Dr. Eyler noted that the housing and rental prices were rising all over the area and that reductions in the building of housing were impacting those prices. He then continued to provide the Board with the overview of the report.

President of the Solano Economic Development Corporation Sandy Person commented on undeveloped sites and noted that there was a demand for them.

Chair Vasquez asked how to balance housing needs for individuals that were working and those that are homeless or low income.

Dr. Eyler noted that developer incentives had shifted over the last ten years and that he did not see a large number of housing units coming online any time soon due to land and water issues and because developers were concerned about new units sitting empty.

In response to comments from Supervisor Hannigan, Dr. Eyler provided the Board with information on the gig economy and the impacts of increased online retail and non-employer businesses on the future economy. He also provided information of how economists were trying to figure out the impacts on markets as a result of the gig economy.

Ms. Person noted the importance of analyzing economic data in order to make policy decisions moving forward. She then thanked the County for conducting the analysis on a consistent basis.

Chair Vasquez commented on the importance of keeping track of the changing market.

Received

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chair Vasquez invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Spering requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Al "Coach" Pimentel, an active member of the Fairfield community.

B. Supervisor Spering requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Bebe Bea Moretti, an active member of the Suisun City community.

C. Supervisor Spering requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Helen Marie Ramirez, an active member of the Fairfield community.

D. Supervisor Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of John Lipsey, Jr., an active member of the Vallejo community.

E. Supervisor Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Bill Hallett, an active member of the Vallejo community.

F. Chair Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of David Arnold Jagdeo, an active member of the Vacaville community.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 3:10 P.M. in memory of Al "Coach" Pimentel, Bebe Bea Moretti, Helen Marie Ramirez, John Lipsey, Jr., Bill Hallett and David Arnold Jagdeo. Next meeting of the Solano County Board of Supervisors will be May 2, 2017 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

Minutes - Draft 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*

Tuesday, May 2, 2017

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 2nd day of May 2017 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Hannigan, Spering and Chair Vasquez. Supervisor Thomson was excused. Chair Vasquez presided. Also present were Assistant County Administrator Nancy Huston and County Counsel Dennis Bunting.

ROLL CALL

Present 4 - John M. Vasquez, Erin Hannigan, Monica Brown and James P. Spering

Excused 1 - Skip Thomson

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

This meeting of the Solano County Board of Supervisors continued with the Salute to the Flag and a Moment of Silence.

PRESENTATIONS

- 1 [17-268](#) Adopt and present a resolution recognizing May 6-12, 2017 as National Nurses Week in Solano County (Supervisor Hannigan)
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2017-88 recognizing May 6-12, 2017 as National Nurses Week in Solano County. So ordered by 4-0 vote. (see Resolution Book)
- Enactment No: Resolution 2017-88
- 2 [17-321](#) Adopt and present a resolution recognizing May 7-13, 2017 as Correctional Officers and Employees Appreciation Week in Solano County (Chair Vasquez)
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Chair Vasquez, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2017-89 recognizing May 7-13, 2017 as Correctional Officers and Employees Appreciation Week in Solano County. So ordered by 4-0 vote. (see Resolution Book)
- Enactment No: Resolution 2017-89
- 3 [17-310](#) Adopt and present a resolution recognizing May 2017 as Mental Health Month in Solano County (Supervisor Brown)
- Attachments:* [A - Resolution](#)
 [B - Calendar](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- On motion of Supervisor Brown, seconded by Supervisor Sperling, the Board adopted and presented Resolution No. 2017-90 recognizing May 2017 as Mental Health Month in Solano County. So ordered by 4-0 vote. (see Resolution Book)
- Enactment No: Resolution 2017-90

- 4 [17-311](#) Adopt and present a resolution recognizing May 2017 as Older Americans Month in Solano County (Supervisor Spering)

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

On motion of Supervisor Spering, seconded by Supervisor Hannigan, the Board adopted and presented Resolution No. 2017-91 recognizing May 2017 as Older Americans Month in Solano County. So ordered by 4-0 vote. (see Resolution Book)

Enactment No: Resolution 2017-91

ITEMS FROM THE PUBLIC

Chair Vasquez invited members of the public to address the Board on matters not listed on the agenda but within the subject matter jurisdiction of the Board. The following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on the management structure of the Animal Care Services and potential violations of the Brown Act.

B) George Guynn, Jr., Suisun City, commented on Mr. Tipton's remarks, taxes, an email he received concerning data collection about housing, funding for fixing roads and various fees.

Supervisor Spering commented on his past remarks concerning Animal Care Services, noting that it was an effective and well-run facility and program. He advised that there was no violation of the Brown Act.

Chair Vasquez commented on the history of animal control services and noted there was salary savings in the long term regarding the management structure of the operation.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for May 2, 2017.

APPROVAL OF THE AGENDA

On motion of Supervisor Hannigan, seconded by Supervisor Spering, the Board approved the agenda of the Solano County Board of Supervisors for May 2, 2017 as submitted. So ordered by 4-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chair Vasquez invited members of the public to address the Board on items listed on the Consent Calendar. There was no public comment.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Hannigan, seconded by Supervisor Spering, the Board approved the following Consent Calendar items by 4-0 vote.

CONSENT CALENDAR

- 5 [17-305](#) Accept the Solano County Treasurer's Quarterly Report for the period of January 1, 2017 through March 31, 2017

Attachments: [A - Letter to the Board](#)
 [B - Statement of Compliance](#)
 [C - PARS 115 Chart](#)
 [D - Maturity Report](#)
 [E - S&P Letter](#)
 [Minute Order](#)

Accepted

- 6 [17-316](#) Approve an amendment with Jackson Physician Search to increase the contract amount from \$49,000 to \$85,000 for professional recruitment services of physicians and psychiatrists through June 30, 2017; and Authorize the County Administrator to execute the amendment

Attachments: [A - First Amendment](#)
 [B - Link to Original Contract](#)
 [Minute Order](#)

Approved

- 7 [17-319](#) Adopt a resolution and plaque of appreciation honoring Tony Luu, Eligibility Benefits Specialist Supervisor, upon his retirement from the Department of Health & Social Services, Employment & Eligibility Services Division with over 28 years of dedicated service to Solano County

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2017-92

- 8 [17-301](#) Adopt a resolution proclaiming the month of May 2017 as Building Safety Month in Solano County

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2017-93

MISCELLANEOUS ITEMS

- 9 [17-315](#) Affirm the appointment of Sandra Sinz as Deputy Director of Behavioral Health and Director of Mental Health Services effective January 29, 2017, per Welfare and Institutions (W&I) Code Section 5607

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

- 10 [17-308](#) Receive a presentation on the 4th Annual Solano Children, Youth, and Families Policy Forum from the Solano Children's Alliance

Attachments: [A - Presentation](#)
 [Minute Order](#)

Solano County Superintendent of Schools Lisette Estrella-Henderson and Executive Director of the Solano Children's Network Alan Kerzin provided the Board with an overview of the 4th Annual Solano Children, Youth, and Families Policy Forum.

In response to questions from Supervisor Brown, Mr. Kerzin and Ms. Estrella-Henderson provided information to the Board on upcoming activities around youth employment.

Supervisor Sperring commented on vocational training and the need to have successful adults as examples for youth.

Received

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 10:32 A.M. to discuss the following matters:

- 11 [17-323](#) Conference with Legal Counsel - Potential Litigation: One case

Attachments: [A - Memorandum](#)

2:00 P.M.

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:00 A.M. All members were present and Chair Vasquez presided. Also present were County Administrator Birgitta Corsello and County Counsel Dennis Bunting.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Dennis Bunting advised that there were no reports from Closed Session.

12**17-309**

Conduct a public hearing to consider adopting a resolution and filing a notice of intent to become a Groundwater Sustainability Agency corresponding to the boundaries of the proposed Solano Irrigation District Groundwater Sustainability Agency and adjoining unincorporated areas; and following the public hearing, if the Board determines to move forward with filing the application, authorize the Director of Resource Management or his designee to file the County's notice of intent to become a Groundwater Sustainability Agency

Attachments: [A - Resolution](#)
 [B - Notice of Public Hearing](#)
 [C - State Water Resources Control Board Letter](#)
 [Minute Order](#)

Assistant Director of Resource Management Terry Schmidtbauer introduced the item.

Chair Vasquez opened the public hearing.

Geologist Misty Kaltreider provided the Board with information on the formation of a Groundwater Sustainability Agency including an overview of SGMA (Sustainable Groundwater Management Act), SGMA deadlines, groundwater basin prioritization, Groundwater Sustainable Agency (GSA), GSA authority, Solano Subbasin proposed multi-agency GSA, proposed single agency GSAs, proposed overlapping County of Solano GSA, co-management of SID (Solano Irrigation District) GSA area, state board intervention, progression and fees for state board intervention, other County GSA options for subbasin sustainability, next steps for the remainder of the subbasin and actions for the Board's consideration.

Mr. Schmidtbauer commented on the recommendations for the Board's consideration and advised that time was of the essence.

In response to questions from Supervisor Hannigan, Ms. Kaltreider provided information on areas of the subbasin that were not part of the proposed SID or Vacaville GSAs. Mr. Schmidtbauer provided information on management of the unrepresented areas of the subbasin.

In response to comments from Supervisor Spering, Mr. Schmidtbauer provided information on state intervention and concerns by partner agencies regarding prevention of state intervention.

Supervisor Spering commented on the need to have a discussion on what was in the best interest of the entire county as a whole and how the options impacted everyone.

In response to questions from Supervisor Spering, Ms. Kaltreider provided information on GSA application deadlines. Mr. Schmidtbauer also provided information on the application process, concerns with adequate noticing and the state's interpretation of multiple applications.

Deputy County Counsel Peter Miljanich provided the Board with information on legal requirements of public noticing, noting that staff would need to bring another action back to the Board in order for any other applications to be approved beyond what was currently being discussed.

In response to questions from Supervisor Spering, Mr. Schmidtbauer provided information on staff's efforts to implement the Board's direction on the matter of the GSA. He noted that the other agencies were on board but had changed direction at the last minute. He then provided information on the challenges of having multiple GSAs in the subbasin.

County Administrator Birgitta Corsello advised that the issue was now about costs for the GSAs and provided information on challenges in duplication of costs, multiple collaborative agreements and additional management requirements that would result from multiple GSAs in the subbasin.

Supervisor Spering commented on partnerships and noted the need to consider that it was unlikely for things to get better.

In response to questions from Supervisor Brown, Mr. Miljanich noted that the Board was not required to act on the proposal.

Chair Vasquez commented on the state's deadline to file a notice of intention to become a GSA that overlapped the SID's GSA.

In response to a comment from Mr. Miljanich, Ms. Corsello advised that a further special meeting would put the subbasin into a probationary period. She noted that there was not enough time for resolution or agreement by the different agencies concerning the three different areas in contention.

Mr. Miljanich advised that there was a requirement to have the public hearing publicly noticed.

Chair Vasquez commented on the proposal.

Mr. Schmidtbauer provided information on future discussions later in the week that may help resolve some of the concerns so that the JPA could be finalized.

In response to a question from Supervisor Spering, Mr. Schmidtbauer advised that no action taken by the Board on the current proposal meant that the Board was consenting to SID GSA area and would allow for that GSA to be formed.

Chair Vasquez invited members of the public to address the Board on this matter and the following comments were received:

A) Wally Pearce, unincorporated Winters, commented on concerns with additional agencies placing new taxes on ratepayers and a lack of public input on the matter of the GSAs.

B) George Guynn, Jr., Suisun City, commented on taxes and accountability to the public.

C) Lance Porter, Vacaville, commented on partnerships, negotiations between SID and the County and the importance of working together.

Chair Vasquez commented on the importance of working together with water partners and fees that could be imposed by the state if management of the subbasin was not formed.

Mr. Pearce commented on accountability for ratepayers and asked who they would be accountable to.

County Counsel Dennis Bunting advised that the ratepayers would be accountable to the GSA that managed their area and noted that the GSAs and oversight committees had not been formed yet.

Ms. Corsello commented on future structuring of the oversight committees and public representation of that committee, noting that the agricultural community would have representation.

Mr. Pearce commented on the need for more representation and input from ratepayers.

Supervisor Sperring commented on binding arbitration concerns and advised that he was not supportive of the overlap proposal. He noted that SID had been a great partner over the years and encouraged continuation of collaboration efforts. He advised that there needed to be public engagement about the impacts of the GSAs on residents.

Chair Vasquez closed the public hearing.

Supervisor Sperring recommended taking no action.

Ms. Corsello advised that staff would be back before the Board to address the remainder of the unincorporated area.

Chair Vasquez commented on the proposal options.

Supervisor Sperring asked that staff work with the City of Rio Vista on financial challenges if they wanted to participate in the JPA.

Chair Vasquez commented on the need to continue to work together to govern the subbasin and prevent the state from taking over.

SID General Manager Cary Keaten commented on SID's history of working with the County and thanked the Board.

The Board conducted the public hearing and took no further action on this item.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chair Vasquez invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Calvin Sturges Mc Laughlin, an active member of the Benicia community.

B. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of John "Bud" Ellsworth, an active member of the Green Valley community.

C. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Bill Hallett, an active member of the Vallejo community.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 3:09 P.M. in memory of Calvin Sturges Mc Laughlin, John "Bud" Ellsworth, and Bill Hallett. Next meeting of the Solano County Board of Supervisors will be May 9, 2017 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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 #: 5
Type: Resolution
File #: 17-290
Agenda date: 6/6/2017
Status: Consent Calendar
Department: Board of Supervisors
Contact: John M. Vasquez, 784-6129
Final action:
Title: Adopt a resolution recognizing the Vanden High School Air Force JROTC for 15 years of service to area veterans organizations and the community

Governing body: Board of Supervisors
District: District 4, District 5
Attachments: [A - Resolution](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Chair Vasquez requests that the Board adopt a resolution recognizing the Vanden High School Air Force JROTC for 15 years of service to veterans organizations and the community.

SUMMARY:

For 15 years the Air Force Junior Reserve Officers Training Corps at Vanden High School has gone above and beyond the call to provide community service to local veterans organizations. Approximately 1,200 cadets have participated in the JROTC program since its inception in 2001 at Vanden High School. That first year, 35 cadets participated in the Travis Air Force Base POW/MIA Retreat Ceremony and were also part of a formation to welcome President George W. Bush to Travis Air Force Base. Their first dinner event was in support of the Brotherhood of Vietnam Veterans in 2002. Community service hours from the Vanden High School JROTC have reached nearly 31,000 hours since 2001. Their community service has included participation in the 9/11 Patriot Walk, Veterans and Memorial Day observances, support dinners, color guards, and the annual Wreaths Across America wreath laying at the Sacramento Valley National Cemetery. Cadets also make and send holiday cards and goodie-bags to service members overseas. Vacaville veterans organizations, including the American Legion Post 165 & Auxiliary, AMVETS Post 1776, Disabled American Veterans Chapter 84, United Veterans Memorial Association and Veterans of Foreign Wars Post 7244 and Auxiliary, paid tribute to the Vanden High School JROTC cadets at their Celebration of Service on April 8, 2017.

FINANCIAL IMPACT:

There is no fiscal impact associated with this resolution.

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended because this is an opportunity

to recognize the Vanden High School Air Force JROTC for 15 years of service to area veterans organizations and the community.

OTHER AGENCY INVOLVEMENT:

Vacaville Veterans Groups

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2017 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE VANDEN HIGH SCHOOL AIR FORCE JROTC FOR 15 YEARS OF COMMUNITY SERVICE

WHEREAS, For 15 years the Air Force Junior Reserve Officers Training Corps at Vanden High School has gone above and beyond the call to provide community service to local veterans organizations; and

WHEREAS, approximately 1,200 cadets have participated in the JROTC program since its inception in 2001 at Vanden High School. That first year, 35 cadets participated in the Travis Air Force Base POW/MIA Retreat Ceremony and were also part of a formation to welcome President George W. Bush to Travis Air Force Base. Their first dinner event was in support of the Brotherhood of Vietnam Veterans in 2002; and

WHEREAS, the mission of the Vanden High School JROTC program is to develop citizens of character dedicated to serving their nation and community. High school graduation rates for cadets that stay in the program through their senior year have been 100 percent. Since its inception, 19 cadets have gone on to attend service academies, including two appointments to United States Military Academy, West Point; one appointment to the United States Naval Academy, Annapolis; and 16 appointments to the United States Air Force Academy; and

WHEREAS, community service hours from the Vanden High School JROTC have reached nearly 31,000 hours since 2001. Their community service has included participation in the 9/11 Patriot Walk, Veterans and Memorial Day observances, support dinners, color guards, and the annual Wreaths Across America wreath laying at the Sacramento Valley National Cemetery. Cadets also make and send holiday cards and goodie-bags to service members overseas; and

WHEREAS, cadets and their family and friends raised more than \$13,000 to benefit projects such as an Aeromedical Staging Facility at Travis Air Force Base and have collected more than 20,000 cans of food for canned food drives; and

WHEREAS, Vacaville veterans organizations, including the American Legion Post 165 & Auxiliary, AMVETS Post 1776, Disabled American Veterans Chapter 84, United Veterans Memorial Association and Veterans of Foreign Wars Post 7244 and Auxiliary, paid tribute to the Vanden High School JROTC cadets at their Celebration of Service on April 8, 2017.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes the Vanden High School Air Force JROTC for their years of dedicated volunteer service to local veterans organizations.

Dated this 6th day of June, 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



Solano County

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

Agenda Submittal

Agenda #: 6 **Status:** Consent Calendar
Type: Educational Fund **Department:** Board of Supervisors
File #: 17-382 **Contact:** Stephen Hallett, 784-2974
Agenda date: 6/6/2017 **Final action:**
Title: Authorize the County's contribution of \$500 from the General Fund contribution allocated to District 2 to benefit the Benicia Community Action Council

Governing body: Board of Supervisors
District: District 2
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Supervisor Brown requests that the Board of Supervisors authorize the County's contribution of \$500 from the General Fund contribution allocated to District 2 to benefit the Benicia Community Action Council.

SUMMARY/DISCUSSION:

During the FY2016/17 Budget Hearings, the Board appropriated \$5,000 to allow District 2 to support community service programs. As explained below, an additional \$4,000.00 was allocated to District 2. District 2 now recommends the distribution of \$500 of this funding benefit Community Action Council.

The Benicia Community Action Council is a 501(c)3 non-profit organization founded in 1967 to provide services to the economically disadvantaged in Benicia. Through dedicated volunteers and an experienced professional staff, a broad range of services are offered.

Guidelines for Grant Funding Requests:

During the 2016/17 Budget Hearings, the Board appropriated \$25,000, \$5,000 to each supervisorial district, to allow Board members to support community service programs. An additional \$4,000 was allocated for this purpose to District 2 to ensure that Supervisor Brown, who assumed office in January, was able to donate the full \$5,000.

The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

- 1) Each supervisor must submit the proposed expenditure to the County Counsel and the Auditor/Controller for initial review.
- 2) The Board must approve the expenditure by a majority vote.
- 3) The Board must determine that the expenditure is for a public purpose.

- 4) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
- 5) To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and
 - a) If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
 - b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

FINANCIAL IMPACT:

This expenditure is included in the District 2 FY2016/17 budget.

ALTERNATIVES:

The Board could choose not to authorize this expenditure. However, this is not recommended as this item is consistent with Board policy.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the County Administrator's Office, County Auditor-Controller's Office and County Counsel.



Solano County

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

Agenda Submittal

Agenda #: 7 **Status:** Consent Calendar
Type: Educational Fund **Department:** Board of Supervisors
File #: 17-383 **Contact:** Stephen Hallett, 784-2974
Agenda date: 6/6/2017 **Final action:**
Title: Authorize the County's contribution of \$500 from the General Fund contribution allocated to District 2 to benefit the Food Bank of Contra Costa and Solano

Governing body: Board of Supervisors
District: District 2
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Supervisor Brown requests that the Board of Supervisors authorize the county's contribution of \$5000 from the General Fund contribution allocated to District 2 to benefit the Food Bank of Contra Costa and Solano.

SUMMARY/DISCUSSION:

During the FY2016/17 Budget Hearings, the Board appropriated \$5,000 to allow District 2 to support community service programs. As discussed below, the Board allocated an additional \$4,000 to District 2.

The Food Bank of Contra Costa and Solano partners with local partners to assist in distributing food to those in need in Contra Costa and Solano counties.

Guidelines for Grant Funding Requests:

During the 2016/17 Budget Hearings, the Board appropriated \$25,000, \$5,000 to each supervisorial district, to allow Board members to support community service programs. An additional \$4,000 was allocated for this purpose to District 2 to ensure that Supervisor Brown, who assumed office in January, was able to donate the full \$5,000.

The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

- 1) Each supervisor must submit the proposed expenditure to the County Counsel and the Auditor/Controller for initial review.
- 2) The Board must approve the expenditure by a majority vote.
- 3) The Board must determine that the expenditure is for a public purpose.
- 4) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.

- 5) To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and
 - a) If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
 - b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

FINANCIAL IMPACT:

This expenditure is included in the District 2 FY2016/17 budget.

ALTERNATIVES:

The Board could choose not to authorize this expenditure. However, this is not recommended as this item is consistent with Board policy.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the County Administrator's Office, County Auditor-Controller's Office and County Counsel.



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Educational Fund	Department:	Board of Supervisors
File #:	17-396	Contact:	Anna Louzon, 784-6131
Agenda date:	6/6/2017	Final action:	
Title:	Authorize the County's contribution of \$1,000 from the General Fund contribution allocated to District 5 to benefit recipients of the Jose Escarsega Scholarship fund administered by Grandparents and Relatives In Need (GRIN)		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:	A - GRIN Statement and Scholarship Application		

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson requests that the Board of Supervisors authorize the County's contribution of \$1,000 from the General Fund contribution allocated to District 5 to benefit recipients of the Jose Escarsega Scholarship fund administered by Grandparents and Relatives In Need (GRIN).

SUMMARY/DISCUSSION:

Justification:

Grandparents and Relatives In Need (GRIN) is a Solano County organization providing support to grandparents and relative caregivers who are raising and providing permanency for at-risk children. These non-parent caregivers, through providing connections to services and maintaining healthy relationships and support systems, are ensuring at-risk children in their care are able to thrive in adulthood and become successful parents themselves.

The Jose Escarsega Scholarship will be awarded to students who are completing high school under the care of their grandparents, or other non-parental caregivers, and can demonstrate how this relationship has positively impacted their development into adulthood and provided the opportunity for the student to demonstrate excellence academically, athletically, or through service in their school or community. Scholarship awards will be issued for students pursuing a degree through an accredited two- or four-year college or university.

Guidelines for Grant Funding Requests:

During the 2016/17 Budget Hearings, the Board appropriated \$25,000; \$5,000 to each supervisorial district, to allow Board members to support community service programs. The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

1. Each supervisor must submit the proposed expenditure to the County Counsel and the Auditor/Controller for initial review.

2. The Board must approve the expenditure by a majority vote.
3. The Board must determine that the expenditure is for a public purpose.
4. The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
5. To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and:
 - a. If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
 - b. If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

FINANCIAL IMPACT:

This expenditure is included in the District 5 FY2016/17 budget.

ALTERNATIVES:

The Board could choose not to authorize this expenditure. However, this is not recommended as this item is consistent with Board policy.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the County Administrator's Office, County Auditor-Controller's Office and County Counsel.

G.R.I.N.

GRANDPARENTS & RELATIVES IN NEED

Mission Statement

It is the mission of Grandparents & Relatives In Need (GRIN) to provide support to grandparents, relative caregivers and non-related caregivers to ensure that the children they care for are provided permanence, connection to needed services, maintain healthy connections and have the ability to thrive to become successful in adulthood and parenthood.

Vision Statement

It is the Vision of Grandparents & Relatives In Need (GRIN) to provide programs, services and support that meet the urgent and ongoing needs of grandparents and other relatives raising children at risk or not provided the ability to flourish and thrive.

The following objectives support GRIN's mission and vision statements:

To inform and educate the community that grandparents are historical, spiritual, and foundational pillars of most families. Support and enhance grandparents and relative/non-relative caregiver's efforts to prevent children from entering foster care.

Create and sustain an organization that is run and directed by current and former grandparent and relative/non-relative caregivers to include membership, an executive team and a board of appointed directors.

Forge strong and lasting alliances with agencies, organizations and individuals who desire to serve the grandparent and relative/non-relative caregiver and connect families to needed services in the community so children can thrive. This includes direct and linked services to meet the needs of the entire family unit.

Facilitate, secure and provide trainings, offline or virtual, for grandparents and other relative/non-relative caregivers aimed at identifying the needs of children of all ages to thrive and develop into nurturing, caring, and responsible adults.

Help foster the relationship between the child and biological parents through reunification; and if reunification is not possible, preserve the past and existing relationship in an appropriate and healthy manner for the sake of the child(ren).

Create a financially self-sufficient non-profit through means of donation, fundraising and grant writing to sustain and maintain a one-stop shop (free of charge), community based programs, services and family-centered social activities for grandparents and relative/non-relative caregivers and children.

Local, state and nationwide advocacy at all levels of government and a grassroots approach to enhancing the rights and concerns of adult caregivers and the youth for which they are responsible in caring for.

Serve as an advisory body to political, judicial, legal and community-based entities that are tasked with protecting and preserving the grandparent and relative/non-relative caregiver's journey in raising a child.

G.R.I.N.
GRANDPARENTS & RELATIVES IN NEED
JOSE ESCARSEGA SCHOLARSHIP

Mission Statement

It is the mission of Grandparents & Relatives In Need (GRIN) to provide support to grandparents, relative caregivers and non-related caregivers to ensure that the children they care for are provided permanence, connection to needed services, maintain healthy connections and have the ability to thrive to become successful in adulthood and parenthood.

SCHOLARSHIP

The applicant must demonstrate residency with a grandparent at any part of high school years, or significant relationship with a grandparent that impacted academic and personal success. The applicant must be a male or female high school senior living and attending school in Solano County and Winters (including Wolfskill High School); and graduating by June 2017. The applicant will have an opportunity to demonstrate academic, athletic, community endeavors.

Award Components:

1. \$500 scholarship and individual certificate awarded to the high school graduating senior student(s) selected by a panel of designated volunteers. The availability of more than one scholarship will be based on funding.
2. A \$500 check will be awarded to the selected student(s) prior to the Fall Academic year, upon evidence of enrollment and registration at an accredited post-secondary institution.
3. The Jose Escarsega scholarship recipient will be honored through various media personal formats.

Criteria:

1. Applicant must complete scholarship application and submit all requested documents and information by the deadline.
2. Applicant must be seeking a degree from an accredited two-year or four-year academic institution by fall 2017.
3. Applicant should demonstrate outstanding service to his school, community, and family.
4. Applicant must show residency with a grandparent or demonstrate how their relationship with their grandparent positively impacted their life and success.

JOSE ESCARSEGA SCHOLARSHIP APPLICATION & INSTRUCTION

INSTRUCTIONS:

Please complete this form and return to the address at the bottom of this application no later than along with the requested documents no later than July 11th, 2017

BIOGRAPHICAL INFORMATION:

NAME: (First) _____ (Middle) _____

(Last) _____ DOB: _____

ADDRESS: _____

City _____ State _____ Zip _____

TELEPHONE: _____

TOTAL HOUSEHOLD INCOME: _____ (Confidential)

SOURCE OF HOUSEHOLD INCOME: _____ (Verification may be required)

EDUCATIONAL BACKGROUND:

HIGH SCHOOL (Within Solano County & Winters HS):

DATE OF HIGH SCHOOL GRADUATION: _____

HIGH SCHOOL CUMULATIVE GPA: _____

COLLEGES APPLIED TO: (Please provide names): _____

NAME(S) OF FORMAL/INFORMAL CARETAKER AND RELATIONSHIP:

APPLICATION REQUIREMENTS (Utilized separate sheets and attachments, which should be included in entire scholarship packet):

- 1) Professional and personal statement:
Provide a brief statement of your professional and personal goals and aspirations. Should not be more than one page in length.
- 2) List all academic, athletic and community participation.
- 3) List all academic, athletic and community honors/awards.
- 4) Professional Resume
- 5) Two (2) letters of professional recommendation from the following: High school teacher, school administrator, counselor, employer or individual with significant knowledge of applicant's achievements and philanthropy. Letters written by school personnel should be on school letterhead.
- 6) A complete, official, school-issued high school transcript of grades. Unofficial transcripts will be accepted while the student is awaiting copies of official ones.
- 7) A copy of your diploma/graduation certificate (submitted once received).
- 8) A stamped, self-addressed envelope.
- 9) Verification of enrollment and/or schedule of classes for the fall semester of a copy of an acceptance letter from an approved college or university.
- 10) Verification/documentation of twelve month residency with grandparent or caretaker (non-parent).

APPLICATIONS RECEIVED AFTER JULY 11th, 2017 WILL NOT BE ACCEPTED

SCHOLARSHIP PACKET CHECKLIST:

Please mail completed application along with other required documents to:
Grandparents & Relatives In Need (GRIN)
Attn: Noel Vargas
P.O. Box 2122
Vacaville, CA 95687
Office: 707.416.5436

You may send application via certified mail, but this is not required. If you wish acknowledgement of our receipt of your completed application, please enclose a stamped, self-addressed envelope.

A. Completed scholarship application.

B. Two (2) letters of professional recommendation from the following: High school teacher, school administrator, counselor, employer or individual with significant knowledge of applicant's achievements and philanthropy. Letters written by school personnel should be on school letterhead.

C. A complete, official, school-issued high school transcript of grades. Unofficial transcripts will be accepted while the student is awaiting copies of official ones.

D. A copy of your diploma/graduation certificate (submitted once received).

E. Resume

F. Personal statement regarding goals and aspirations.

F. A stamped, self-addressed envelope.

G. Verification of enrollment and/or schedule of classes for the fall semester of a copy of an acceptance letter from an approved college or university.



Solano County

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

Agenda Submittal

Agenda #: 9
Type: Policy
File #: 17-377
Agenda date: 6/6/2017
Title: Adopt the County's Political Activities Policy, as amended

Status: Consent Calendar
Department: Human Resources
Contact: Marc Fox, 784-2552
Final action:

Governing body: Board of Supervisors

District: All

Attachments: [A - Political Activities Policy Redlined](#)
[B - Political Activities Policy Final](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends that the Board of Supervisors adopt the County's Political Activities Policy, as amended.

SUMMARY:

The Department of Human Resources reviewed the County's Political Activities Policy and recommends that the Board of Supervisors adopt the amendments, which are being made to clarify acceptable and unacceptable activities of employees related to a candidate, political party or ballot measure.

FINANCIAL IMPACT:

There is a de minimus fiscal impact in making additional photocopies of the amended policy for distribution in County trainings. The policy is posted on the County's website.

DISCUSSION:

The County, as a governmental entity, has a need to present to the public a politically neutral environment in the election process. The public expects a fair and unbiased election process free of undue influence of public employees who may be seen as using their official positions to promote specific political goals. Employees may desire to express their free speech rights. In order to make clear the County's position with regards to political activities, the County has amended its policy to provide guidance to County employees as to what conduct involving political activities is acceptable and unacceptable within the workplace.

California Government Code section 3207 provides that a county may prohibit or restrict employees from engaging in political activity during working hours. County policy prohibits employees from engaging in political activity while on duty. The revisions to the policy define "political activity" as those activities directed

toward the success or failure of a political party, candidate for political office, ballot measure or political group. Further, the policy prohibits employees from wearing clothing, insignia or other campaign paraphernalia, which promotes the support of, or failure of, a political party, candidate for political office, political group or ballot measure/initiative, when that employee, in the performance of his/her duties, may come into contact with a County client or member of the public.

ALTERNATIVES:

The Board of Supervisors could choose not to adopt the amended policy; however, staff does not recommend this alternative, as the amended policy provides further clarification as to what is allowable and safeguards the standard of maintaining a workplace that is political neutral for the constituents that are served by the County.

OTHER AGENCY INVOLVEMENT:

Notification of, and an opportunity, to meet on the proposed changes was provided to all bargaining unit representatives. Four recognized employee organizations requested to meet, and amendments to the policy were made in consideration of the feedback received.

The County Counsel's Office and the County Administrator's Office have reviewed the proposed revised policy and concur on the amended changes to the policy.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

C-10 POLITICAL ACTIVITIES



Inception Date: October 13, 1992
-Last Revision Date: - ~~NEW~~ April June 6, 2017

By: Board of Supervisors
Page: 1 of 1

10.1.0 PURPOSE

10.1.1 The Board of Supervisors of Solano County, under the authority conferred upon it by provisions of Government Code § 3207, has found that it is necessary to adopt a limited policy regarding political activities by County officers and employees during working hours and/or on the premises of the County. This policy precludes County officers and employees from using their position, authority or influence to affect the result of an election and, further, establishes the foundation to maintain a politically neutral environment for all County employees and members of the public.

10.2.0 POLICY

10.2.1 County officers and employees are hereby prohibited from engaging in political activity while on duty, in a government building while wearing an official uniform or insignia, or using an official vehicle. Political activity is defined as activity directed toward the success or failure of a political party, candidate for a partisan political office, ballot measure or partisan political group.

10.2.2 County officers and employees shall not campaigning on County time including the distribution of campaign literature of any nature, either during working hours, or on County premises.

~~9.2.1~~ 10.2.3 County officers and employees are prohibited from wearing clothing, insignia, or other campaign paraphernalia, which promotes the support of, or failure of, a political party, candidate for a political office, political group, or ballot measure/initiative, when the County officer or employee, in the performance of his/her duties, may come into contact with a County client or member of the public.

~~9.2.2 County officers and employees are hereby prohibited from participating in political activities of any kind while in uniform either on or off the job.~~

~~9.2.3~~ 10.2.4 County officers and employees are hereby prohibited from displaying campaign materials of any nature on County property, including but not limited to, walls, bulletin boards, doors, and County vehicles.

- A. This prohibition does not apply to a County officer or employee's private car, even if used in the course and scope of employment.
- B. This prohibition neither applies to nor restricts a recognized labor organization recognized under the County collective bargaining process from posting on its assigned bulletin board the results of its local election or plebiscite regarding its support of a candidate in an election for County office.
- C. There is no prohibition against a County officer or employee wearing campaign buttons on their clothing during working hours, regardless of the election campaign involved, except as otherwise limited when the employee may come into contact with a County client or member of the public.

The word "elections" contained in the Solano County Employer-Employee Relations Rules and Regulations, under Section 10(d) pertaining to the use of bulletin boards by recognized labor organizations shall be interpreted consistent with this policy.

C-10 POLITICAL ACTIVITIES POLICY



Inception Date: 10/13/1992
Last Revision Date: 06/06/2017
By: Board of Supervisors
Page: 1 of 1

10.1.0 PURPOSE

- 10.1.1 The Board of Supervisors of Solano County, under the authority conferred upon it by provisions of Government Code § 3207, has found that it is necessary to adopt a limited policy regarding political activities by County officers and employees during working hours and/or on the premises of the County. This policy precludes County officers and employees from using their position, authority or influence to affect the result of an election and, further, establishes the foundation to maintain a politically neutral environment for members of the public.

10.2.0 POLICY

- 10.2.1 County officers and employees are prohibited from engaging in political activity while on duty, while wearing an official uniform or insignia, or using an official vehicle. Political activity is defined as activity directed toward the success or failure of a political party, candidate for political office, ballot measure or partisan political group.
- 10.2.2 County officers and employees shall not campaign on County time including the distribution of campaign literature of any nature, either during working hours, or on County premises.
- 10.2.3 County officers and employees are prohibited from wearing clothing, insignia, or other campaign paraphernalia, which promotes the support of, or failure of, a political party, candidate for a political office, political group, or ballot measure/initiative, when the County officer or employee, in the performance of his/her duties, may come into contact with a County client or member of the public.
- 10.2.4 County officers and employees are hereby prohibited from displaying campaign materials of any nature on County property, including but not limited to, walls, bulletin boards, doors, and County vehicles.
- A. This prohibition does not apply to a County officer or employee's private car, even if used in the course and scope of employment.
 - B. This prohibition neither applies to nor restricts a recognized labor organization recognized under the County collective bargaining process from posting on its assigned bulletin board the results of its local election or plebiscite regarding its support of a candidate in an election for County office.
 - C. There is no prohibition against a County officer or employee wearing campaign buttons on their clothing during working hours, regardless of the election campaign involved, except as otherwise limited when the employee may come into contact with a County client or member of the public.

The word "elections" contained in the Solano County Employer-Employee Relations Rules and Regulations, under Section 10(d) pertaining to the use of bulletin boards by recognized labor organizations shall be interpreted consistent with this policy.



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Resolution	Department:	Treasurer-Tax Collector-County Clerk
File #:	17-360	Contact:	Charles Lomeli, 784-3419
Agenda date:	6/6/2017	Final action:	
Title:	Approve a resolution authorizing the transfer of up to 85% of FY2017/18 anticipated tax revenues from the Treasury Pool funds to local school districts as mandated under Article XVI Section 6 of the California Constitution		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution B - BUSD Resolution C - DUSD Resolution D - FSUSD Resolution E - VVUSD Resolution F - VJUSD Resolution		

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors approve a resolution authorizing the transfer of 85% of FY2017/18 anticipated tax revenues from the Treasury Pool funds to local school districts under Article XVI Section 6 of the California Constitution from July 1, 2017 to April 30, 2018.

SUMMARY/DISCUSSION:

Various State mandates require the County, using available fund balances, or the County Treasurer, using pooled funds, to provide temporary funding to the local school districts in order to cover any cash deficits they may experience in meeting their operational requirements. The applicability of each mandate is dependent upon the type of district to be covered, the portion of time to be covered, and the availability of funds not immediately needed to pay claims against the funds. The attached resolution will enable the various local school districts to fulfill their educational mandates by providing them with a stable source of required operational cash from July 1, 2017 to April 30, 2018, while keeping the County in compliance with all applicable mandatory statutes. Transfers will be payable with interest at the rate the County applies to funds of the districts on deposit with the County.

Listed herein are the respective code sections and actions that must be taken by the County to provide operationally required cash flow to the districts as a result of State actions to defer revenues to the districts that are statutorily owed them by the State of California.

In accordance with Article XVI, Section 6 of the California Constitution, the County Treasurer will make mandatory advances of up to 85% of anticipated property tax revenues accruing to the respective districts

during FY2017/18 as need. All advances will be repaid prior to April 30, 2018 as required by law. While the mandate allows for the advancement of 100% of all funds, County policy is to request that districts initially request no more than 85% of anticipated property revenues as determined by the Auditor - Controller. If additional funding is required, a separate request will be brought forward at that time detailing the amount of additional funding required, all applicable mandates, the source of funding for the loan, and the source or sources of additional pledged revenue.

The district requests for Constitutional Advance funding are as follows:

Benicia USD	11,350,393
Dixon USD	4,000,000
Fairfield Suisun USD	23,000,000
Vacaville USD	17,110,517
Vallejo City USD	<u>20,600,000</u>
Total	\$76,060,910

FINANCIAL IMPACT:

The Constitutional transfers of funds will be made using cash available in the Treasury Pool. The Treasurer has determined that the temporary transfers of funds will not adversely affect the County Treasury Pool. There is sufficient liquidity in the Treasury Pool to fund these advances. The advances will be repaid from the first available revenues accruing to the district.

ALTERNATIVES:

The Board of Supervisors could elect not to authorize the transfer of funds to the District; however, this is not recommended as the transfers are mandated. A failure to adopt the resolutions will cause the various school districts to be unable to meet their functional mandates, and place the County in noncompliance with State mandates.

OTHER AGENCY INVOLVEMENT:

The Auditor-Controller, County Counsel, County Administrator, Solano County Office of Education, and the respective requesting districts have been directly involved in this request. Formal transfer request resolutions from the respective districts are attached.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2017 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE TREASURER TO MAKE AVAILABLE TEMPORARY TRANSFERS OF MONIES TO
SOLANO COUNTY SCHOOL DISTRICTS FROM THE TREASURY POOL DURING THE
2017/2018 FISCAL YEAR**

Whereas, the Benicia Unified School District, the Dixon Unified School District, the Fairfield Suisun Unified School District, the Vacaville Unified School District, and the Vallejo City Unified School District (collectively, the “Districts”) anticipate being without sufficient funds to meet their operating expenses in FY2017/18 due to the timing of payments from the State; and

Whereas, pursuant to Article XVI, section 6 of the California Constitution, the County Treasurer, upon resolution of the Board of Supervisors, has the power and the duty to make temporary transfers of Treasury Pool funds to the Districts as loans against revenues anticipated to accrue to the Districts for the purpose of meeting the Districts’ operating expenses; and

Whereas, the amount of the transfers to each district may not exceed 85% of the amount of money anticipated to accrue to each district during FY2017/18; and

Whereas, the Districts have requested approximately \$76 million as follows:

District	Constitutional Advance
Benicia USD	\$ 11,350,393
Dixon USD	\$ 4,000,000
Fairfield Suisun USD	\$ 23,000,000
Vacaville USD	\$ 17,110,517
Vallejo City USD	<u>\$ 20,600,000</u>
Total	<u>\$ 76,060,910</u>

Whereas, these amounts are less than or equal to 85% of the anticipated property tax revenues accruing to the respective districts in FY2017/18 as estimated by the County Auditor; and

Whereas, the Districts are entitled to, but do not currently anticipate needing, 85% of all anticipated revenues, which is greater than the 85% of anticipated property tax revenues; and

Whereas, the Treasurer will make additional requests of the Board for transfer authorizations should they become needed; and

Whereas, the Districts must repay any temporary transfers from revenues accruing to the Districts before any other obligation is met from such revenues at an interest rate the County applies to funds of the Districts on deposit with the County.

Resolved, the Solano County Board of Supervisors authorizes the County Treasurer, beginning July 1, 2017, and ending on April 30, 2018 to make available temporary transfers of monies to the Districts at an amount not to exceed 85% of anticipated revenues accruing to the Districts (as certified by the Auditor-Controller). The Districts must repay such transfers from revenues accruing to the Districts before any other obligation is met from those revenues, payable with interest at the rate the County applies to funds of the Districts on deposit with the County.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 6, 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

RESOLUTION NO. 16-17-12

RESOLUTION OF THE BENICIA UNIFIED SCHOOL DISTRICT ("District") REQUESTING THE
TREASURER TO MAKE A CONSTITUTIONAL ADVANCE TO DISTRICT

WHEREAS, the District requests that the County Board of Supervisors authorize a Constitutional advance under article XVI, section 6 of the California Constitution of approximately \$11,350,392.55 to the District and,

WHEREAS, the amount is less than or equal to the 85% of fiscal year 2017/18 anticipated property tax revenues for the District, as estimated by the Solano County Auditor, and,

WHEREAS, the Treasurer will make available one or more advances between July 1, 2017 and the last Monday in April of the same fiscal year, and the school district will repay the advance(s) from revenues accruing to the district before any other obligation of the district is met from such revenue.

WHEREAS, the District will be charged an interest rate equal to the rate the County applies to funds of the district on deposit with the County.

RESOLVED, the District requests the Solano County Board of Supervisors authorize the County Treasurer to transfer approximately \$11,350,392.55 in one or more loans to the school district listed above to cover one or more cash shortages caused by delays in receipt of revenues from the State to which the district is lawfully entitled.

The District adopted this resolution at its regular meeting on March 16, 2017, by the following vote:

AYES: 4

NOES: 0

EXCUSED: 1 - Morgan



Clerk of the Governing Board

Board of Education
Dixon Unified School District

Subject: Resolution for a Constitutional Advance

Meeting Date: April 20, 2017

Item #: X – C.5

Agenda Item Submitted For:

- ☐ Consent
- ☐ Public Hearing
- ☐ Action, Information, Discussion
- ☒ Action
 - ☒ Resolution
- ☐ Information
- ☐ Discussion

SUBMITTED BY: Adrian Vargas, Assistant Superintendent of Business Services & Operations

PRESENTED BY: Adrian Vargas, Assistant Superintendent of Business Services & Operations

Management Recommendation:

The District requests a Constitutional Advance of \$4,000,000.

Discussion:

Request for the County Board of Supervisors to authorize a Constitutional Advance of \$4,000,000 for the District. This will provide a safeguard for the District against any potential cash flow shortfalls that may occur before the first tax receipts are received in December 2017.

Financial Impact:

N/A

District Goal this item addresses:

- ☒ Provide Well-Rounded, Relevant Curriculum
- ☒ Engage All Students in Continued Learning Based on CCSS
- ☒ Provide Safe, Positive Environments for All
- ☒ Recruit, Train, and Retain High-Quality Staff
- ☒ Establish Productive Partnerships with Parents, Businesses, and the Community
- ☒ Provide Meaningful Access to Technology for All Students

**Dixon Unified School District
Board Approved**

APR 20 2017

FY Impacted _____

Department Business

Updated: 4/14/2017

RESOLUTION NO. 17-1566

RESOLUTION OF THE DIXON UNIFIED SCHOOL DISTRICT ("District")
REQUESTING THE TREASURER TO MAKE A CONSTITUTIONAL ADVANCE TO
DISTRICT

WHEREAS, the District requests that the County Board of Supervisors authorize a Constitutional advance under article XVI, section 6 of the California Constitution of approximately \$ 4,000,000 to the District and,

WHEREAS, the amount is less than or equal to the 85% of fiscal year 2017-18 anticipated property tax revenues for the District, as estimated by the Solano County Auditor, and,

WHEREAS, the Treasurer will make available one or more advances between July 1, 2017 the last Monday in April of the same fiscal year, and the school district will repay the advance(s) from revenues accruing to the district before any other obligation of the district is met from such revenue.

WHEREAS, the District will be charged an interest rate equal to the rate the County applies to funds of the district on deposit with the County.

RESOLVED, the District requests the Solano County Board of Supervisors authorize the County Treasurer to transfer approximately \$ 4,000,000 in one or more loans to the school district listed above to cover one or more cash shortages caused by delays in receipt of revenues from the State to which the district is lawfully entitled.

The District adopted this resolution at its regular meeting on, April 20, 2017 by the following vote:

AYES:

O'Halloran, Foster, Maseda, Garcia

NOES:

EXCUSED:

Gabby



Luke Foster
Clerk of the Governing Board

RESOLUTION NO. 54-1617

REQUESTING CONSTITUTIONAL ADVANCE OF ANTICIPATED TAX REVENUES

WHEREAS, the Fairfield-Suisun Unified School District desires to request Solano County Treasurer to make a temporary transfer (the "Transfer") of approximately \$23,000,000 to meet its current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the amount of the Transfer may not exceed 85% of the amount of money which will accrue to the District during the fiscal year; and

WHEREAS, the Transfer to the District will be made from and limited to the County of Solano Educational Investment Pool,

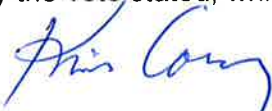
NOW, THEREFORE, BE IT RESOLVED that the Governing Board does hereby;

1. Find and determine that the Transfer is in the public interest and serves a valid public purpose.
2. Request a transfer of monies to the District from County monies in the County Treasurer's custody. The Transfer shall be in an amount, if any, determined by the Treasurer, not to exceed the lesser of 85% of the anticipated revenues accruing to the District as certified by the District and confirmed by the County Auditor-Controller.
3. Authorize and direct the District Superintendent for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District Superintendent, not to exceed the limitations to such Transfer as provided herein.
4. Request that the Transfer be made by the Treasurer not prior to July 1, 2017, no later than April 30, 2018.
5. Request that the Treasurer deposit the Transfer to the District's General Fund.
6. Request that the Transfer to the District be made from and limited to the County of Solano Educational Investment Pool.
7. Authorize that repayment of any Transfer shall be made from the revenues accruing to the District before any other obligation of the District is met from such revenue.
8. Authorize that interest on any Transfer installment will accrue and be payable by the District at the same interest rate the Educational Pool is earning until the entire Transfer is repaid.
9. Direct the Clerk/Secretary of the Board of Trustees to submit a certified copy of this Resolution to the Solano County Treasurer-Tax Collector.

IN WITNESS WHEREOF, and the passage of the Resolution, we, the undersigned being a majority of the member of the Governing Board of said Fairfield-Suisun Unified School District, of Solano and Napa Counties, State of California, have hereunto subscribed our names the 30th day of March 2017.

AYES:	Judi Honeychurch, David Isom, Jonathan Richardson, Joan Gaut John Silva, Bethany Smith, Chris Wilson
NOES:	N/A
ABSENT:	N/A
ABSTENTION:	N/A

I, Kris Corey, Secretary of the Governing Board of the Fairfield-Suisun Unified School District of Solano and Napa Counties, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular place of meeting on the date and by the vote stated, which resolution is on file in the office of said Board.



Kris Corey, Secretary
Fairfield-Suisun Unified School District
Governing Board

**VACAVILLE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18, 2016-17**

**RESOLUTION OF THE VACAVILLE UNIFIED SCHOOL DISTRICT ("District")
REQUESTING THE TREASURER TO MAKE A CONSTITUTIONAL
ADVANCE TO DISTRICT**

WHEREAS, the District requests that the County Board of Supervisors authorize a Constitutional advance under article XVI, section 6 of the California Constitution of approximately \$17,110,517.00 to the District and;

WHEREAS, the amount is less than or equal to the 85% of fiscal year 2017-18 anticipated property tax revenues for the District, as estimated by the Solano County Auditor and;

WHEREAS, the Treasurer will make available one or more advances between July 1, 2017 and the last Monday in April of the same fiscal year, and the school district will repay the advance(s) from revenues accruing to the district before any other obligation of the district is met from such revenue and;

WHEREAS, the District will be charged an interest rate equal to the rate the County applies to funds of the district on deposit with the County.

NOW, THEREFORE, BE IT RESOLVED, the District requests the Solano County Board of Supervisors authorize the County Treasurer to transfer approximately \$17,110,517.00 in one or more loans to the school district listed above to cover one or more cash shortages caused by delays in receipt of revenues from the State to which the district is lawfully entitled.

PASSED AND ADOPTED this 13th day of April 2017 by the Vacaville Unified School District Governing Board of Solano County, California, by the following vote:

AYES: Michelle Dally, John Jansen, Michael Kitzes, Sherie Mahlberg,

Tracee Stacy, Horace "Whit" Whitman, Shawn Windham

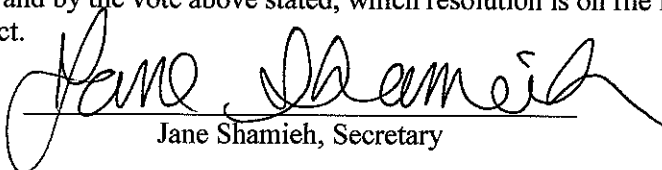
NOES: _____

ABSENT: _____

ABSTAIN: _____

CERTIFICATION

I, Jane Shamieh, Secretary to the Vacaville Unified School District Governing Board, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the said Board at a regular meeting thereof at the time and by the vote above stated, which resolution is on file in the administrative offices of said school district.


Jane Shamieh, Secretary

RESOLUTION NO. 2748

**RESOLUTION OF THE VALLEJO CITY UNIFIED SCHOOL DISTRICT ("District")
REQUESTING THE TREASURER TO MAKE A CONSTITUTIONAL ADVANCE TO
DISTRICT**

WHEREAS, the District requests that the County Board of Supervisors authorize a Constitutional advance under article XVI, section 6 of the California Constitution of approximately \$20,600,000 to the District and,

WHEREAS, the amount is less than or equal to the 85% of fiscal year 2016-17 anticipated property tax revenues for the District, as estimated by the Solano County Auditor, and,

WHEREAS, the Treasurer will make available one or more advances between July 1, 2017 the last Monday in April of the same fiscal year, and the school district will repay the advance(s) from revenues accruing to the district before any other obligation of the district is met from such revenue.

WHEREAS, the District will be charged an interest rate equal to the rate the County applies to funds of the district on deposit with the County.

RESOLVED, the District requests the Solano County Board of Supervisors authorize the County Treasurer to transfer approximately \$20,600,000 in one or more loans to the school district listed above to cover one or more cash shortages caused by delays in receipt of revenues from the State to which the district is lawfully entitled.

The District adopted this resolution at its regular meeting on May 3, 2017, by the following vote:

AYES:

5

NOES:

0

EXCUSED:

0



Steve A. Goldstone, Ed.D.
Clerk of the Governing Board



Solano County

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

Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Resolution	Department:	Treasurer-Tax Collector-County Clerk
File #:	17-394	Contact:	Charles Lomeli, 784-3419
Agenda date:	6/6/2017	Final action:	
Title:	Approve a resolution authorizing the transfer of up to 85% of FY2017/18 anticipated tax revenues from the Treasury Pool funds to the Collinsville Levee District as mandated under Article XVI Section 6 of the California Constitution		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution B - District Resolution		

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors approve a resolution authorizing the transfer of 85% of FY2017/18 anticipated tax revenues from the Treasury Pool funds to Collinsville Levee District under Article XVI Section 6 of the California Constitution from July 1, 2017 to April 30, 2018.

SUMMARY:

Various State mandates require the County, using available fund balances, or the County Treasurer, using pooled funds, to provide temporary funding to local districts in order to cover any cash deficits they may experience in meeting their operational requirements. The applicability of each mandate is dependent upon the type of district to be covered, the portion of time to be covered, and the availability of funds not immediately needed to pay claims against the funds. The attached resolution will enable the Collinsville Levee District to fulfill their water and flood control mandates by providing them with a stable source of required operational cash from July 1, 2017 to April 30, 2018, while keeping the County in compliance with all applicable mandatory statutes. Transfers will be payable with interest at the rate the County applies to funds of the districts on deposit with the County.

In accordance with Article XVI, Section 6 of the California Constitution, the County Treasurer will make a mandatory advance of up to 85% of anticipated property tax revenues accruing to the Collinsville Levee District during FY2017/18 as need. The advance will be repaid prior to April 30, 2018 as required by law. While the mandate allows for the advancement of 100% of all funds, County policy is to request that districts initially request no more than 85% of anticipated property revenues as determined by the Auditor - Controller. If additional funding is required, a separate request will be brought forward at that time detailing the amount of additional funding required, all applicable mandates, the source of funding for the loan, and the source or sources of additional pledged revenue.

The district requests for Constitutional Advance funding are as follows:

Collinsville Levee District	\$7,021
Total	\$7,021

FINANCIAL IMPACT:

The Constitutional transfer of funds will be made using cash available in the Treasury Pool. The Treasurer has determined that the temporary transfer of funds will not adversely affect the County Treasury Pool. There is sufficient liquidity in the Treasury Pool to fund this advance. The advance will be repaid from the first available revenue accruing to the Collinsville Levee District.

ALTERNATIVES:

The Board of Supervisors could elect not to authorize the transfer of funds to the Collinsville Levee District; however, this is not recommended as the transfer is mandated. A failure to adopt the resolution will cause the Collinsville Levee District to be unable to meet their functional mandates, and place the County in noncompliance with State mandates.

OTHER AGENCY INVOLVEMENT:

The Auditor-Controller, County Counsel, County Administrator, and the Collinsville Levee District have been directly involved in this request.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2017- _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TREASURER TO MAKE AVAILABLE TEMPORARY TRANSFERS OF MONIES TO
THE COLLINSVILLE LEVEE DISTRICT FROM THE TREASURY POOL DURING THE 2017/2018 FISCAL
YEAR**

Whereas, the Collinsville Levee District anticipates being without sufficient funds to meet their operating expenses in fiscal year 2017/2018 due to the timing of payments from the State; and

Whereas, pursuant to Article XVI, section 6 of the California Constitution, the County Treasurer, upon resolution of the Board of Supervisors, has the power and the duty to make temporary transfers of Treasury Pool funds to a local District as loans against revenues anticipated to accrue to the District for the purpose of meeting the Districts' operating expenses; and

Whereas, the amount of the transfers to each district may not exceed 85% of the amount of money anticipated to accrue to the district during fiscal year 2017/2018; and

Whereas, the District has requested \$7,021 and this amount is less than or equal to 85% of the anticipated property tax revenues accruing to the respective districts in FY2017/18 as estimated by the County Auditor; and

Whereas, the District is entitled to, but do not currently anticipate needing, 85% of all anticipated revenues, which is greater than the 85% of anticipated property tax revenues; and

Whereas, the Treasurer will make additional requests of the Board for transfer authorizations should they become needed; and

Whereas, the District must repay any temporary transfers from revenues accruing to the District before any other obligation is met from such revenues at an interest rate the County applies to funds of the Districts on deposit with the County.

Resolved, the Solano County Board of Supervisors authorizes the County Treasurer, beginning July 1, 2017, and ending on April 30, 2018 to make available temporary transfers of monies to the District at an amount not to exceed 85% of anticipated revenues accruing to the District (as certified by the Auditor-Controller). The District must repay such transfers from revenues accruing to the District before any other obligation is met from those revenues, payable with interest at the rate the County applies to funds of the District on deposit with the County.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 6, 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

Collinsville Levee District

RESOLUTION AUTHORIZING TRANSFER OF PROPERTY TAXES

FY 2017-2018

The Collinsville Levee District is responsible for the pump that removes water from land and pumps in back into the Sacramento River, and

During the high water and high tides in January 2017, resulting it water over the levee causing mudslides that caused damage to the pump on the property, and

Due to the breakdown of the pump, we have had to incur rental costs for pumps to remove water in the area,

THEREFORE BE IT RESOLVED, that the Collinsville Water District request the transfer of property taxes of FY 2017-2018 allowed by Solano County (85%) from the Treasury Funds to the Collinsville Levee District for repair/purchase of a pump.

Approved at the Collinsville Levee Board meeting on May 15, 2017.


Sam Liberati, Administrator


Marilyn Vitali, Secretary

Sam Liberati, Chairman (925) 408-5078

Judi Booe, staff (707) 419-4383

Louie Romani, Director (619) 840-9682

Collinsville Levee District c/o 3062 Miller Drive Fairfield, Ca. 94534

**Collinsville Levee District
Board Meeting
May 17, 2017**

Time: 6:00 pm

Place: Birds Landing Fire house

AGENDA:

Call the meeting to order

Recess- Board to go into Executive Session for legal matters

If you wish to address the Board on a matter not on the agenda, you may do so at the end of the meeting. Limit your comments to 3 minutes.

If you wish to address any item on the agenda- please submit a speaker's card before the Board considers the item. Limit your comments to 3 minutes.

Business of the Board:

- 1. Approval of Flood Plan required by DWR**
- 2. Appointment of Sue Rodway to replace Duane Smith**
- 3. Resolution to approve advance of property taxes**
- 4. Staff Report**
 - a. Application for FY 2017-2018 to DWR completed and sent on April 1, 2017**
 - b. Met with FEMA representative on May 2, 2017 – only the repairs to levee may be covered**

Public Comments

Adjourn



Solano County

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

Agenda Submittal

Agenda #: 12 **Status:** Consent Calendar
Type: Contract **Department:** Treasurer-Tax Collector-County Clerk
File #: 17-361 **Contact:** Charles Lomeli, 784-3419
Agenda date: 6/6/2017 **Final action:**
Title: Approve a three-year contract for \$409,000, with an option for two additional years at \$146,000 and \$150,000 respectively, with Infosend Inc. for the printing and mailing of property tax bills for the period covering September 1, 2017 to August 31, 2020; and Authorize the County Administrator to execute the contract document and any subsequent amendments to extend the term as outlined in the agreement
Governing body: Board of Supervisors
District: All
Attachments: [A - Contract](#)
[B - Link to San Mateo RFQ](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors approve a three-year contract for \$409,000, with the option of two additional years at \$146,000 and \$150,000 respectively, with Infosend Inc. for the printing and mailing of property tax bills for the period covering September 1, 2017 to August 31, 2020; and Authorize the County Administrator to execute the contract document and any subsequent amendments to extend the term as outlined in the agreement.

SUMMARY:

To provide optimal customer service, and eliminate capital investment costs, the Solano County Tax Collector outsources the printing and mailing of tax bills and other related documents associated with the billing and collection of property taxes. Cost benefit analysis shows that outsourcing reduces county capital expenditure costs by approximately \$120,000 per year.

The current vendor contract is near expiration. Given the exemplary level of service provided by Infosend Inc. over the preceding five years, and in accordance with County Purchasing and Contracting Policy Manual, Section 4 i (3), Exemptions to Competitive Bidding, the Tax Collector has elected to leverage a recent RFQ issued by San Mateo County in which Infosend Inc. was selected as their vendor of choice. This action is anticipated to reduce RFQ associated costs, provide the County pricing and services generally associated with a larger scale purchaser, while maintaining what has proven to be a very effective partnership with Infosend Inc.

FINANCIAL IMPACT:

The maximum cost of this three-year contract is \$409,000, with an additional cost of \$296,000 if the contract is

extended to five years. Included in these costs is \$405,000 in US Postal Service (USPS) postage expense that will be paid to Infosend Inc. and passed through to the USPS. The pass-through mechanism is used to facilitate consolidated mailing services that reduce the overall postage expense. The balance of \$304,000 is to cover the costs associated with printing, stuffing, and other handling associated with the production and mailing of tax bills.

All costs associated with this contract are to be paid out of the Tax Collector budget (budget unit 1311), with the cost to the General Fund estimated at 52% of the total; the balance is reimbursed through the property tax administration and other fees. Costs for the first year of this contract will be included in the FY2017/18 Recommended Budget.

DISCUSSION:

In accordance with California Revenue and Taxation laws, the Tax Collector issues bills for the collection of both secured and unsecured taxes. These bills are primarily issued by specific bill type during relatively narrow permissible issuance windows. To issue the bills timely during these periods requires a significant investment in specialized printing and mailing equipment that would be less than optimally used for the remainder of the year. By outsourcing the process, the Tax Collector can provide the most efficient service to the public, while not incurring ongoing capital investment costs for equipment that is being less than optimally utilized.

The practice of outsourcing bill production has been in place for more than 15 years and has proven to be the most effective means of achieving the objective. Thus, while it was once uncommon for counties to outsource bill printing, the practice is now much more common.

This practice provides the County an opportunity to review the existing contractual relationship, and leverage San Mateo County's recent RFQ as a means of determining that the services rendered by Infosend Inc. are of the highest quality and best price available. At the request of the Tax Collector, General Services and County Counsel reviewed the San Mateo RFQ, responses received, and selection process. They have determined that the process used met the standards of Solano County and have agreed that the RFQ can be leveraged to our benefit.

ALTERNATIVES:

The Board could choose not to approve the contract. This is not recommended as it will require the Tax Collector to attempt to issue tax bills internally, a process the Tax Collector currently has neither the equipment nor staffing to accomplish. Delays with the selection of a new vendor would likely delay the issuance of property tax bills beyond the statutorily allowed periods. This would result in the County being out of compliance with the law, and likely result in substantially increased costs to the County.

OTHER AGENCY INVOLVEMENT:

The Department of General Services Central Services Division was consulted and concurs with the recommendation. County Counsel reviewed the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano Standard Contract

For County Use Only
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:

Infosend Inc

CONTRACTOR'S NAME

2. The Term of this Contract is:
Three (3) years from September 1, 2017 to August 31, 2020. County retains the sole discretion to extend the contract for two consecutive (2) twelve (12) month periods

3. The maximum amount of this Contract is:

\$ \$409,000 for the initial three (3) year term, additional \$296,000 authorized should the county exercise its term discretion

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

Exhibit D – Special Terms and Conditions

This Contract is made on _____, 2017.


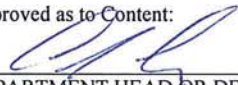
CONTRACTOR	COUNTY OF SOLANO
InfoSend	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Birgitta E. Corsello, County Administrator
SIGNATURE	TITLE
Russ Rezai, President	675 Texas St. Ste 1900
PRINTED NAME AND TITLE	ADDRESS
4240 East La Palma Avenue	Fairfield, CA 94533
ADDRESS	CITY STATE ZIP CODE
Anaheim CA 92807	Approved as to Content:
CITY STATE ZIP CODE	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

EXHIBIT A

SCOPE OF WORK

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The Contractor will be responsible for printing, folding, inserting, and mailing all requested bills, inserts, notices, statements, letters, and certified mailings within the designated timeframes set by the Treasurer - Tax Collector. The Contractor will fold the bills in a manner specified by the Treasurer - Tax Collector with input on best practices; insert the bills, various inserts, and return envelopes into the mailing envelopes; and apply the lowest possible postage rate. The Treasurer - Tax Collector expects that the contractor will employ best business practices, such as intelligent inserting, excluding envelopes in certain mailings where payments are expected to be received electronically, and grouping multiple bills to same owners for bulk mailing.

In addition, the Treasurer - Tax Collector expects that the Contractor will assist the Treasurer - Tax Collector in determining the paper sizes and best envelope types (single window, double window, etc.) to use to lower overall costs of billing customers. Additionally, the Contractor will be responsible for producing bills for County Owned Properties in a PDF format to be delivered electronically to the County. The Contractor will also assist the Treasurer- Tax Collector in designing the bills using best billing practices to encourage timely payment by customers. For example, the Treasurer - Tax Collector recently added QR codes to assist Taxpayers with mapping office locations. In addition, the Treasurer - Tax Collector expects to make at least annual changes to bills and invoices and expects to either be able to make these changes using a secure portal or other interactive option through which the Treasurer- Tax Collector has the ability to create, edit and delete templates without Contractor programming intervention or have the Contractor make changes without cost to the Treasurer - Tax Collector.

Finally, the Treasurer - Tax Collector anticipates implementation of an imaging system in the future and requires that the Contractor produce PDF versions of all bills, inserts, notices, letters, and other documents to be imported for use by the Treasurer - Tax Collector staff.

1. Service Requirements

a. The Contractor shall be responsible to print, fold, insert bills or other documents or accompanying inserts and return envelopes into outside mailing envelopes (without damage and in accordance with the Treasurer-Tax Collector instructions) with the ability to do intelligent inserting and meter the envelopes for the lowest available amount of postage. The Contractor shall provide suggestions and assist the Treasurer - Tax Collector in implementing changes to lower the postage costs to the lowest available first class rate. It should be noted that the Treasurer - Tax Collector does not have control over the addresses, they are passed to the Treasurer - Tax Collector from the Assessor and the Contractor should price and propose options to improve address accuracy as part of their proposal. The Contractor shall also provide pre-sort mailing services to deliver the mailing jobs to a United States Post Office in a manner and time directed by the Treasurer - Tax Collector for all requested jobs. If requested, the Contractor should be able to provide Delivery Point Validation (DPV) and price that service in the proposal.

- b.** The Contractor shall be responsible for the accurate count of all completed jobs and mailed materials (e.g. accountability for every bill or notice) and provide the Treasurer - Tax Collector with a complete report reflecting accurate counts of all materials printed and mailed.
- c.** The Contractor shall be responsible for assembling certain jobs, including Certified Mailings, which are subject to legally mandated timeframes. The Contractor shall ensure that the certified mailings are delivered to a United States Post Office within the mailing deadlines as directed by the Treasurer - Tax Collector, and shall provide proof of such delivery for each mail piece.

2. Personnel Requirements

- a.** The Contractor shall provide a Project Manager responsible for overseeing the Treasurer - Tax Collector's printing and mailing contract and that contact should be readily available to Treasurer - Tax Collector's staff. The Treasurer - Tax Collector must have access to the Contractor's Project Manager or approved alternate during normal Treasurer - Tax Collector business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m., except during mailings when the Contractor's Project Manager or approved alternate shall be available by telephone 24 hours per day, seven (7) days per week. The Contractor shall assign and maintain a Project Manager that is acceptable to the Treasurer-Tax Collector and that has at least five (5) years of experience providing the services or services equivalent in scope and annual volume to the services listed in this Scope of Services. An alternate Project Manager may also be assigned that meets the above minimum requirements and is acceptable to the Treasurer.
- b.** The Contractor's Project Manager shall act as a central point of contact with the Treasurer-Tax Collector and shall demonstrate previous experience in the management of work requirements for printing and mailing services similar in size and complexity.
- c.** The Contractor's Project Manager or the approved alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- d.** The Contractor shall assign a sufficient number of employees to perform the work required. Sufficient equipment and personnel shall be assigned to handle high volume production as required and special requests/changes on short notice.
- e.** Any employee of the Contractor assigned to this Contract who, in the opinion of the Treasurer - Tax Collector, is unsatisfactory, shall immediately be removed from servicing the Contract and replaced within 14 business days when requested to do so by the Treasurer- Tax Collector.

3. Printing Requirements

- a.** The Treasurer - Tax Collector shall transmit data files using a File Transfer Protocol (FTP) to the Contractor. The Contractor develops and modifies templates/custom form overlays for each specific requirement on each form. Contractor shall receive data files containing the information and populate the template/custom forms with supplied data and print the information using variable fonts and sizes to create bills, notices, and letters based on Treasurer - Tax Collector specifications throughout the year.

- b.** The Contractor shall have the capability of printing and mailing a volume of 250,000 pieces of mail within a ten-day timeframe. This is generally the timeframe for the largest mailing; however, in certain circumstances a shorter timeframe may be required. If this is necessary, the Contractor should have the capability to print and mail this volume in a shorter time frame.
- c.** The Contractor shall procure, obtain or provide plain or colored paper stock, envelopes, and inserts designed by the Treasurer-Tax Collector at the most cost-effective rate, if requested by the Treasurer - Tax Collector. The pricing should include the costs for these as part of its proposal. The Treasurer-Tax Collector reserves the right to select another vendor to purchase these materials and would have them drop shipped at the Contractor's location.
- d.** The Contractor shall provide hardcopy and/or PDF samples for Treasurer- Tax Collector approval prior to final production of a mailing job, and will not enter in to final production of a mailing job until such time as approval of the job is provided by the Treasurer- Tax Collector.
- e.** The Contractor shall be able to print in black/white or color, print and highlight selected areas of bills and notices in colors, print in either simplex or duplex, print a non-magnetic scan-able Optical Character Recognition (OCR) scanline or bar code, or other technology that may be available in the future on any bill or notice based on requirements set forth by the Treasurer - Tax Collector. The Contractor should include pricing for these services so that the Treasurer - Tax Collector can determine which option best meets the needs.
- f.** The Contractor shall be able to print and/or cut various sizes of paper stock and provide perforated and/or watermarked stock as requested and include appropriate pricing in the proposal.
- g.** The Contractor shall provide samples of bills and/or documents with pending approval from the Treasurer - Tax Collector.
- h.** The Contractor shall take all necessary measures to ensure that the quality of service meets the Treasurer - Tax Collector's requirements.

4. Mailing Requirements

- a.** The Contractor shall be able to fold and insert notices, letters or other documents as well as accompanying inserts and return envelopes into mail-out envelopes without damage in accordance with the Treasurer - Tax Collector's specifications. The Contractor shall have the ability to perform custom or intelligent inserting capabilities as requested by the Treasurer - Tax Collector. The Contractor should indicate the number of inserts that can be put into the envelope.
- b.** The mailing envelopes must be metered for the appropriate amount of postage at the best available postage rate and delivered to a United States Post Office in a manner and time directed by the Treasurer - Tax Collector.
- c.** All mailings must conform to U.S. Postal Service (USPS) standards. The Treasurer - Tax Collector shall receive the lowest qualified postal rates through the use of various discount programs including, but not limited to, presort, bar coding of mailing addresses USPS CASS certified and carrier route sorting.

- d.** The Contractor shall be able to mail qualified pieces using a pre-paid permit account at the USPS. For non-qualifying pieces, the Contractor should propose the best way to handle the payment of postage costs which may include that they are paid by the postage accounts maintained by the Contractor and funded by the Treasurer-Tax Collector. Postage costs charged by the USPS will be charged to the Treasurer - Tax Collector without any added charges/fees.
- e.** The Contractor shall ensure all addresses are updated with change of address notifications from the USPS and provide address update solutions, such as the US Postal Service's NCOALink®.
- f.** The Contractor shall be able to convert USPS address update information into a data file format specified by the Treasurer - Tax Collector, if requested.
- g.** The Contractor shall perform special handling of foreign and multiple bill mailings. This may include providing large envelopes and/or boxes to package multiple bills going to the same address and pricing should include costs for these.

5. Technical Requirements

- a.** Contractor shall have on-site technically trained professionals with superior knowledge and ability to program various software and hardware platforms.
- b.** Contractor shall provide artwork and graphic design services for paper stock, bill layout, notices, letters and inserts and provide pricing in the proposal if there are additional costs for these, as requested. The Contractor is expected to suggest best business practices in the formatting of the bills.
- c.** Contractor will provide confirmation of receipt for all data files.
- d.** The Treasurer - Tax Collector expects that the Contractor should provide some basic programming as part of the cost in making minor changes to bills. If any option is not provided to allow the Treasurer - Tax Collector to make periodic changes to bills, the Contractor should include pricing for custom development/programming as requested at a stated hourly-rate. When making programming changes, the Treasurer - Tax Collector will only be billed for the changes initiated by the Treasurer - Tax Collector. All programming changes requested on forms will be applied to all forms, including, but not limited to PDF and web versions. No additional programming charges will be allowed for the PDF or web version unless authorized by the Treasurer - Tax Collector in advance.

6. Imaging Requirements

- a.** Upon selection of an imaging system, Contractor will provide the ability to process data files via FTP and create PDF images that are acceptable to the Treasurer - Tax Collector. Contractor will provide index files for the PDF images and they must be configured in the requested format, dependent upon the selected imaging solution.
- b.** Production PDF image files will contain no more than 15,000 images per file unless this is changed by the Treasurer - Tax Collector. Each file must have an index file that corresponds to the images in the file. The Treasurer-Tax Collector will provide the Contractor with search/index keywords.

- c. Contractor will provide test index and image files for each document type that is to be input into the selected imaging system. Final index and image files must comply with the Treasurer - Tax Collector's configuration requirements and import successfully into the imaging system. Contractor must provide new test index and image files each time changes are made to an existing document type or a new document type is created.
- d. Contractor will resolve any Contractor-related issues that prevent test files from processing correctly in the imaging system or that have been configured incorrectly by the Contractor.
- e. Contractor is responsible for retaining all configuration specifications for images and index files provided by the Treasurer - Tax Collector and distributing to the appropriate staff in its organization.
- f. The index files and the PDF images can also be provided through CD, DVD or other acceptable methods or via FTP.
- g. The Treasurer - Tax Collector reserves the right to select another vendor to perform PDF imaging where it is deemed more cost-effective.

7. Cost- Effective Way to Update Bills/Letters/Documents to be Printed and Mailed

- a. The Treasurer - Tax Collector expects to update bills and other documents at least annually, and expects a no cost or low cost solution to enable updating these documents.
- b. Contractor will maintain the repository of templates which will be utilized for editing and/or creating new templates, if this option is used.
- c. Contractor will be responsible for making the following elements available for templates: multiple fonts, logos, customized electronic signatures, and variable data fields.
- d. Contractor will provide hardcopy of PRF samples to the Treasurer – Tax Collector for each document template generated using the test file provided.
- e. The Treasurer - Tax Collector reserves the right to select another vendor to perform this function if it is deemed more cost-effective.

8. Certified Mailing

- a. Contractor will provide printing, mailing, and tracking services for all certified mailings as requested by the Treasurer - Tax Collector. The Treasurer - Tax Collector expects that the contractor will suggest changes or improvements to process to lower overall costs, if possible.
- b. Contractor will provide the Treasurer - Tax Collector with comprehensive mail event data, including proof of mailing, and electronic return receipt signatures.
- c. Contractor will provide full accounting for every piece of certified mail.

- d. Contractor will provide services for both low and high volume certified mailings. High volume certified mailing is printed and mailed by the contractor. Low volume certified mailing may be handled in-house using software/solutions provided by the Contractor.
- e. Contractor will provide hardcopy and/or PDF samples as requested.
- f. The Treasurer-Tax Collector reserves the right to select another vendor to perform Certified Mailing services if it is deemed more cost-effective.

9. Reporting Requirements

a. Job Recap Reports

- i. Following a mailing, the Contractor shall provide a recap report summarizing the activities of the mailing job or jobs for each job performed.
- ii. Job Recap Reports should be available for viewing online or in hardcopy.

b. Postage Recap Reports

- i. The Contractor shall provide the Treasurer - Tax Collector with a Postage Recap report on a per job basis summarizing the amount of postage itemized by job, which includes the volume and dollar amount of postage charged at each postage rate.
- ii. If any mailings are returned to the Treasurer - Tax Collector by the USPS as undeliverable due to the Contractor's error including, but not limited to, the address not being visible through the window or inadequate postage, at the Treasurer - Tax Collector's option, the Contractor shall credit the Treasurer - Tax Collector on the next invoice.
- iii. At least annually, the Treasurer - Tax Collector will require the Contractor to present a summary of postage costs and an analysis of areas where savings can be achieved and then work with the Treasurer - Tax Collector to implement changes if requested.

10. Miscellaneous Requirements

- a. Contractor shall have additional capacity to provide printing and mailing services to accommodate increased volume of mailings or new mailings not included in the current Scope of Services and pricing should consider adding additional volume discounts.
- b. All materials produced from the data will remain the sole and exclusive property of the Treasurer - Tax Collector. All data will be kept secure and confidential and will not be utilized for any purpose other than the printing and mailing services.
- c. All hard copies of mail pieces that are not mailed or sent back to the Treasurer - Tax Collector shall be securely shredded, with proof provided to Treasurer - Tax Collector and only as directed by the Treasurer - Tax Collector or alternative process proposed by Contractor that may be acceptable to Treasurer - Tax Collector.

- d.** Contractor shall permit the Treasurer - Tax Collector to send representatives to perform on-site audits or view production facilities before or during production and processing of mailings.
- e.** Contractor shall provide storage/warehousing of paper stock, notices, inserts, envelopes etc. in a secured area to prevent damage or destruction and price cost, if any in the proposal.
- f.** Contractor must be able to handle frequent and short notice pickup and drop off of mailing materials to the Treasurer - Tax Collector's office. Treasurer - Tax Collector will work with Contractor to keep these to a minimum.

PROPERTY TAX BILLS AND NOTICES

The following is the estimated mailing schedule for tax related bills and notices. This schedule is based on current practices and is subject to change in both dates and quantities:

Timing	Item	Insert Included	Return Envelope(s)	Approximate Volume
January	Supplemental Delinquent Bills	No	Yes(1)	2000
	Unsecured Delinquent Bills	No	Yes(1)	100
February	Supplemental Delinquent Bills	No	Yes(1)	500
	Unsecured Delinquent Bills	No	Yes(1)	100
March	Redemption Bills	Yes	Yes(1)	1800
	Supplemental Delinquent Bills	No	Yes(1)	500
	Unsecured Delinquent Bills	No	Yes(1)	100
April	Supplemental Delinquent Bills	No	Yes(1)	500
	Unsecured Delinquent Bills	No	Yes(1)	100
May	Secured Delinquent Bills	No	Yes(1)	6000
	Supplemental Delinquent Bills	No	Yes(1)	1300
	Unsecured Delinquent Bills	No	Yes(1)	100
June	Supplemental Delinquent Bills	No	Yes(1)	500
	Unsecured Delinquent Bills	No	Yes(1)	100
July	Unsecured Bills	Yes	Yes(1)	11000
	Redemption Bills	Yes	Yes(1)	3500
	Supplemental Delinquent Bills	No	Yes(1)	500
	Unsecured Delinquent Bills	No	Yes(1)	100
August	Supplemental Delinquent Bills	No	Yes(1)	250

	Unsecured Delinquent Bills	No	Yes(1)	100
September	Secured Bills	Yes	Yes(2)	140000
	Supplemental Delinquent Bills	No	Yes(1)	250
	Unsecured Delinquent Bills	No	Yes(1)	2200
October	Supplemental Delinquent Bills	No	Yes(1)	250
	Unsecured Delinquent Bills	No	Yes(1)	100
November	Redemption Bills	Yes	Yes(1)	2500
	Supplemental Delinquent Bills	No	Yes(1)	250
	Unsecured Delinquent Bills	No	Yes(1)	100
December	Supplemental Delinquent Bills	No	Yes(1)	250
	Unsecured Delinquent Bills	No	Yes(1)	100
Weekly	Supplemental Bills	Yes	Yes(2)	13000 per year (variable amounts per week)
	Secured Corrected Bills	Yes	Yes(2)	1500 per year (variable amounts per week)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Professional Services			
	Design, implementation, and ongoing improvement of document printing protocols and processes. Client must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be subject to additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.		
	Professional Services Fee	Per Hour	\$150.00
Data Processing, Print & Mail Services			
	Turnkey Data Processing Print & Mail service for the following document types. Other types of document printing and or mailing can be quoted later, if needed. Price is per physical page Includes processing of County data, CASS address validation, presorting, printing, and mail insertion. Excludes materials, postage, and sales tax if applicable.		
	Printing 8.5" by 11"	Full color, simplex/duplex	\$0.065
	Printing 8.5"x14"	Full color, simplex/duplex	\$0.069
	Batch Preparation	Per Batch 500 pages or less only.	\$20.00
	A postage deposit will be required to go live. For quoted prices to apply, Infosend must have the right to combine data files from the county where practicable. Pricing assumes the use of materials and options listed below.		
	Multiple mail charges are assessed per mail piece, not per page. Charge applies only to multiple page bills that have too many to be inserted into the #10 envelope by machine. This charge covers the necessary manual labor required to process these mail pieces		
	Use of one of the two USPS approved Move Update methods is required to qualify for presort discounts.		
	Multiple Page Handwork	Per Piece	\$0.30
	Postage	Exact invoice amount	Pass Through
Envelopes, Infosend standard envelopes with interior security printing and clear film window(s)			
	#10 Standard Double Window Billing	Per Each	\$0.016
	#9 Standard Single Window Return	Per Each	\$0.014
	#10 County Custom Single Window (300M orders and over)	Per Each	\$0.028
	#9 County Custom Return Envelope (500M orders and over)	Per Each	\$0.017
	Flat Single Window for use in multiple page handwork	Per Each	\$0.16
Printing Stock			
	All documents: white paper stock with or without perforation(s). Price includes all inventory costs. Costs are for production materials only.		
	Weight 24# 8.5" x 11"	Per Each	\$0.013
	Weight 24# 8.5" x 14"	Per Each	\$0.016
Infosend Produced Inserts			
	8.5" x 11" Weight 60# offset folding included	Per Each	\$0.051

Optional Services			
	Electronic Address Updates - NCOALink or ACS InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS.		
	Address Change	Per Update	\$0.30
	Image Archive	Per Indexed PDF Item with retention for the specified months	\$0.01 - 12MO \$0.017 - 18MO \$0.022 - 24MO \$0.027 - 36MO
	Certified Mail with export filing containing tracking information	Per Each	\$5.95
	CD Archive	Per Each CD, Shipping & Handling are extra	\$95.00
FinalDoc Transfer Option1: Each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend will transmit each batch as one PDF file, and can provide an optional companion XML index file that provides a breakdown of the PDF's contents. All individual documents from the batch will be included in the file. Option 2: InfoSend is able to transfer individual PDF files for each document in the batch (it is not possible to just receive a subset of the documents), provide a customer file-naming scheme, or provide a custom index file. Additional Professional Service Fees may be required depending on the customizations requested.			Per Document Option 1: \$0.02 Option 2: \$0.03

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, code1 (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:
(Including operations, products
and completed operations.) | \$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. |
| (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.

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.

[B-San Mateo RFO](#)



Solano County

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

Agenda Submittal

Agenda #: 13 **Status:** Consent Calendar
Type: Contract **Department:** General Services
File #: 17-390 **Contact:** David Bastian, 421-7281
Agenda date: 6/6/2017 **Final action:**
Title: Approve contracts for up to \$25,000 per fiscal year with Suisun City (\$15,000 per fiscal year) and the North Bay Schools Insurance Authority (\$10,000 per fiscal year), for the Department of General Services-Fleet Management Division to provide vehicle rental and maintenance services for a three-year period beginning July 1, 2017 and ending June 30, 2020; and Authorize the County Administrator or designee to execute the contracts and any amendments within the approved budget
Governing body: Board of Supervisors
District: All
Attachments: [A - Contract - Suisun City](#)
[B - Contract - North Bay Schools Insurance Authority](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

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 contracts for up to \$25,000 per fiscal year with Suisun City (\$15,000 per fiscal year) and the North Bay Schools Insurance Authority (\$10,000 per fiscal year), for the Department of General Services-Fleet Management Division to provide vehicle rental and maintenance services for a three-year period beginning July 1, 2017 and ending June 30, 2020; and
2. Authorize the County Administrator or designee to execute the contracts and any amendments within the approved budget.

SUMMARY:

The Department of General Services is recommending the Board of Supervisors approve renewal contracts with Suisun City (Attachment A) and the North Bay Schools Insurance Authority (Attachment B) for up to \$25,000 per fiscal year to provide continuing vehicle rental and maintenance services for a three-year period beginning July 1, 2017. The agreements have been in place with the North Bay Schools Insurance Authority since 2012 and with Suisun City since 1994 as part of an on-going effort to partner with other local public agencies to achieve economy of scale and efficiencies in fleet operations.

FINANCIAL IMPACT:

The County will charge Suisun City up to \$15,000 per fiscal year for the use of 1 assigned County-owned vehicle and charge North Bay Schools Insurance Authority up to \$10,000 per fiscal year for the use of 1 assigned vehicle and daily rental of County-owned pool vehicles on an as-needed basis. County rental/mileage rates cover the replacement, maintenance, insurance, and operating cost for County-owned

vehicles. The rental/mileage rates are adjusted annually to recover in operational, maintenance, and vehicle replacement costs.

DISCUSSION:

Consistent with Board of Supervisors' direction to support public agency collaboration, the Fleet Management Division of the Department of General Services offers other public agencies the opportunity to contract with the County for fleet management services. By contracting with outside agencies to provide vehicle rental and maintenance services, Fleet Management is able to spread overhead costs of operations over a larger customer base, resulting in lower rates for County departments and participating agencies. Fleet Management has provided rental vehicles to outside agencies since 1994 and currently has 64 vehicles in use by five local agencies. The contracts with Suisun City and North Bay Schools Insurance are for a three-year period beginning July 1, 2017 and ending June 30, 2020. The contracts will automatically renew on July 1 of each fiscal year for the duration of the three-year period and can be canceled by either party with 30-day notice.

ALTERNATIVES:

The Board could choose not to approve the contracts. This action is not recommended as the additional vehicles provided to outside agencies reduces the monthly cost to County Departments and outside agencies by spreading operating costs over a larger customer base.

OTHER AGENCY INVOLVEMENT:

Suisun City and the North Bay Schools Insurance Authority support approval of the contracts. County Counsel provided legal guidance and approved the contracts as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Performance Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

City of Suisun
CUSTOMER'S NAME

2. The Term of this Contract is: July 1, 2017 through June 30, 2020

3. The maximum amount of this Contract is: \$15,000 per fiscal year

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:


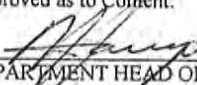
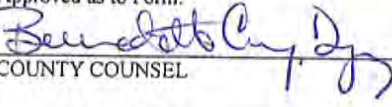
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 1, 2017.

<u>CUSTOMER</u>	<u>COUNTY OF SOLANO</u>
City of Suisun CUSTOMER'S NAME	AUTHORIZED SIGNATURE
 SIGNATURE	TITLE
ANDREW WHITE, COMMANDER / ACTING CHIEF OF POLICE PRINTED NAME AND TITLE	675 Texas St., Ste. 6500 ADDRESS
701 Civic Center Boulevard ADDRESS	Fairfield, CA 94533
Suisun California 94585 CITY STATE ZIP CODE	CITY STATE ZIP CODE
	Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:  COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. County shall provide rental vehicles to Customer upon request in accordance with the terms of this Contract.
2. Replacement of light vehicles on a 7-year cycle at Customer request. Replacement intervals are established by Customer request without regard to vehicle usage.
3. Standard vehicle preventive maintenance at 6,000-mile intervals. Service also includes safety inspections. County will endeavor to meet its goal of service completion within one day for preventive maintenance.
4. Provide all non-accident and non-vandalism vehicle repairs. County will endeavor to meet its goal of repair completion within one day with the exception of major repairs, body damage, or factory warranty repairs.
5. County does not guarantee availability but will endeavor to provide loaner vehicles when rental vehicles are out of service. The charge for loaner vehicles is only for miles traveled.
6. Towing of County provided cars to the nearest repair facility, except in the case of vandalism or accident damage.
7. Make available vehicle washing and cleaning facilities at reasonable intervals as determined by the County. Customer can utilize automatic vehicle washing at two sites in Fairfield, one site in Vacaville, and one site in Vallejo. Additionally, a wash-rack is available at the Heavy Equipment Shop in Fairfield where Customer may hand-wash and vacuum the interior of large vehicles.
8. Daily and short-term rental vehicles from Solano County motor pool upon request when available.
9. Compliance with State, Federal, and/or local regulations regarding vehicle maintenance, safety, and registration.
10. Monthly billing and management of maintenance records.
11. Maintenance of other Customer owned equipment on a time and materials basis as provided in Exhibit B. Mobile servicing and repair of heavy equipment is also available on a limited basis.

B. CUSTOMER SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. All vandalism and accident repairs to County owned vehicles.
2. Replacement cost shortfall for total loss vehicles when class life replacement interval as established by Customer has not been reached.
3. Towing of County provided vehicles to the nearest County or County approved repair facility for vandalism and accident repairs.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

CITY OF SUISUN

FY 2017/18 VEHICLE RENTAL RATES

1. RATES

MONTHLY RENTALS*

<u>VEHICLE CLASS-TYPE</u>	<u>MONTHLY RATE</u>	<u>MILEAGE RATE*</u>
O8D – 4X4 VEHICLE	\$468.00	\$0.25

*DOES NOT INCLUDE FUEL

DAILY RENTALS

<u>VEHICLE TYPE</u>	<u>DAILY RATE</u>	<u>MILEAGE RATE</u>
O1-COMPACT	\$32.00	\$0.38
O2-INTERMEDIATE	\$36.00	\$0.41
O3-FULL SIZE	\$46.00	\$0.51
O5-COMPACT TRUCK	\$36.00	\$0.41
O7-3/4 TON TRUCK	\$40.00	\$0.52
O8-4X4/SUV	\$57.00	\$0.54
O9-MINIVAN	\$40.00	\$0.52
10-FULL SIZE VAN	\$42.00	\$0.57
11-ONE TON TRUCK	\$45.00	\$0.57

2. METHOD OF PAYMENT

- A. Rental rates and additional work per subsection (F) will be set for one-year periods commencing on July 1 of each succeeding fiscal year ("new rates"). New rates will be reported to Customer by February of each year. Customer shall have until March 31 of each year to object to the new rates. In the event Customer timely objects to the new rates, then County and Customer shall attempt to negotiate mutually agreeable new rates which shall become effective when executed by both parties as an amendment to this Contract. If Customer fails to make a timely objection, then Customer and the County agree that the new rates shall be automatically deemed a part of this contract.
- B. Monthly billings to Customer are a combination of the monthly rate and the mileage rate per mile driven each month.
- C. Fleet Management shall send mileage reports to Customer on or about the 25th of each month. Mileage reports shall have a space provided to enter the current odometer reading of each vehicle. These odometer readings or the last mileage readings recorded in vehicle maintenance repair orders or at an automated County fuel site shall be used to determine the miles driven each month. Fleet Management shall use the most up-to-date of these three readings when billing.
- D. Mileage reports shall be returned to Fleet Management before the end of each month. Month end closing is the first business day of the month.
- E. Fleet Management shall submit a monthly bill in arrears for fees to Customer for all expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, vehicles involved, dates of service and the accrued charges.
- F. Additional work per Customer's request is billed at shop labor rate of \$100.00 per hour for fiscal year 2017-18. Materials for additional work are billed at County cost plus 20% handling.
- G. Upon receipt of the County's monthly billing, Customer shall remit payment to the County within 30 days.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TIME

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

2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with good cause, upon 30 days written notice from one to the other.

3. 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.

4. WARRANTY

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

5. DEFAULT

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

6. INDEMNIFICATION

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

7. INSURANCE

A, Solano County

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

B. Customer

i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence and six hundred thousand (\$600,000) in the aggregate for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and two million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any Customer claim for workers' compensation

8. INDEPENDENT CUSTOMER

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

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

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

9. COMPLIANCE WITH LAW

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

10. CONFLICT OF INTEREST

Both parties warrant that its employees and/or their immediate families and/or elected boards 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, which conflicts with the rendering of services under this Contract.

11. INSPECTION AND AUDIT

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

12. NONDISCRIMINATION

A. In rendering services under this Contract, both parties 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, neither party shall 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.

13. UNFORESEEN CIRCUMSTANCES

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

14. 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 Standard 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.

15. CHANGES AND AMENDMENTS

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

B. Either party desiring a revision to the Contract 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.

16. 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.

17. 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 provision of this Contract.

18. 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 shall supersede any inconsistent version of these documents.

19. ENTIRE AGREEMENT

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 Customer other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2020, this Agreement shall be automatically extended from July 1, 2020 through September 30, 2020 to allow for continuation of services and sufficient time to complete a novation or renewal contract.



County of Solano Standard Performance Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

North Bay Schools Insurance Authority

CUSTOMER'S NAME

2. The Term of this Contract is: July 1, 2017 through June 30, 2020

3. The maximum amount of this Contract is: \$10,000 per fiscal year

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:

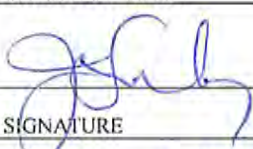
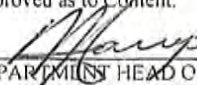
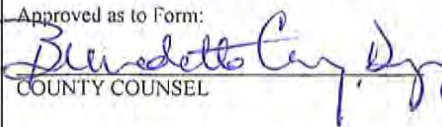
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 1, 2017.

<u>CUSTOMER</u>	<u>COUNTY OF SOLANO</u>
North Bay Schools Insurance Authority	
CUSTOMER'S NAME	AUTHORIZED SIGNATURE
	
SIGNATURE	TITLE
Janet Selby, Executive Director	675 Texas St., Ste. 6500
PRINTED NAME AND TITLE	ADDRESS
380 A Chadbourne Road	Fairfield, CA 94533
ADDRESS	CITY STATE ZIP CODE
Fairfield California 94534	Approved as to Content:
CITY STATE ZIP CODE	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. County shall provide rental vehicles to Customer upon request in accordance with the terms of this Contract.
2. Replacement of all light vehicles on a 7-year cycle or 9-year cycle at Customer request. Replacement intervals are established by Customer request without regard to vehicle usage.
3. Standard vehicle preventive maintenance at 6,000-mile intervals. Service also includes safety inspections. County will endeavor to meet its goal of service completion within one day for preventive maintenance.
4. Provide all non-accident and non-vandalism vehicle repairs. County will endeavor to meet its goal of repair completion within one day with the exception of major repairs, body damage, or factory warranty repairs.
5. County does not guarantee availability but will endeavor to provide loaner vehicles when rental vehicles are out of service. The charge for loaner vehicles is only for miles traveled.
6. Towing of County provided cars to the nearest County or County approved repair facility, except in the case of vandalism or accident damage.
7. Make available vehicle washing and cleaning facilities at reasonable intervals as determined by the County. Customer can utilize automatic vehicle washing at two sites in Fairfield, one site in Vacaville, and one site in Vallejo. Additionally, a wash-rack is available at the Heavy Equipment Shop in Fairfield where Customer may hand-wash and vacuum the interior of large vehicles.
8. Daily and short-term rental vehicles from Solano County motor pool upon request when available.
9. Compliance with State, Federal, and/or local regulations regarding vehicle maintenance, safety, and registration.
10. Monthly billing and management of maintenance records.
11. Maintenance of other Customer owned equipment on a time and materials basis as provided in Exhibit B. Mobile servicing and repair of heavy equipment is also available on a limited basis.

B. CUSTOMER SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. All vandalism and accident repairs to County owned vehicles.
2. Replacement cost shortfall for total loss vehicles when class life replacement interval as established by Customer has not been reached.
3. Towing of County provided vehicles to the nearest County or County approved repair facility for vandalism and accident repairs.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

NORTH BAY SCHOOLS INSURANCE AUTHORITY

FY 2017/18 VEHICLE RENTAL RATES FOR 9 YEAR CLASS LIFE

1. RATES

MONTHLY RENTALS*

<u>VEHICLE CLASS- TYPE</u>	<u>MONTHLY</u> <u>RATE</u>	<u>MILEAGE</u> <u>RATE*</u>
02 – INTERMEDIATE CAR	\$310.00	\$0.14

*Does not include fuel. Fuel price will vary and will be billed monthly as it is dispensed due to recent fuel price instability.

DAILY RENTALS

<u>VEHICLE TYPE</u>	<u>DAILY RATE</u>	<u>MILEAGE RATE*</u>
O1-COMPACT	\$32.00	\$0.37
O2-INTERMEDIATE	\$36.00	\$0.40
O3-FULL SIZE	\$46.00	\$0.50
O5-COMPACT TRUCK	\$36.00	\$0.40
O6-1/2 TON TRUCK	\$38.00	\$0.44
O7-3/4 TON TRUCK	\$40.00	\$0.51
O8-4X4/SUV	\$57.00	\$0.53
O9-MINIVAN	\$40.00	\$0.51
10-FULL SIZE VAN	\$42.00	\$0.56
11-ONE TON TRUCK	\$45.00	\$0.56

*Daily rental mileage includes fuel

2. METHOD OF PAYMENT

- A. Rental rates and additional work per subsection (F) will be set for one-year periods commencing on July 1 of each succeeding fiscal year ("new rates"). New rates will be reported to Customer by February of each year. Customer shall have until March 31 of each year to object to the new rates. In the event Customer timely objects to the new rates, then County and Customer shall attempt to negotiate mutually agreeable new rates which shall become effective when executed by both parties as an amendment to this Contract. If Customer fails to make a timely objection, then Customer and the County agree that the new rates shall be automatically deemed a part of this contract.
- B. Monthly billings to Customer are a combination of the monthly rate and the mileage rate per mile driven each month.
- C. Fleet Management shall send mileage reports to Customer on or about the 25th of each month. Mileage reports shall have a space provided to enter the current odometer reading of each vehicle. These odometer readings or the last mileage readings recorded in vehicle maintenance repair orders or at an automated County fuel site shall be used to determine the miles driven each month. Fleet Management shall use the most up-to-date of these three readings when billing.
- D. Mileage reports shall be returned to Fleet Management before the end of each month. Month end closing is the first business day of the month.
- E. Fleet Management shall submit a monthly bill in arrears for fees to Customer for all expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, vehicles involved, dates of service and the accrued charges.
- F. Additional work per Customer's request is billed at shop labor rate of \$100.00 per hour for fiscal year 2017-18. Materials for additional work are billed at County cost plus 20% handling.
- G. Upon receipt of the County's monthly billing, Customer shall remit payment to the County within 30 days.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TIME

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

2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with good cause, upon 30 days written notice from one to the other.

3. 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.

4. WARRANTY

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

5. DEFAULT

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

6. INDEMNIFICATION

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

7. INSURANCE

A. Solano County

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

B. Customer

i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence and six hundred thousand (\$600,000) in the aggregate for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and two million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any Customer claim for workers' compensation

8. INDEPENDENT CUSTOMER

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

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

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

9. COMPLIANCE WITH LAW

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

10. CONFLICT OF INTEREST

Both parties warrant that its employees and/or their immediate families and/or elected boards 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, which conflicts with the rendering of services under this Contract.

11. INSPECTION AND AUDIT

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

12. NONDISCRIMINATION

A. In rendering services under this Contract, both parties 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, neither party shall 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.

13. UNFORESEEN CIRCUMSTANCES

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

14. 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 Standard 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.

15. CHANGES AND AMENDMENTS

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

B. Either party desiring a revision to the Contract 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.

16. 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.

17. 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 provision of this Contract.

18. 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 shall supersede any inconsistent version of these documents.

19. ENTIRE AGREEMENT

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 Customer other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2020, this Agreement shall be automatically extended from July 1, 2020 through September 30, 2020 to allow for continuation of services and sufficient time to complete a novation or renewal contract.



Solano County

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

Agenda Submittal

Agenda #: 14 **Status:** Consent Calendar
Type: Miscellaneous **Department:** General Services
File #: 17-408 **Contact:** Keith Hanson, 784-7906
Agenda date: 6/6/2017 **Final action:**
Title: Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Fairfield and Suisun; Approving a \$50 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Direct the Clerk of the Board to publish the notice of public hearing in the Fairfield Daily Republic at least 10 days prior to the hearing date
Governing body: Board of Supervisors
District: District 5
Attachments: [A - Notice of Public Hearing](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution:
 - a) Confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Fairfield and Suisun;
 - b) Approving a \$50 administrative charge for lien processing;
 - c) Directing the Clerk of the Board to file a certified copy of this resolution with the County Recorder thus allowing the placement of liens against the parcels contained in the confirmed report of delinquent accounts;
 - d) Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; and
 - e) Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid.
2. Direct the Clerk of the Board to publish the notice of public hearing (Attachment A) in the Fairfield Daily Republic at least 10 days prior to the hearing date.

SUMMARY:

In accordance with a service agreement with the County, Solano Garbage Company provides mandatory garbage collection, disposal and recycling services for approximately 1,500 homeowners and customers in the unincorporated areas surrounding the cities of Fairfield and Suisun. Solano County Code section 23-72 allows the provider of mandatory garbage services to assign accounts that have gone unpaid for more than 60 days to the County for collection. A list of these accounts can be provided to the County once per year during the month of May.

A noticed public hearing is required under California Government Code section 25831. The Board shall hold a public hearing where they shall hear the report of delinquent fees and any objections or protests to the report. The Board may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed. Adoption of the resolution confirming delinquent garbage accounts at the noticed public hearing will enable the County to place liens on properties with delinquent garbage accounts and collect the unpaid amount, plus the \$50 administrative charge per account, on the property tax bills.

The noticed public hearing date of July 25, 2017 will allow the confirmed report of delinquent accounts to be submitted to the Auditor-Controller's Office by the August 7, 2017 deadline in order to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll.

FINANCIAL IMPACT:

The collection of the delinquent fees will be remitted to Solano Garbage Company, while the \$50 administration charge per account will be transferred to the Real Estate Services Division (Budget Unit 1642) to cover the costs of processing the delinquent fees including the release of liens. These revenues have been included in the FY2017/18 Recommended Budget.

DISCUSSION:

Solano Garbage Company sends delinquency notices to property owners for bills that have not been paid within 30 days of the billing date at which time those accounts become delinquent. Solano County Code section 23-72 was amended on October 6, 2009 to require that these notices be sent within 15 days after the date of the delinquency. Solano Garbage Company submits to the County, on an annual basis, a current report of accounts that have gone unpaid for more than 60 days as of May 1st for assignment to the County. In early June, Solano Garbage Company sends the affected property owners a final delinquency notice via certified mail stating that they can appear before the Board of Supervisors at a noticed public hearing on July 25, 2017 to object to the delinquent charges.

A noticed public hearing to confirm delinquent garbage service accounts is mandatory pursuant to the contractual requirements of the service agreement with Solano Garbage Company, California Government Code section 25831 and section 23-72 of the Solano County Code. The Board of Supervisors must hear any objections or protests to the report of delinquent accounts from liable landowners, make any revisions or corrections as deemed appropriate and confirm the report of delinquent accounts by resolution.

ALTERNATIVES:

The Board could choose to set another noticed public hearing date to confirm delinquent accounts for the unincorporated areas of Fairfield and Suisun. This alternative is not recommended since requests to impose special assessments for FY2017/18 must be received by the Auditor-Controller's Office by August 7, 2017. The hearing date of July 25, 2017 will guarantee the delivery of the confirmed report of delinquent accounts by the deadline.

OTHER AGENCY INVOLVEMENT:

County Counsel has previously reviewed the lien process for legal sufficiency. The Auditor-Controller's Office has notified General Services of the deadline to include special assessments for the FY2017/18 real property tax roll being prepared.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**NOTICE OF PUBLIC HEARING
CONCERNING DELINQUENT GARBAGE SERVICE ACCOUNTS IN THE
UNINCORPORATED AREAS OF FAIRFIELD AND SUISUN**

Notice is hereby given that the Solano County Board of Supervisors will meet in public session to conduct a noticed public hearing on July 25, 2017 at 9:00 a.m., or as soon as possible thereafter, in the Board of Supervisors Chamber located at 675 Texas Street in the city of Fairfield to receive a Report of Delinquent Accounts and adopt a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Fairfield and Suisun. The noticed public hearing will allow property owners with delinquent accounts to object to or protest the delinquent amount(s). Additional information or assistance may be obtained by calling the County Real Estate Manager of General Services, Keith Hanson, at (707)784-7906.



Solano County

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

Agenda Submittal

Agenda #: 15 **Status:** Consent Calendar
Type: Miscellaneous **Department:** General Services
File #: 17-409 **Contact:** Keith Hanson, 784-7906
Agenda date: 6/6/2017 **Final action:**
Title: Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vacaville, Dixon and Elmira; Approving a \$50 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Direct the Clerk of the Board to publish the notice of public hearing in the Vacaville Reporter at least 10 days prior to the hearing date
Governing body: Board of Supervisors
District: District 4, District 5
Attachments: [A - Notice of Public Hearing](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution:
 - a.) Confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vacaville, Dixon and Elmira;
 - b.) Approving a \$50 administrative charge for lien processing;
 - c.) Directing the Clerk of the Board to file a certified copy of this resolution with the County Recorder thus allowing the placement of liens against the parcels contained in the confirmed report of delinquent accounts;
 - d.) Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; and
 - e.) Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid.
2. Direct the Clerk of the Board to publish the notice of public hearing (Attachment A) in the Vacaville Reporter at least 10 days prior to the hearing date.

SUMMARY:

In accordance with a service agreement with the County, Recology (formerly Vacaville Sanitary Service) provides mandatory garbage collection, disposal and recycling services for approximately 3,000 homeowners and customers in the unincorporated areas surrounding the cities of Vacaville and Dixon, including Elmira. Solano County Code section 23-72 allows the provider of mandatory garbage services to assign accounts that have gone unpaid for more than 60 days to the County for collection. A list of these accounts can be provided to the County once per year during the month of May.

A noticed public hearing is required under California Government Code section 25831. The Board shall hold a public hearing where they shall hear the report of delinquent fees and any objections or protests to the report. The Board may make revisions or corrections to the report as it deems just, after which by resolution, the report shall be confirmed. Adoption of the resolution confirming delinquent garbage accounts at the noticed public hearing will enable the County to place liens on properties with delinquent garbage accounts and collect the unpaid amount plus the \$50 administrative charge per account on the property tax bills.

The noticed public hearing date of July 25, 2017 will allow the confirmed report of delinquent accounts to be submitted to the Auditor-Controller's Office by the August 7, 2017 deadline in order to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll.

FINANCIAL IMPACT:

The collection of the delinquent fees will be remitted to Recology, while the \$50 administration charge per account will be transferred to the Real Estate Services Division (Budget Unit 1642) to cover the costs of processing the delinquent fees including the release of liens. These revenues have been included in the FY2017/18 Recommended Budget.

DISCUSSION:

Recology sends delinquency notices to property owners for bills that have not been paid within 30 days of the billing date at which time those accounts become delinquent. Solano County Code section 23-72 was amended on October 6, 2009 to require that these notices be sent within 15 days after the date of the delinquency. Recology submits to the County, on an annual basis, a current report of accounts that have gone unpaid for more than 60 days as of May 1st for assignment to the County. In early June, Recology sends the affected property owners a final delinquency notice via certified mail stating that they can appear before the Board of Supervisors at a noticed public hearing on July 25, 2017 to object to the delinquent charges.

A noticed public hearing to confirm delinquent garbage service accounts is mandatory pursuant to the contractual requirements of the service agreement with Recology, California Government Code section 25831, and section 23-72 of the Solano County Code. The Board of Supervisors must hear any objections or protests to the report of delinquent accounts from liable landowners, make any revisions or corrections as deemed appropriate and confirm the report of delinquent accounts by resolution.

ALTERNATIVES:

The Board could choose to set another noticed public hearing date to confirm delinquent accounts for the unincorporated areas of Vacaville, Dixon and Elmira. This alternative is not recommended since requests to impose special assessments for FY2017/18 must be received by the Auditor-Controller's Office by August 7, 2017. The hearing date of July 25, 2017 will guarantee the delivery of the confirmed report of delinquent accounts by the deadline.

OTHER AGENCY INVOLVEMENT:

County Counsel has previously reviewed the lien process for legal sufficiency. The Auditor-Controller's Office has notified General Services of the deadline to include special assessments for the FY2017/18 real property tax roll being prepared.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**NOTICE OF PUBLIC HEARING
CONCERNING DELINQUENT GARBAGE SERVICE ACCOUNTS IN THE
UNINCORPORATED AREAS OF VACAVILLE, DIXON, AND ELMIRA**

Notice is hereby given that the Solano County Board of Supervisors will meet in public session to conduct a noticed public hearing on July 25, 2017 at 9:00 a.m., or as soon as possible thereafter, in the Board of Supervisors Chamber located at 675 Texas Street in the city of Fairfield to receive a Report of Delinquent Accounts and adopt a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vacaville, Dixon, and Elmira. The noticed public hearing will allow property owners with delinquent accounts to object to or protest the delinquent amount(s). Additional information or assistance may be obtained by calling the County Real Estate Manager of General Services, Keith Hanson, at (707)784-7906.



Solano County

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

Agenda Submittal

Agenda #: 16 **Status:** Consent Calendar
Type: Miscellaneous **Department:** General Services
File #: 17-410 **Contact:** Keith Hanson, 784-7906
Agenda date: 6/6/2017 **Final action:**
Title: Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vallejo; Approving a \$50 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Direct the Clerk of the Board to publish the notice of public hearing in the Vallejo Times Herald at least 10 days prior to the hearing date
Governing body: Board of Supervisors
District: District 1, District 2
Attachments: [A - Notice of Public Hearing](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution:
 - a.) Confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vallejo;
 - b.) Approving a \$50 administrative charge for lien processing;
 - c.) Directing the Clerk of the Board to file a certified copy of this resolution with the County Recorder thus allowing the placement of liens against the parcels contained in the confirmed report of delinquent accounts;
 - d.) Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; and
 - e.) Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid.
2. Direct the Clerk of the Board to publish the notice of public hearing (Attachment A) in the Vallejo Times Herald at least 10 days prior to the hearing date.

SUMMARY:

In accordance with a service agreement with the County, Recology (formerly Vacaville Sanitary Service) provides mandatory garbage collection, disposal and recycling services for approximately 950 homeowners and customers in the unincorporated areas surrounding the city of Vallejo. Solano County Code section 23-72 allows the provider of mandatory garbage services to assign accounts that have gone unpaid for more than 60 days to the County for collection. A list of these accounts can be provided to the County once per year during the month of May.

A noticed public hearing is required under California Government Code section 25831. The Board shall hold a public hearing where they shall hear the report of delinquent fees and any objections or protests to the report. The Board may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed. Adoption of the resolution confirming delinquent garbage accounts at the noticed public hearing will enable the County to place liens on properties with delinquent garbage accounts and collect the unpaid amount, plus the \$50 administrative charge per account, on the property tax bills.

The noticed public hearing date of July 25, 2017 will allow the confirmed report of delinquent accounts to be submitted to the Auditor-Controller's Office by the August 7, 2017 deadline in order to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll.

FINANCIAL IMPACT:

The collection of the delinquent fees will be remitted to Recology, while the \$50 administration charge per account will be transferred to the Real Estate Services Division (Budget Unit 1642) to cover the costs of processing the delinquent fees, including the release of liens. These revenues have been included in the FY2017/18 Recommended Budget.

DISCUSSION:

Recology sends delinquency notices to property owners for bills that have not been paid within 30 days of the billing date, at which time those accounts become delinquent. Solano County Code section 23-72 was amended on October 6, 2009 to require that these notices be sent within 15 days after the date of the delinquency. Recology submits to the County, on an annual basis, a current report of accounts that have gone unpaid for more than 60 days as of May 1st for assignment to the County. In early June, Recology sends the affected property owners a final delinquency notice via certified mail stating that they can appear before the Board of Supervisors at a noticed public hearing on July 25, 2017 to object to the delinquent charges.

A noticed public hearing to confirm delinquent garbage service accounts is mandatory pursuant to the contractual requirements of the service agreement with Recology, California Government Code section 25831, and section 23-72 of the Solano County Code. The Board of Supervisors must hear any objections or protests to the report of delinquent accounts from liable landowners, make any revisions or corrections as deemed appropriate and confirm the report of delinquent accounts by resolution.

ALTERNATIVES:

The Board could choose to set another noticed public hearing date to confirm delinquent accounts for the unincorporated areas of Vallejo. This alternative is not recommended since requests to impose special assessments for FY2017/18 must be received by the Auditor-Controller's Office by August 7, 2017. The hearing date of July 25, 2017 will guarantee the delivery of the confirmed report of delinquent accounts by the deadline.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has previously reviewed the lien process for legal sufficiency. The Auditor-Controller's Office has notified General Services of the deadline to include special assessments for the FY2017/18 real property tax roll being prepared.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**NOTICE OF PUBLIC HEARING
CONCERNING DELINQUENT GARBAGE SERVICE ACCOUNTS IN THE
UNINCORPORATED AREAS OF VALLEJO**

Notice is hereby given that the Solano County Board of Supervisors will meet in public session to conduct a noticed public hearing on July 25, 2017 at 9:00 a.m., or as soon as possible thereafter, in the Board of Supervisors Chamber located at 675 Texas Street in the city of Fairfield to receive a Report of Delinquent Accounts and adopt a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Vallejo. The noticed public hearing will allow property owners with delinquent accounts to object to or protest the delinquent amount(s). Additional information or assistance may be obtained by calling the County Real Estate Manager of General Services, Keith Hanson, at (707)784-7906.



Solano County

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

Agenda Submittal

Agenda #: 17 **Status:** Consent Calendar
Type: Miscellaneous **Department:** General Services
File #: 17-411 **Contact:** Keith Hanson, 784-7906
Agenda date: 6/6/2017 **Final action:**
Title: Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Rio Vista; Approving a \$50 administrative charge for lien processing; Directing the Clerk of the Board to file a certified copy of the resolution with the County Recorder; Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid; and Direct the Clerk of the Board to publish the notice of public hearing in the River News-Herald at least 10 days prior to the hearing date
Governing body: Board of Supervisors
District: District 5
Attachments: [A - Notice of Public Hearing](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Set July 25, 2017 as a noticed public hearing date to consider adopting a resolution:
 - a.) Confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Rio Vista;
 - b.) Approving a \$50 administrative charge for lien processing;
 - c.) Directing the Clerk of the Board to file a certified copy of this resolution with the County Recorder thus allowing the placement of liens against the parcels contained in the confirmed report of delinquent accounts;
 - d.) Authorizing the County Auditor-Controller to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll; and
 - e.) Authorizing the Department of General Services to record a Release of Lien when delinquent amounts are paid.

2. Direct the Clerk of the Board to publish the notice of public hearing (Attachment A) in the River News-Herald at least 10 days prior to the hearing date.

SUMMARY:

In accordance with a service agreement with the County, Rio Vista Sanitation Service (RVSS) provides mandatory garbage collection, disposal and recycling services for approximately 90 homeowners and customers in the unincorporated areas surrounding the city of Rio Vista. Solano County Code section 23-72 allows the provider of mandatory garbage services to assign accounts that have gone unpaid for more than 60 days to the County for collection. A list of these accounts can be provided to the County once per year during the month of May.

A noticed public hearing is required under California Government Code section 25831. The Board shall hold a public hearing where they shall hear the report of delinquent fees and any objections or protests to the report. The Board may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed. Adoption of the resolution confirming delinquent garbage accounts at the noticed public hearing will enable the County to place liens on properties with delinquent garbage accounts and collect the unpaid amount, plus the \$50 administrative charge per account, on the property tax bills.

The noticed public hearing date of July 25, 2017 will allow the confirmed report of delinquent accounts to be submitted to the Auditor-Controller's Office by the August 7, 2017 deadline in order to impose the delinquent fees and administrative charges as special assessments on the FY2017/18 property tax roll.

FINANCIAL IMPACT:

The collection of the delinquent fees will be remitted to RVSS, while the \$50 administration charge per account will be transferred to the Real Estate Services Division (Budget Unit 1642) to cover the costs of processing the delinquent fees, including the release of liens. These revenues have been included in the FY2017/18 Recommended Budget.

DISCUSSION:

RVSS sends delinquency notices to property owners for bills that have not been paid within 30 days of the billing date, at which time those accounts become delinquent. Solano County Code section 23-72 was amended on October 6, 2009 to require that these notices be sent within 15 days after the date of the delinquency. RVSS submits to the County, on an annual basis, a current report of accounts that have gone unpaid for more than 60 days as of May 1st for assignment to the County. In early June, RVSS sends the affected property owners a final delinquency notice via certified mail stating that they can appear before the Board of Supervisors at a noticed public hearing on July 25, 2017 to object to the delinquent charges.

A noticed public hearing to confirm delinquent garbage service accounts is mandatory pursuant to the contractual requirements of the service agreement with RVSS, California Government Code section 25831, and section 23-72 of the Solano County Code. The Board of Supervisors must hear any objections or protests to the report of delinquent accounts from liable landowners, make any revisions or corrections as deemed appropriate and confirm the report of delinquent accounts by resolution.

ALTERNATIVES

The Board could choose to set another noticed public hearing date to confirm delinquent accounts for the unincorporated areas of Rio Vista. This alternative is not recommended since requests to impose special assessments for FY2017/18 must be received by the Auditor-Controller's Office by August 7, 2017. The hearing date of July 25, 2017 will guarantee the delivery of the confirmed report of delinquent accounts by the deadline.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has previously reviewed the lien process for legal sufficiency. The Auditor-Controller's Office has notified General Services of the deadline to include special assessments for the FY2017/18 real property tax roll being prepared.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**NOTICE OF PUBLIC HEARING
CONCERNING DELINQUENT GARBAGE SERVICE ACCOUNTS IN THE
UNINCORPORATED AREAS OF RIO VISTA**

Notice is hereby given that the Solano County Board of Supervisors will meet in public session to conduct a noticed public hearing on July 25, 2017 at 9:00 a.m., or as soon as possible thereafter, in the Board of Supervisors Chamber located at 675 Texas Street in the city of Fairfield to receive a Report of Delinquent Accounts and adopt a resolution confirming delinquent accounts for mandatory garbage collection, disposal and recycling services in the unincorporated areas of Rio Vista. The noticed public hearing will allow property owners with delinquent accounts to object to or protest the delinquent amount(s). Additional information or assistance may be obtained by calling the County Real Estate Manager of General Services, Keith Hanson, at (707)784-7906.



Solano County

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

Agenda Submittal

Agenda #: 18 **Status:** Consent Calendar
Type: Contract **Department:** Health and Social Services
File #: 17-358 **Contact:** Gerald Huber, 784-8400
Agenda date: 6/6/2017 **Final action:**
Title: Approve a fifth contract amendment with Bay Area Community Services (BACS) for \$660,642 for a total amount of \$3,203,328 effective May 2, 2017 through June 30, 2017 to provide crisis aftercare services, urgent respite housing, and transitional housing services; and Authorize the County Administrator to execute the amendment
Governing body: Board of Supervisors
District: All
Attachments: [A - Amendment](#)
[B - Links to Original Contract and Amendments](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board approve a fifth contract amendment with Bay Area Community Services (BACS) for \$660,642 for a total amount of \$3,203,328 effective May 2, 2017 through June 30, 2017 to provide crisis aftercare services, urgent respite housing, and transitional housing services; and Authorize the County Administrator to execute the amendment

SUMMARY:

In November 2004, California voters passed Proposition 63-also referred to as the Mental Health Services Act (MHSA)-which imposes a one percent income tax on personal income in excess of \$1 million to provide funding to support County mental health programs. There are five funding streams of MHSA: Prevention and Early Intervention (PEI); Community Services & Supports (CSS), Innovation (INN); Workforce Education and Training (WET); and Capital Facilities and Technological Needs (CFTN). MHSA programs address a broad continuum of prevention, early intervention, and direct services along with the necessary infrastructure, technology and training elements to effectively support the mental health system. Counties administer the MHSA programs, and are required to create and implement, with the local community, three-year integrated plans.

On January 24, 2017, the Board of Supervisors approved the Mental Health Services Act (MHSA) FY2016/17 Annual Update and the Three Year Integrated Plan for Fiscal Years 2017/18 through 2019/20.

BACS provides the CSS Relapse Prevention and Crisis Aftercare program for adults with serious mental illness who have recently experienced a crisis and have been discharged from an inpatient facility or the crisis stabilization unit. The program includes case management, brief treatment, peer support and respite housing services and is now being expanded to increase the urgent respite component and to include transitional housing services for individuals with serious mental illness at risk of hospitalization. In FY2015/16, the existing

program served 120 unduplicated clients and assisted in reducing inpatient hospitalizations by 22.6% and achieving a 12% recidivism rate (total number of clients readmitted to an inpatient facility within 30 days of discharge). Through March 30, 2017, BACS has served 123 unduplicated clients and has assisted in maintaining a 12% recidivism rate.

The expanded urgent respite housing will be used for consumers who would benefit from 24/7 monitoring and support but that do not qualify for a Crisis Residential Treatment program or placement in an inpatient setting following presentation to the Crisis Stabilization Unit. A program supervisor and peer counselor will provide on-site support and case management to individuals accessing the urgent respite and transitional housing services. Both the respite and transitional housing components will help to prevent homelessness for individuals with serious mental illness and are expected to also reduce recidivism and re-hospitalization. The transitional housing units will primarily be used for consumers who are stepping down from inpatient facilities and/or are considered to be harder to house. Additional funds are necessary to ensure the facility is ready for mental health consumers to begin to reside in the transitional housing units which will include start-up furnishings and necessary renovations to ensure units are livable.

Due to a shortage of shelter beds in Fairfield, the BACS Fairfield respite location has been utilized to provide urgent short-term respite housing including on-site peer support and case management services for seriously mentally ill adult consumers. In order to support a higher volume of mental health consumers in need of urgent respite housing, a large portion of the aftercare contract funds were utilized. In FY2015/16, BACS provided respite housing for 131 unduplicated individuals; from July 1, 2016 through March 30, 2017, BACS has provided respite housing for 208 unduplicated individuals. This unintended overutilization has exhausted the current aftercare contract and an amendment is needed to continue services through the end of the fiscal year. The Department is requesting an increase to the contract to continue to provide the direct aftercare mental health services through June 30, 2017 and to initiate the transitional housing component.

FINANCIAL IMPACT:

The recommended contract amendment for BACS is included in the Department's FY2016/17 Approved Budget and is fully funded by MHSA revenue. There is no additional impact to the County General Fund.

DISCUSSION:

BACS Aftercare program provides peer recovery supports, multidisciplinary coordination, case management, direct mental health services, medication management and respite housing.

On September 27, 2016, the Board of Supervisors approved a California Housing Finance Authority contribution agreement with Bay Area Community Services to purchase a property at 345 Travis Blvd in Fairfield to provide transitional housing services with supportive care to individuals with serious mental illness. The property is comprised of two buildings: the front structure is a single family home utilized for the Respite program which provides consumers up to three days of housing and case management to link consumers to necessary services; and the back structure is a seven unit apartment complex with 2 bedrooms in each unit, which will be used to house up to fourteen consumers, two consumers per unit for six to twelve months while more permanent housing options are secured. The City of Fairfield has agreed to supply site-based Housing and Urban Development (HUD) vouchers for each of the seven transitional housing units which will be used to augment consumers' rent and support the physical plant. Consumers will receive case management needed to live independently. Part of the additional funding will allow for on-site peer counselors to ensure that consumers in respite and transitional housing units have ready access to timely peer intervention and linkage to services thus decreasing recidivism and re-hospitalization. The additional funding will also provide meals for Respite clients three times a day and one meal for transitional housing clients.

With the expansion of the Aftercare contract to include respite services and transitional housing, the contract will be separated to three different contracts beginning fiscal year 2017/18. This split will allow the Department

to better track utilization of the programs, performance outcomes and the corresponding funding. The Division monitors outcomes including the key measures of the total number of inpatient hospitalizations per fiscal year, the total number of clients who are readmitted to an inpatient facility within 30 days of discharge to the community, and the number of clients who receive a follow up psychiatry appointment within 30 days of discharge which directly impacts recidivism rates.

This is the fifth amendment for Bay Area Community Services. The first amendment was on June 23, 2015 which increased the contract by \$742,683 with a new contract amount of \$2,542,686. The second amendment, which was dated February 23, 2016, was an amendment to the scope of work. On June 30, 2016, the third amendment adjusted the budget to include a Repair and Maintenance line item but did not modify the contract amount. On February 6, 2017, the fourth amendment adjusted the budget again but did not modify the total contract amount.

ALTERNATIVES:

The Board may choose not to approve the proposed amendment. However, this is not recommended as it would limit peer support for individuals served through the BACS Aftercare program who are at high risk for re-hospitalization and prevent the usage of a housing facility for seriously mentally ill consumers who are homeless or at risk of homelessness.

OTHER AGENCY INVOLVEMENT:

The operation of the Relapse Prevention and Crisis Aftercare Program which includes, respite and transitional housing was approved by community stakeholders as reflected in in the recently approved MHSA Annual Update FY 2016/17 and the Three-Year Integrated Plan FY 2017/18 through 2019/20.

The City of Fairfield has agreed to supply site-based Housing and Urban Development (HUD) vouchers for each of the seven transitional housing units which will be used to augment consumers' rent and support the physical plant. Solano County Behavioral Health will be funding the direct services provided by BACS to include peer support, case management, and general housing support.

County Counsel has reviewed the contract for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**FIFTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND BAY AREA COMMUNITY SERVICES**

This Fifth Amendment is made on May 2, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Bay Area Community Services ("Contractor").

1. Recitals

- A. The parties entered into a Contract dated August 1, 2014 (the "Contract"), in which Contractor agreed to provide prevention and early intervention clinical services.
- B. The County amended the Contract ("First Amendment") dated June 23, 2015 to modify the Scope of Work, Budget and the Special Terms and Conditions of the Contract. The amendment also increased the contract maximum by \$742,683 and the budgets for FY 2014/15, FY 2015/16, and FY 2016/17.
- C. The County amended the Contract ("Second Amendment") dated February 23, 2016 to modify the Scope of Work and the Budget of the Contract for FY 2015/16 Interim Billing Rates.
- D. The County amended the Contract ("Third Amendment") dated June 30, 2016 to modify the Budget of the Contract to include a budget line item for Repair and Maintenance.
- E. The County amended the Contract ("Fourth Amendment") dated February 6, 2017 to modify the Scope of Work and Budget of the Contract for FY 2016/17 to reflect changes in personnel and job titles.
- F. The County now needs to modify the Scope of Work, Budget and the Special Terms and Conditions of the Contract a fifth time.
- G. This Fifth Amendment represents an increase of \$643,698 of the Contract.
- H. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$3,186,384.

B. Scope of Work

Exhibit A-2 is deleted in its entirety and replaced with the Scope of Work attached to and incorporated by this reference as Exhibit A-3.

C. Budget

- (1) Exhibit B is deleted in its entirety and replaced with Exhibit BB Budget Detail and Payment Provisions to update budget criteria and County requirements.
- (2) Exhibits B-1-4 and B-2-1 are deleted in reference to FY 2016/17 and replaced with the Budget attached to and incorporated by this reference as Exhibits B-1-5 and B-2-2.
- (3) Exhibit B is amended to delete all references to Exhibits B-1-4 and B-2-1 in reference to FY 2016/17 and replaced with Exhibits B-1-5 and B-2-2.

D. Special Terms and Conditions

Exhibit D is deleted in its entirety and replaced with the Special Terms and Conditions attached to and incorporated by this reference as Exhibit D-1.

3. Effectiveness of Contract

Except as set forth in this Fifth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By _____
Birgitta E. Corsello
County Administrator

APPROVED AS TO FORM

By Bernadette Curry  05/08/2017 11:08 AM EDT
County Counsel

CONTRACTOR

By Jamie Almanza  05/04/2017 03:04 PM EDT
Jamie Almanza, Executive Director

APPROVED AS TO CONTENT


By Gerald Huber  05/05/2017 12:47 PM EDT
Gerald, R. Huber, Director
Health and Social Services Department

EXHIBIT A-3 **SCOPE OF WORK**

I. PROGRAM DESCRIPTION

Bay Area Community Services (BACS), a California non-profit (“Contractor”) shall provide the Relapse Prevention and Crisis Aftercare Program serving individuals 18 years of age and older diagnosed with a serious mental illness (SMI) that have recently been discharged from an inpatient facility or the Crisis Stabilization Unit, who are at high risk for repeat hospitalization and/or high-utilizers of the Crisis Stabilization Unit, and who are not connected to intensive treatment providers under the Mental Health Plan (MHP). Services will include linkage, brief treatment, peer support, and assistance with housing and other social services as needed. Additionally Contractor shall offer an overnight respite care program to individuals who would benefit from 24/7 monitoring and support but that do not qualify for a Crisis Residential Treatment program or placement in an inpatient facility following presentation to the Crisis Stabilization Unit or as determined by a mental health treatment provider. In addition to overnight respite, contractor will facilitate step down transitional housing for eligible SMI adults for an average of 6-12 months.

The Relapse Prevention and Crisis Aftercare Program is outlined in the Solano County Mental Health Services Act (MHSA) Integrated Three-Year Plan for Fiscal Years (FY) 2014/2017.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC WORK ACTIVITIES.

A. RELAPSE PREVENTION & CRISIS AFTERCARE PROGRAM:

- 1) Provide brief treatment for an average of 60-120 days—but no more than 120 days—to include peer support, individual rehabilitation services, individual therapy, and rehab groups as needed for individuals who recently experienced an acute crisis.
- 2) All extensions beyond the 90 days of service must be approved by the County Contract Manager, designee, or County Program Liaison in advance. Contractor must ensure that the services have been authorized by the Solano County Primary Service Coordinator SC and that the service authorization is entered by the Quality Improvement Unit.
- 3) Provide medication services for clients not yet linked to ongoing medication provider. Provide tele psychiatry as needed and/or ensure that clients can access follow-up psychiatry services at the Adult ICC Psychiatry clinics or through the CSU urgent medication clinic.
- 4) Provide brief intensive targeted case management in order to link individuals to needed services to include but not limited to: long term mental health services, substance abuse services, eligibility services, general assistance, housing support, etc.
- 5) Utilize the Motivational Interviewing model with each client enrolled in the aftercare program in order to determine readiness for treatment and to assist in engagement in treatment activities.
- 6) Conduct the Screening, Brief Intervention, and Referral to Treatment (SBIRT) for each client enrolled in the aftercare program. This shall be accomplished in 1-3 sessions at most.
- 7) In the event that an individual client is open to another service provider under the MHP, Contractor will make every effort to coordinate care and to engage in discharge planning activities to ensure that clients are transitioned to an ongoing mental health provider.
- 8) Provide overall assistance with psychosocial needs which if not met could result in relapse and re-hospitalization.

- 9) For individuals that are accepted and engage in the aftercare program, Contractor shall process an admission in the County Avatar EHR system same day but no more than 2 business days.
- 10) Contractor shall meet with the County Program Liaison on a regular basis to review current client caseload, status of pending referrals, and any barriers related to direct client care.

B. RESPITE CARE PROGRAM:

- 1) Contractor will maintain 4 beds for respite housing for seriously mentally ill consumers referred from County or Contractor mental health providers. Contractor shall provide respite housing, 1 to 3 night stay, to a minimum of 125 unduplicated mental health consumers per fiscal year.
- 2) Contractor shall ensure that individuals accepted into the respite program have an identified mental illness.
- 3) Contractor shall provide on-site peer supervision for the respite overnight program which shall be housed at the following location: 345 East Travis Boulevard, Fairfield.
- 4) Contractor may utilize an alternative respite site to house individuals receiving respite care to ensure availability of services in the event that a bed is not available at the respite program site.
- 5) Contractor shall provide linkage and referral services for individuals who opt for the respite only track in order to link individuals to appropriate services including but not limited to: mental health services, substance abuse services, eligibility, general assistance, housing support, etc.
- 6) On a monthly basis, provide County Contract Manager or designee with a list of clients who have been served, including: clients referred, referral sources, and length of stay in respite program.

C. TRANSITIONAL HOUSING SUPPORT:

- 1) Contractor shall maintain 14 beds/slots for transitional housing for a period not to exceed 1 year, unless due to an eviction process, at the 345 East Travis Boulevard, Fairfield site to be used exclusively for seriously mentally ill consumers referred from County or Contractor mental health providers. Contractor shall adhere to the referral and approval process as determined by the County Contract Manager which will include approval of placements in the transitional housing units by the County Program Liaison.
- 2) Contractor shall notify County Program Liaison when a transitional housing unit becomes available.
- 3) Contractor shall provide linkage and referral services for individuals who reside in the transitional housing units in order to link individuals to appropriate services including but not limited to: mental health services, substance abuse services, eligibility, general assistance, housing support, etc.
- 4) Over the course of each individual's stay Contractor will engage in discharge planning and provide support to secure permanent housing options.
- 5) Employ at least one peer support counselor to provide on-site ad-hoc support to residents living in the transitional housing units.
- 6) Contractor will make efforts to ensure any available transitional housing slots are made available to respite program graduates or other county-designated consumers identified as high risk for hospitalization for a period not to exceed 1 year unless due to an eviction process.
- 7) On a monthly basis, provide County Contract Manager or designee with a list of clients who have been served, including: clients referred, referral sources, length of stay to date, the agency/program providing mental health services provided the client is currently engaged in treatment and disposition for those individuals discharged from transitional housing.

- 8) In the event that a client is at risk of eviction from the transitional housing program Contractor shall notify the County Program Liaison in order to try and stabilize the situation and avoid eviction.
- 9) In the event that a client is evicted from the transitional housing program Contractor shall notify the County Program Liaison, and the County Contract Manager and/or designee.
- 10) Maintain the 345 East Travis Boulevard, Fairfield property in a manner that conforms to local zoning and health standards.

2. GENERAL STRATEGIES.

- A. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends and the community; with an emphasis on promoting wellness and recovery.
- B. Ensure that service frequency is individualized and based upon the need of each consumer and in accordance with the County MHP level of care system.
- C. Make coordination of service care an integral part of service delivery which includes providing education and support to consumers/family members as well as consulting with community partners including but not limited to: other mental health providers, physical care providers, schools (if appropriate), etc.
- D. Maintain documentation/charting according to industry standards. For all consumers entered into the Solano County MHP electronic health record Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manual.
- E. Ensure that direct clinical services are provided by licensed, registered or waived clinicians or trained support counselors.
 - 1) Assessment activities and therapy treatment services (1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
 - 2) "Other Qualified Providers", such as mental health specialist level staff, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development.
 - 3) If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
- F. Contractor shall supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
- G. All direct mental health services rendered for clients admitted to the aftercare program Contractor shall enter services into the County Avatar EHR as per County requirements to ensure compliant documentation and claiming.
- H. Ensure that upon receiving referral verify whether the client is open to another provider under the MHP and follow the referral workflow guidelines as set forth by the Contract Manager, QI Unit and Program Liaison.
 - 1) In the event the client is open to another provider, Contractor will obtain chart documentation from that provider.
 - 2) For clients who are not open to the MHP, the client will be referred to Hospital Liaison unit or a regional ICC clinic for the intake assessment and initial plan.
- I. Include in all media related to the scope of work of program funded activities by this Contract and provided to the public, a reference to the Solano County Board of Supervisors, Health and Social Services and the Mental Health Services Act as the sponsors and funding source. When logos are used on your material please include a copy of the County Seal as well as the MHSA logo. These materials will be made available to you at your request.
- J. Participate in County Mental Health Services Act (MHSA) planning activities as requested.

3. PERFORMANCE MEASURES.

Contractor shall meet the following performance measures:

A. RELAPSE PREVENTION & CRISIS AFTERCARE PROGRAM:

- 1) Decrease inpatient readmission rate to inpatient psychiatric hospitalization for clients served by the Relapse Prevention & Aftercare program by 50%.
- 2) A minimum of 90% of the individuals served will receive the SBIRT to assess for substance abuse, and for those identified to have a substance abuse diagnosis 100% will be referred to the Substance Abuse sub-division in order to be referred to a provider for more in depth treatment.
- 3) 90% of clients engaged in the Relapse Prevention & Crisis Aftercare program will be linked evidenced by the consumer attending a first appointment with the long term mental health services prior to discharge from the aftercare program.
- 4) 80 % of clients served will demonstrate improved functioning as evidenced by the PCOMS (Partners for Change Outcome Management System) outcome measure.

B. RESPITE CARE PROGRAM:

- 1) Contractor will provide linkage/referral services to a minimum of 50% of individuals who exclusively use the respite program.

C. TRANSITIONAL HOUSING SUPPORT:

- 1) Contractor will provide linkage/referral services to a minimum of 90% of consumers residing in the transitional housing units.

4. REPORTING REQUIREMENTS.

- A. Contractor will collect, compile and submit monthly MHSA agreed upon contract deliverables and client demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee and be responsible for the following:
 - 1) Submit the monthly Service Delivery Reporting Form which includes:
 - a. Unduplicated count of individuals referred.
 - b. Unduplicated client count in each service approach; aftercare, respite and transitional housing.
 - c. Total hours of service for treatment approaches as determined by Contract Manager.
 - d. Unduplicated count of clients linked to alternate services in each service approach.
 - e. Unduplicated count in all programs combined.
 - 2) Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations which include:
 - a. Age group
 - b. Race
 - c. Ethnicity
 - d. Primary Languages
 - e. Sexual orientation
 - f. Gender assigned sex at birth
 - g. Current gender identity
 - h. Disability status
 - i. Veteran status
- B. Contractor will prepare a biannual and annual evaluation of program activities, submitted by January 15th and July 15th of each contract year including aggregated data and narrative reports on program deliverables. The following information should be included:
 - 1) Compilation of all biannual/annual data.
 - 2) Narrative of collaborative aspects of the program, if applicable.
 - 3) Agreed upon client outcomes and benchmarks for success.
 - 4) Any challenges or barriers to the provision of services.

5. CONTRACT MONITORING MEETINGS.

- A. Meet with County Contract Manager and/or designee on at least a quarterly basis, or more frequently as needed, to assess program demographic and outcome data, monitor progress of clients discuss challenges, barriers, successes, assess fiscal status, and identify recommendations for program improvement.

6. PATIENT RIGHTS.

- A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
 - 1) Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services.
 - 2) They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

7. CULTURAL COMPETENCE.

Contractor shall ensure the delivery of culturally and linguistically appropriate services to consumers by adhering to the following:

- A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions. Accordingly, Contractor agrees, at a minimum to:
 - 1) Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce.
 - 2) Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:
 - 1) Contractor shall provide services in the preferred language of the consumer and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the consumer or family expressly refuses the interpreter provided.
 - 2) Contractor shall ensure that all staff members are trained on how to access interpreter services.
 - 3) Contractor will provide all informational materials, legal forms and clinical documents that the consumer or family member may review and/or sign in the consumer/family member's preferred language whenever possible.

- 4) Contractor shall at a minimum provide translation of written informational materials, legal forms, clinical documents, in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
 - 1) Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
 - a. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually.
 - 2) Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically in terms often used in the mental health field is recommended.
- E. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

8. QUALITY IMPROVEMENT ACTIVITIES.

- A. Medi-Cal Certification:
 - 1) If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent Behavioral Health Division policy.
 - 2) Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
 - a. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form*.
 - 3) Per DHCS requirements, Contractor shall establish hours of operation to serve Medi-Cal consumers that are the same as those hours for serving non-Medi-Cal clients.
- B. Staff Credentialing:
 - 1) All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County Quality Improvement using County Staff Master form.
- C. Access:
 - 1) Contractor will ensure that upon receiving written referral or request for service, contact consumer within 3-5 business days and offer an assessment within 10 business days. In the event that this timeline cannot be met:
 - a. Contractor will notify the appointed County Contract Manager or the County designee within two (2) business days.
 - b. For consumers with Medi-Cal insurance who will be served under the MHP a Notice of Action E will be utilized in accordance with the MHP guidelines.
 - 2) Contractor will forward confirmation of all consumer intakes, not initially referred from the County, to the County's Access unit.
 - 3) Contractor will provide staff to work with County Quality Improvement to make multiple (no less than four) test calls for the County business and after-hours access telephone line, during one month per fiscal year.
- D. Contractor shall maintain medical records in such a manner that all required documentation for every consumer is stored in the secure Medical Record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy, in order to establish medical necessity for all specialty mental health services provided by the

Contractor, as outlined in Solano County Behavioral Health Quality Improvement documentation trainings and manual.

- 1) Only one assessment and treatment plan covering the service authorization period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, Contractor will utilize the already completed documentation to establish medical necessity for treatment, or complete a brief update to any area in need of supplemental information.
- 2) Required documentation includes, but is not limited to, the following:
 - a. Informing Materials
 - b. Clinical Behavioral Health Assessment
 - c. Consumer Treatment Plan
 - d. Service Authorization
 - e. General Consent for Treatment
 - f. Medication Consent
 - g. Authorizations to Release Medical Records
 - h. Acknowledgement of Receipt of Notice of Privacy Practices
 - i. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days)

E. Concurrent Review:

- 1) Contractor shall coordinate with County Quality Improvement, when requesting service authorization for a client, to provide an Assessment, Consumer Treatment Plan, Service Authorization, and any other relevant documents deemed necessary by County prior to authorizing services.
- 2) Contractor will respond to County Quality Improvement's request for clinically amended documentation and resubmit documentation within 5 business days of receiving request.

F. Problem Resolution:

- 1) Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM136 Beneficiary Problem Resolution Process—Mental Health Services Act Issues*, *ADM142 Beneficiary Problem Resolution Process – Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
- 2) Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - a. Contractor shall post County notices and make available County forms and other materials informing consumers of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide" "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", "Mental Health Service Act Issues Form", and the "Request to Change Service Provider". Contractor shall aid consumers in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a consumer of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - c. Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.

G. Serious Incident Reports (SIRs):

- 1) Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
 - a. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.
 - b. Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - c. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - d. Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and County Health & Social Services Compliance Unit concurrently immediately upon discovery and no later than 24 hours.

H. Contractor Quality Improvement Process:

- 1) Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
 - a. Internal Quality Improvement Work Plan – The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually and a copy submitted to County Quality Improvement. Contractor will submit a revised plan if County determines the plan to be inadequate.
 - b. Internal review of provider progress notes – Contractor will internally review at least 10% of every provider's progress notes. A quarterly report will be sent to County Quality Improvement.
 - i. Contractor will conduct 100% review of client records upon discharge for this short-term program.
 - c. Monitoring safety and effectiveness of medication practices – If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process.

I. Quality Improvement Committee:

- 1) Contractor will provide a representative to participate in County quarterly Quality Improvement Committees.
- 2) If Contractor's place of business is not located within Solano County boundaries, Contractor's representative may request to participate remotely via conference call and/or web-based interface.

J. Annual County review of Contractor service delivery site and chart audit:

- 1) County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
- 2) Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
- 3) If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.

K. Compliance Investigations:

- 1) At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding consumers receiving services, and other data relating to all matters covered by this Agreement.
- L. Service Verification:
 - 1) Contractor will submit an executed copy of Contractor Service Verification Policy once created, and will provide revised policy any time policy is revised/updated.
 - 2) Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements*.
 - 3) Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *QI620*.
- M. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
 - 1) Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, including but not limited to the following:
 - a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County.
 - b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
 - d. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.
- N. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
 - 1) Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually.
- O. Performance Data (1915b Waiver Special Terms and Conditions):
 - 1) Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.

9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS.

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records pursuant to 45 CFR Part 160 (HIPAA). County and Contractor shall maintain the confidentiality of any information regarding consumers (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the consumer's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor and staff will be responsible for only accessing consumer data from the County's electronic health record for consumers for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access consumer data that do not meet those requirements will be considered data breaches and

Contractor is responsible for reporting such breaches to County Quality Improvement and HSS Department Compliance unit immediately or within 4 hours of discovery.

- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

III. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.
2. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system.
3. Provide feedback on performance measures objectives in a timely manner to seek a proactive solution.
4. Develop reporting forms not otherwise detailed in this Contract in coordination with Contractor.

EXHIBIT BB
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1-5" and incorporated by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by an agency spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- C. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B-1-5, when the cumulative amount of such transfers exceed 10% of the total Contract amount. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form". Budget line item transfers that exceed 10% of the total Contract amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment or real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 - 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.

**County of Solano
Standard Contract**

2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A and be incurred (realized) during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. In order to include indirect costs or an indirect cost rate in the contract budget, Contractor must have a negotiated indirect cost rate agreement with a federal agency. A Contractor who does not have such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 13% of modified total direct costs, as defined in 2 CFR 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200). For budgeting purposes only, a placeholder of 12.96% is being included in the FY2016/17 contract budget while the County continues to negotiate the indirect cost rate based on the most recent audited financial statements and supporting documentation.
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the 13% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

2. BILLING EXPECTATIONS

- A. Contractor shall have the obligation and responsibility to determine any available revenues from all possible sources other than the County that can be claimed for reimbursement for treatment of services provided under this Contract. Such revenues shall include, but are not limited to, Short Doyle Medi-Cal, patient fees, patient insurance, Medicare and payments from other third party payers. Contractor shall provide the County with the necessary payer financial information in a form and manner prescribed by the County so that all revenues can be claimed timely. Amounts of claims against other revenue sources which remain unpaid due to untimely, incomplete, or improper information received from the Contractor shall be recouped from the Contractor.
- B. Determination of patient eligibility for coverage under Medicare and other reimbursement programs is the responsibility of the Contractor. County does not assume responsibility for such determination.
- C. Contractor understands and agrees that Contractor and any subcontractors will bill Short Doyle Medi-Cal for services provided. The authorized billing codes are listed in Exhibit B-2-2 as Contract Billing Codes.
- D. Contractor will enter services into Avatar, the County approved computerized billing system. County will provide Contractor access to Solano County's computerized billing system.

- E. Contractor will submit adequate supporting documentation as to Medi-Cal services provided no later than sixty (60) days after the last day of the month in which those services were provided.
- F. County will reconcile supporting documentation with the services in Avatar. Documentation not accurately reconciled to services in Avatar will be returned to the contractor for corrections to be resubmitted within thirty (30) days.
- G. Periodically, Contractor will meet with County to review Medi-Cal reimbursable units and any disallowances. The amount of disallowances identified from the Avatar will be deducted from a following months invoice provided that the disallowance was due to delays in Contractor providing County the necessary information for billing.

3. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13B. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR (Code of Federal Regulation) Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

4. PERSONAL PROPERTY

- A. Purchase of personal property using funds from this contract must have prior written approval from the County, as follows:
 - 1. Purchases of computer, software, and printers regardless of cost
 - 2. Purchases of other personal property over \$1,500
- B. Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2 CFR Part 200.436).

5. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing in October of each fiscal year. Contractor will submit its cost report by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld until such time as Contractor submits an acceptable Cost report. County will not be liable for

**County of Solano
Standard Contract**

- any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate Cost report.
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County.
 - D. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to County.
 - E. Contract will establish a tracking and reporting system to distinguish between expenditures for direct services and expenditures for client supports. DMH Letter No. 06-08, incorporated by this reference, outlines the need and definition of the new service function codes which have been added:
 - Service Function Code 70 – Client Housing Support Expenditures*
 - Service Function Code 71 – Client Housing Operating Expenditures*
 - Service Function Code 72 – Client Flexible Support Expenditures*
 - Service Function Code 75 – Non-Medi-Cal Capital Assets*
 - Service Function Code 78 – Other Non-Medi-Cal Client Support Expenditures*

This information will be required at the same time that the annual cost report is due to the County.

6. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish an annual audited financial statement to the County, which must be submitted within 30 days of its publication.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

7. SUBRECIPIENT MONITORING AND MANAGEMENT

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.
- B. Contractor will provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- C. Every subaward must be clearly identified and include the following information at the time of contract execution. Significant changes to these data elements may require a subaward modification form.
 - 1. Subrecipient Name (which must match the name associated with its DUNS number): [Bay Area Community Services]
 - 2. Subrecipient DUNS number: [073931628]

3. Federal Award Identification Number (FAIN): [Not applicable]
4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [Not applicable]
5. Subaward Period of Performance Start and End Date: [Not applicable]
6. Amount of Federal Funds obligated by this action: [Not applicable]
7. Total Amount of Federal Funds obligated to the subrecipient: [Not applicable]
8. Total amount of Federal Award: [Not applicable]
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [Not applicable]
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official: [When applicable, County will claim Federal Financial Participation through the California State Department of Health Care Services for Medi-Cal Services (DHCS). DHCS claims services to the Department of Health and Human Services - Centers for Medicare and Medicaid Services (CMS).]
11. CFDA Number and name: [93.778 - Medical Assistance Program]
12. Identification of whether the award is for research and development. [Not applicable]
13. Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR 200.414 Indirect (F&A) costs): [Not applicable]

EXHIBIT B-1-5							
BUDGET DETAIL AND PAYMENT PROVISIONS							
FY 2016/17 AMENDMENT							
PERSONNEL EXPENSES		PEP		Respite		Transitional Housing	
Job Title	Salary	FTE	Total	FTE	Total	FTE	Total
Chief Program Officer	100,000	0.03	3,000	0.01	1,000	0.01	1,000
Chief Clinical Strategy Officer	130,000	0.03	3,900	0.01	1,300	0.01	1,300
Director of Quality Improvement	70,000	0.03	2,100	0.01	700	0.01	700
Director of Programs	85,000	0.03	2,550	0.01	850	0.01	850
Program Manager	75,000	0.60	45,000	-	-	-	-
Program Supervisor	50,000	0.30	15,000	0.60	30,000	0.40	20,000
Personal Services Coordinator	52,000	3.00	156,000	-	-	-	-
Residential Counselor	36,400	-	-	6.25	227,500	-	-
Relief Residential Counselor	32,240	-	-	0.75	24,180	-	-
Housing Coordinator / Peer Support	52,000	-	-	0.84	43,333	0.16	8,667
Peer Counselor Site Based	37,502	3.00	112,506	1.25	46,878	-	-
Peer Counselor Field Based	41,600	3.00	124,800	-	-	-	-
TOTAL FTE/SALARIES		10.02	464,856	9.73	375,741	0.60	32,517
FRINGE BENEFITS (30%)			139,457		112,722		9,755
TOTAL PERSONNEL (SALARY+FRINGE)			604,313		488,463		42,272

OPERATIONAL EXPENSES		PEP	Respite	Transitional Housing
Depreciation		-	2,090	8,910
Rent & Utilities		28,848	8,400	3,600
Repairs & Maintenance		12,000	-	-
Renovation		-	6,250	43,750
Office Supplies/ Materials		1,500	4,200	-
Furniture		-	-	35,000
Telephone & Communication		26,500	9,500	300
Postage & Mailing		200	200	-
Reproduction/Copy Machine		4,000	250	-
Client Transportation		12,000	2,000	-
Staff Travel		22,890	3,000	-
Food and Other Participant Supports		6,480	10,704	5,096
Training/Conferences		1,152	740	144
Other: Consulting Psychiatrist		5,000	-	-
Insurance		6,600	3,500	1,000
TOTAL OPERATIONAL EXPENSES		127,170	50,834	97,800
Indirect Costs*	12.96%	94,800	69,893	18,153
TOTAL BUDGET 2016/17		PEP	Respite	Transitional Housing
		826,283	609,189	158,225
		1,593,698		

***Indirect Cost for budget is 12.96% as a placeholder while the County continues to negotiate a rate with the Contractor. County will reimburse at 10.10% per rate based on audited financial statements for year ended June 30, 2016 until another rate is negotiated.**

**EXHIBIT B-2-2
INTERIM BILLING RATE**

Avatar Service Code	Mode	Service Function Code	Description	Interim Contract Rate FY 14/15	Unit of Service
NOSHOW	15	00	Participant No Show	0.00	per minute
PRVCAN	15	00	Clinician Cancellation	0.00	per minute
CLTCAN	15	00	Participant Cancellation	0.00	per minute
90887I	15	10	Collateral	2.61	per minute
MEDEVAL	15	60	Medication Evaluation	4.82	per minute
90791	15	30	Assessment	2.61	per minute
90847	15	40	Family Therapy - Individual	2.61	per minute
H2015	15	40	Individual Therapy	2.61	per minute
H2017I	15	40	Individual Rehab	2.61	per minute
H0032	15	40	Plan Development	2.61	per minute
90853	15	50	Group Psychotherapy	2.61	per minute
H2017G	15	50	Group Rehab	2.61	per minute
90847	15	40	Family Therapy - Group	2.61	per minute
H0034	15	60	Medication Support & Education	4.82	per minute
H2010	15	60	Comprehensive Medication Service	4.82	per minute
H2011	15	70	Crisis Intervention	3.88	per minute
90882	15	01	Brokerage and Placement	2.02	per minute
99499	15	00	Non Billable Treatment Services	0.00	per minute
T1017	15	01	Case Management Services	2.02	per minute
MEDREFILL	15	60	Medication Refills (w/o contact)	4.82	per minute
MHSVCLOCK	15	00	MH Service Provided in Lockout Setting	0.00	per minute

EXHIBIT D-1
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$3,203,328.

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

3. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

4. HIPAA CONTRACTOR AGREEMENT

Contractor shall execute the form attached as Exhibit D-4.

5. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-5, indicating that voter registration activities are actively conducted.

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

[A - Fourth Amendment](#)

[B - Third Amendment](#)

[C - Second Amendment](#)

[D - First Amendment](#)

[E - Original Contract](#)



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Contract	Department:	Resource Management
File #:	17-389	Contact:	Nedzlene Ferrario, 784-3170
Agenda date:	6/6/2017	Final action:	
Title:	Approve a contract with Ascent Environmental in the amount of \$267,175 to prepare an Environmental Impact Report (EIR) for the proposed amendments to the Recology Hay Road Land Use Permit; and Authorize the Director of Resource Management to execute the contract and any subsequent amendments within budgeted appropriations		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:	A - Contract		

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management (DRM) recommends that the Board of Supervisors:

1. Approve a contract with Ascent Environmental in the amount of \$267,175 to prepare an Environmental Impact Report (EIR) for the proposed amendments to the Recology Hay Road Land Use Permit; and
2. Authorize the Director of Resource Management to execute the contract and any subsequent amendments within budgeted appropriations.

SUMMARY:

DRM is recommending that the Board of Supervisors approve a contract with Ascent Environmental for \$267,175 funded by Recology, to prepare an Environmental Impact Report for Recology Hay Road Land Use Permit amendments. Staff included this project in the FY 2017/18 budget; therefore, an Appropriations Transfer Request is not required.

FINANCIAL IMPACT:

The total cost of \$267,175 for the proposed new contract is fully funded by the applicant. There will be no Net County Cost for the contract. An additional 20% on top of the contract amount will be paid by Recology to cover staff time dedicated to the project.

DISCUSSION:

The landfill currently operates under Land Use Permit U-11-09 which allows for municipal solid waste disposal, 54 acre composting operations (Jepson Prairie Organics), maintenance facility and a landfill gas to electric energy facility within the 640 acre footprint.

On December 30, 2016, Recology Hay Road filed an application to amend Land Use Permit U-11-09. The application proposed expanding the landfill capacity by increasing the municipal solid waste tonnage from a maximum of 2400 tons per day (tpd) to 2400 tpd averaged over 7 days with a peak of 3400 tpd and 16 acre landfill expansion into an area, located within the current approved footprint, designated as a mitigation site for the Delta Ground Beetle, as required by current permits. A two (2) acre transfer facility is proposed adjacent to the Fleet Shop to handle processing and sorting of organic waste, up to 200 tpd. Other proposed operational changes include a construction and debris sorting line, processing of friable asbestos such as sprayed insulation or fire retardant material on steel work; and deepening of the borrow pit by an additional 88 feet to allow for more soil to be used for landfill construction and operations.

Due to the potentially significant impacts associated with the scope of the proposed amendments relative to odors and biological resources, DRM solicited proposals for an EIR consultant. Seven consultants were solicited, two proposals were received and both firms were interviewed. Ascent Environmental was selected because their team brings over 50 years of CEQA preparation experience and knowledge that include landfill expansion projects, and proved to be the most qualified to prepare the project's EIR.

ALTERNATIVES:

The Board may choose not to approve the contract. This is not recommended because it would prevent DRM from processing the application.

OTHER AGENCY INVOLVEMENT:

No other agencies have been involved.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

For County Use Only
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:

Ascent Environmental

CONTRACTOR'S NAME

2. The Term of this Contract is:

June 6, 2017 through June 6, 2019

3. The maximum amount of this Contract is:

\$267,175

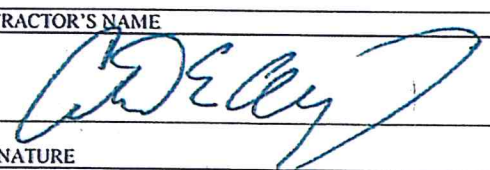

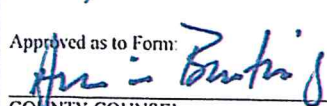
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on June 6, 2017.

CONTRACTOR	COUNTY OF SOLANO
Ascent Environmental	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Bill Emlen Director of Resource Management
SIGNATURE	TITLE
Curtis E. Alling, Principal	675 Texas Street
PRINTED NAME AND TITLE	ADDRESS
455 Capitol Mall, Suite 300	Fairfield, CA 94533
ADDRESS	CITY STATE ZIP CODE
Sacramento, CA 95814	Approved as to Content:
CITY STATE ZIP CODE	 DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	 COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 1/25/12

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Preparation of an Environmental Impact Report for Recology Hay Road Land Use Permit Amendment no. 2 (U-11-09 Amend 2) for the project as described in the attached Exhibit A-1, in compliance with the California Environmental Quality Act.

Exhibit A-2 – Scope of Work by Ascent Environmental for preparation of an Environmental Impact Report for Recology Hay Road, dated April 21, 2017.

EXHIBIT A-1

Recology Hay Road Conditional Use Permit U-11-09 Revision - Project Description December 30, 2016

Introduction

Recology Hay Road (RHR) is proposing several changes at their Hay Road facility ("facility"), which would require a revision to the site's Conditional Use Permit (U-11-09). The details of the proposed changes, as well as a brief description of the facility location and existing operations, are described below.

Project Site Location

The RHR property ("property") is approximately 640 acres in size and is located about eight miles southeast of the City of Vacaville in unincorporated Solano County, California. The RHR property is located immediately west of State Highway 113 at its intersection with Hay Road, at 6426 Hay Road. The Solano County General Plan designates the property within both extensive agricultural and intensive agricultural districts. Agricultural land uses surround the property with Travis Air Force Base located approximately four miles to the southwest. According to the Travis Air Force Base Land Use Plan, a majority of the Hay Road property falls within the Travis AFB LUP Zone C, with a small part of the northwestern portion of the property falling within Zone B2. Four rural residences are located within a two-mile radius of the property, two of the residences are located approximately 1.5 miles to the west, one residence is located approximately 1.3 miles to the south, and one residence is located approximately 1.1 miles to the north. Figure 1, Regional Location, shows the property location in a regional context.

Existing Project Site Operations

The property includes the Recology Hay Road Landfill ("landfill") facility, the Jepson Prairie Organics ("JPO") composting facility, and the Recology Vacaville Solano fleet maintenance shop ("Vacaville Shop"). The property also includes an 80-acre soil borrow pit area and approximately 200 acres of undeveloped land, of which a majority is currently being placed under permanent conservation easement. The property also includes an approximately 18-acre Bird Sanctuary Pond (BSP), which will also be placed under conservation easement, but will still receive site storm water and water pumped from the borrow pit.

The Recology Hay Road facility is a Class II and Class III waste management facility. The permitted landfill footprint is approximately 256 acres in size within the entire 640-acre property. The facility accepts non-hazardous solid waste, high-liquid-content waste, wastewater treatment plant sludge, designated waste, asbestos-containing waste, and waste requiring special handling. The Hay Road landfill is currently authorized by its Solid Waste Facility Permit (SWFP) and Conditional Use Permit to accept a maximum of 2,400 tons per day (tpd) of Municipal Solid Waste (MSW) for disposal and 2,500 tons of asbestos per month. The RHR Landfill has a permitted height of 215 feet above mean sea level (MSL) and a total volume of 37 million cubic yards.

The JPO composting facility is approximately 54 acres in size and is located entirely within the permitted boundary of the Hay Road Landfill. JPO operates under the same Conditional Use Permit, but has a separate Compostable Materials Handling Permit (CMHP) from the landfill's Solid Waste Facility Permit (SWFP). JPO is permitted to accept an average of 600 tpd of compostable green material, agricultural material and food wastes with a peak daily tonnage of 750 tpd. The average daily vehicles permitted at the landfill and JPO combined is 620 vehicles per day averaged over 7 days.

The Vacaville Shop is located in the northwestern corner of the RHR property, near the southeastern corner of Hay Road and Burke Lane. The Vacaville Shop provides parking and maintenance for the Recology Vacaville Solano fleet and is located outside of the permitted landfill boundary.

The soil borrow pit measures approximately 80 acres and has a current maximum excavation depth of approximately 60 feet below ground surface. The borrow pit is offset approximately 115 feet from Hay Road and 150 feet from the base of the adjacent landfill to the east.

As mentioned above, portions of the property will be placed under permanent conservation easement. During the early 1990's, Recology Hay Road, known at the time as NorCal Waste, underwent an expansion of the permitted landfill footprint. As part of this project, the facility was required to obtain a Nationwide Permit from the Army Corps of Engineers related to the fill of wetlands, which was issued on January 6, 1993. The Nationwide Permit included a condition requiring that several portions of the Hay Road property be placed under permanent conservation easement. A Wetlands Mitigation Plan was also prepared which outlined how mitigation for impacts to wetlands would be implemented. The areas to be placed under easement include the 40.57-acre Western Mitigation Area, which is located to the west of the soil borrow pit and to the south of the Vacaville Shop, and the 140.70 Eastern Mitigation Area, which is located to the south of the landfill. The Western and Eastern Mitigation Areas are not located within the permitted landfill boundary. The Bird Sanctuary Pond (BSP) is a manmade triangular-shaped feature located directly south of the landfill. The BSP will also be placed under permanent conservation easement, although it will still receive site storm water and water pumped from the borrow pit is located.

Figure 2, Overall Site Plan, shows the entire Hay Road property with the abovementioned operations labeled.

Proposed Project Elements

As part of the proposed project, Recology Hay Road proposes changes to existing operations at the site.

Lateral Expansion

The proposed project includes a lateral expansion of the landfill boundaries. The proposed expansion would occur in a triangular shaped area ("triangle") located to the southwest of the current active landfill as shown on Figure 2, Overall Site Plan. The "triangle" is approximately 16 acres in size and would result in an increase to the landfill's disposal capacity by approximately 8.8 million cubic yards and would extend the estimated landfill life by approximately 9 years.

The proposed expansion area is relatively flat and currently undeveloped. No known cultural or historical resources are located in the project site. The triangle area is covered in grasslands and vernal pool habitats, which have the ability to support special-status species found in the area. Surveys and habitat assessments were conducted during 2016 for a number of species, including the Delta Green Ground Beetle (DGGB), listed branchiopods, burrowing owl, California Tiger Salamander, and special-status plants. These surveys are included as part of this CUP application package.

As discussed above, portions of the Hay Road property will be placed under permanent conservation easement as conditioned by the 1993 Nationwide Permit from the Army Corps of Engineers. The triangle area was originally included as an area required to be placed under easement. Working with the Army Corps of Engineers, Recology negotiated the purchase of mitigation credits to remove the easement requirement from the approximately 16-acre triangle-shaped parcel. At the direction of the Army Corps, Recology purchased 2.04 acres of vernal pool credits from Elsie Gridley Mitigation Bank on June 23, 2016 and received confirmation on July 8, 2016 from the Army Corps that the purchase of these credits effectively removed the easement requirement from the “triangle” parcel. At this time, the triangle is no longer encumbered by an easement requirement.

In addition to the proposed 16-acre expansion, the proposed project would increase the overall permitted waste disposal area by approximately another 8 acres. This is due to recent facility investigations that have led to a better understanding of the limits of DM-1 and property offsets. Recent borings show the existing underground limits of DM-1 to be greater than previously believed, which increases the permitted acreage of the landfill footprint. The site has also undergone reevaluations of the landfill boundaries to the north, south, and east sides to comply with specified offsets from property boundaries, which has resulted in additional acreage to the permitted landfill footprint. Combined, these additional 8 acres come from clarifying already existing conditions. Between the proposed 16-acre expansion and 8 additional acres due to clarifications, the proposed project would result in the overall permitted waste disposal area increasing from 256 acres to 280 acres.

Modification to the Existing Soil Borrow Pit

The permitted depth and size of the facility’s soil borrow pit would be increased to accommodate the increased need for soil at the site. The existing borrow pit measures approximately 80 acres with a current maximum excavation depth of approximately 60 feet below ground surface. The proposed project would deepen the borrow pit by an additional 88 feet below ground surface to obtain additional soil volume for use in the landfill construction and operation activities, providing an additional 3.6 million cubic yards of soil for the site. The proposed project would also increase the footprint of the borrow pit by approximately 6 acres (to approximately 86 acres).

Facility Average and Peak Tonnage

The proposed project would revise the daily tonnage for disposal to be 2,400 tpd over a 7-day average, with a 3,400 tpd peak. The inclusion of an average and a peak tonnage limit would allow the facility to balance high volume and low volume days that may occur.

Construction and Demolition (C&D) Sort Line

The proposed project would also include the ability for the facility to process construction and demolition (C&D) materials. Incoming C&D waste streams would be processed by a portable set of equipment, primarily screens, sort lines, and a shredder, which could be moved around the site as the landfill cells are developed. The footprint of the C&D sorting operation would be approximately 150 feet by 300 feet, which would include all equipment and stockpiled materials. The sort line equipment would be diesel powered and would obtain all necessary permits through the Yolo-Solano Air Quality Management District. The site already is permitted to receive C&D materials. The sorting of this waste stream would allow for greater recovery of recyclable materials and greater diversion of materials being landfilled.

Organics Transload Operation

The proposed project also includes the construction of an organics transload facility adjacent to the Vacaville Shop. The approximately two-acre transload facility would be located directly to the east of the existing Vacaville Shop as seen in Figure 2, Overall Site Plan. The current project site is relatively flat and currently undeveloped. No known cultural or historical resources are located in the project site. The project site is partially visible from Hay Road, although a row of eucalyptus trees and earthen berm partially block views of the site from the road. No special-status plants or animals are found on the site, although the adjacent eucalyptus trees may provide habitat for nesting birds. The entire transload facility would be paved, which would result in increased impervious surfaces and stormwater flow, and stormwater infrastructure may need to be expanded accordingly.

The transload operation would include a metal, 3-sided, covered bunker with a concrete push wall to receive organic materials. The structure would be approximately 35 feet in height, 150 feet long, and 90 feet wide. The facility would also include an incoming and outgoing scales and a scalehouse, located along on the entry road in the northern portion of the site. All proposed structures would be located outside of the 60-foot buffer from Hay Road as required by the Solano County Zoning Code. Figure 3, Organics Transload Conceptual Site Plan, shows a site plan of the proposed transload facility.

Organic materials, such as food and green waste, would be received from collection trucks, then consolidated and transferred offsite via transfer truck for further processing. Up to four (4) transfer trucks per day would be needed to transfer the material. Parking for the transfer trucks would be provided onsite in the southeast corner of the facility. The organics transload area would receive up to 200 tpd, or 40,000 tons per year. Materials would be removed from the site within 48 hours.

Organic materials would be delivered to the site in Recology collection trucks and self-haul vehicles, and transported offsite in Recology transfer trucks to another facility for further processing. Self-haul vehicles would enter the facility and travel west along the entrance road to the scale house for weighing, and then travel south to the transload facility for dumping before traveling northwest back up to the scale house to be weighed again before exiting the facility. Collection trucks would enter the facility and travel west along the entrance road to the scale house for weighing, and then travel south to the transload facility for dumping before traveling along the eastern side of the property to exit the facility. Transfer trucks would enter the facility and travel west along the entrance road and passing the scale house (they will not be

weighed at this facility). The transfer trucks will drive along the southern edge of the transload facility to load up, and then proceed north along the eastern side of the property to exit the facility. Figure 3, Organics Transload Conceptual Site Plan, shows the traffic circulation of each type of vehicle at the facility.

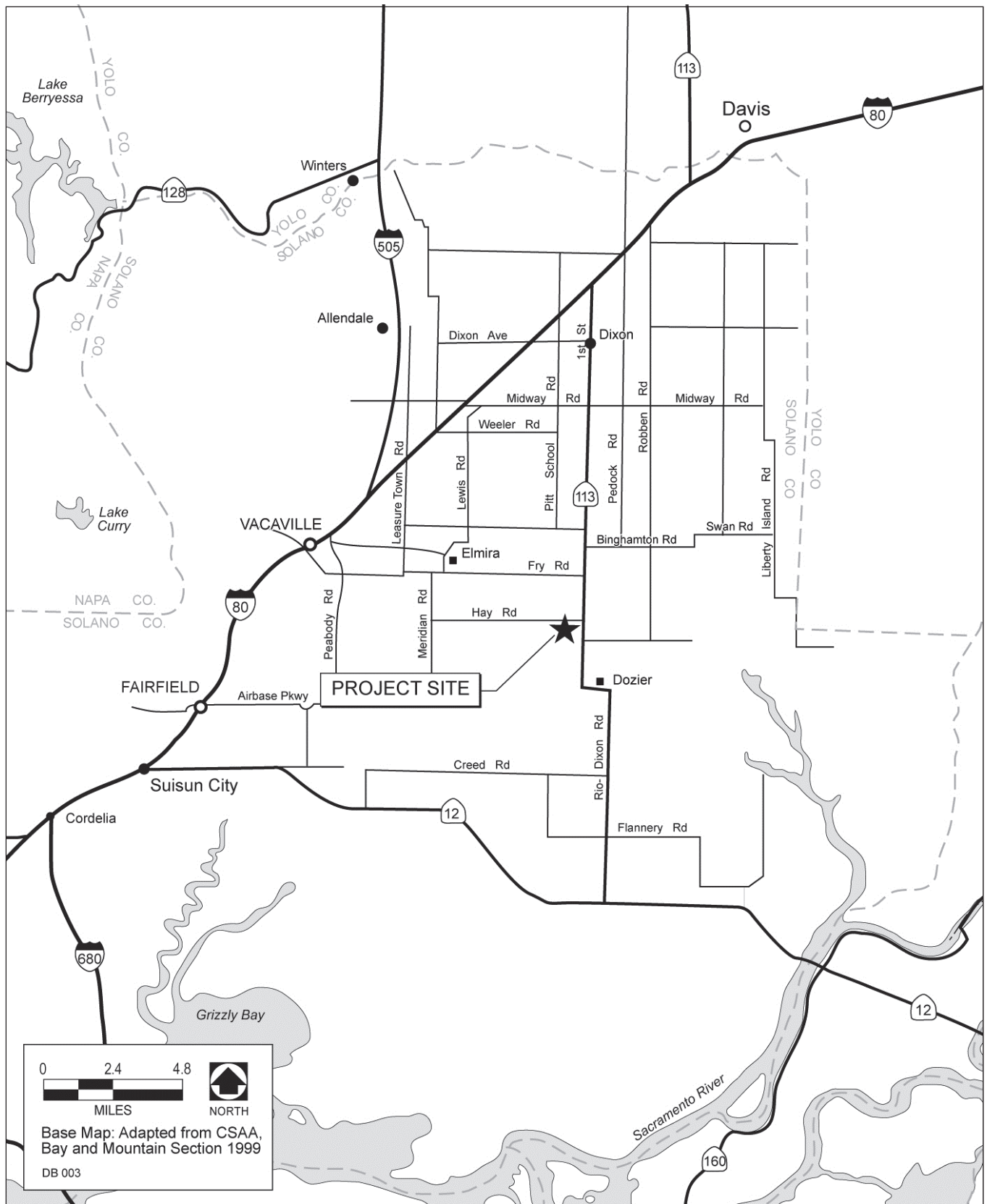
The facility would result in a four (4) drivers, one (1) operator, one (1) laborer, and one (1) weighmaster, for a total of seven (7) new employees. Employees would park at the employee parking lot at the adjacent Vacaville Shop. Employees would utilize the restrooms facilities at the Vacaville Shop as well. According to an evaluation prepared in May 2015 by Campi Engineering for the existing sewage disposal system at the Vacaville Shop, the system was originally overdesigned to accommodate future expansion. The system is currently operating at less than 50 percent of its design flow and could accommodate the increased effluent flow associated with an additional seven (7) employees.

Friable Asbestos Disposal

The proposed project would also allow the receipt and disposal of friable asbestos at the landfill outside of Disposal Module 1 (DM-1). The facility is currently permitted to receive up to 2,500 tons per month of friable asbestos, and is restricted to disposal only in DM-1. The proposed project would not increase the permitted asbestos tonnage limits, but would allow friable asbestos disposal in landfills 3 and 4, which are delineated on Figure 2, Overall Site Plan. All procedures outlined in the facility's Asbestos Containing Waste (ACW) Handling Procedures would still be followed and updated as needed. The facility also received non-friable asbestos, which is not considered hazardous and may be disposed of with the MSW.

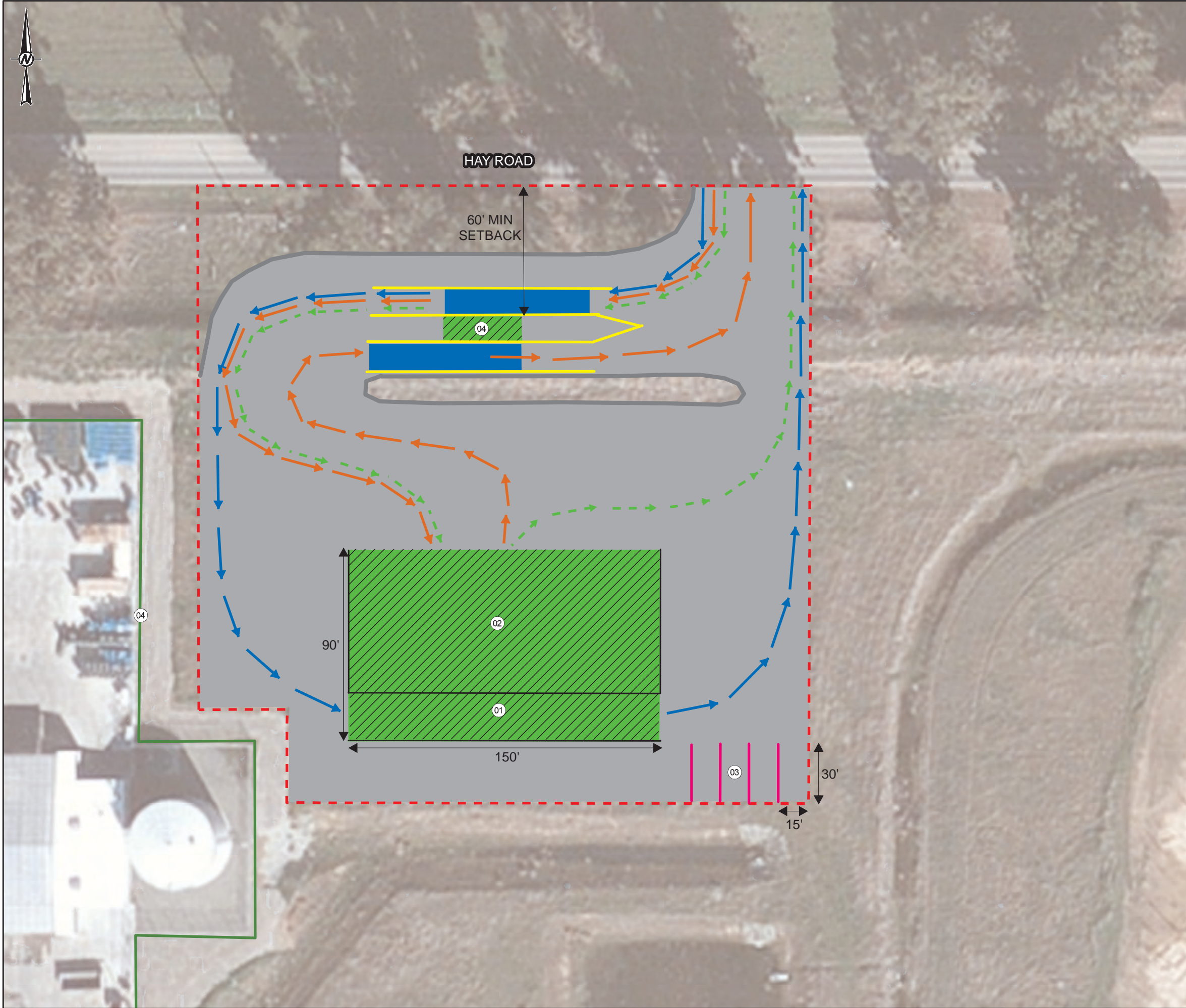
Conditional Use Permit

The proposed project would also include a revision to the existing Use Permit for purposes of eliminating provisions that are outdated or are within the regulatory jurisdiction of local and/or state agencies other than Solano County Planning to avoid inconsistencies and/or unnecessary redundancy.



Source: Douglas Environmental, 2009

Figure 1



LEGEND

- 01 TRANSFER STATION
- 02 ORGANICS TRANSLOAD STATION
- 03 PARKING
- 04 SCALEHOUSE
- PARKING
- SCALE LANE
- SELF HAUL ROUTE
- TRANSFER TRUCK ROUTE
- COLLECTION TRUCK ROUTE
- CONCRETE CURB
- COVERED AREA
- ORGANICS TRANSLOAD SITE
- SCALE
- PROPOSED STRUCTURE
- PAVED AREA
- RECOLOGY VACAVILLE SOLANO DIXON OPERATIONS FACILITY BOUNDARY



REFERENCE

AERIAL IMAGERY OBTAINED FROM ESRI BASEMAP WEB SERVICE TITLED WORLD_IMAGERY, BASED ON MICROSOFT BING. DATE OF IMAGERY: FEBRUARY 4, 2012.

CLIENT

RECOLOGY VACAVILLE SOLANO DIXON OPERATIONS FACILITY
VACAVILLE, CA

PROJECT

CONDITIONAL USE PERMIT UPDATE

Figure 3

ORGANICS TRANSLOAD FACILITY CONCEPTUAL SITE PLAN

CONSULTANT	YYYY-MM-DD	2016-11-30
	PREPARED	CMN
	DESIGN	CMN
	REVIEW	MK
	APPROVED	MN



PROJECT No.
1669438

Rev.
A

FIGURE
2

EXHIBIT A-2

Scope of Work

The following scope of work provides a detailed account of the anticipated activities to be conducted by Ascent Environmental to assist Solano County in conducting the CEQA process for the proposed Hay Road Landfill Conditional Use Permit Amendment project. The scope assumes CEQA compliance with a Subsequent EIR, pursuant to CEQA Guidelines Section 15162, making maximum use of analyses from the 1993 EIR and 2004 Subsequent EIR. As discussed above, the project will be managed by Chris Mundhenk, project manager, and Curtis Alling, project director/principal. Both of these individuals will be actively engaged in all aspects of the project, from meetings and strategy development to preparation and review of all material prior to delivery to the County.

Task 1 Project Initiation and Scoping

Subtask 1.1 Kickoff Meeting

Ascent's project manager and project director will attend one project kickoff meeting with County staff, Recology, and its consultants (as appropriate) to discuss the status of project development and design, identify/confirm project objectives, discuss any areas of controversy and potential strategies, discuss key issues and sensitivities, and establish communication/review protocols. As part of this meeting, Ascent will confirm the scope and timing of applicant-prepared technical studies that will support the Subsequent EIR's analysis with the County and Recology. The general project schedule will also be discussed. Ascent will work with County staff to establish the agenda. The kickoff meeting will provide Ascent an opportunity to inquire further about the project, the process, and receive data or documents.

Deliverables	Kickoff meeting agenda and notes (Electronic Submittal – Word)
--------------	--

Subtask 1.2 Peer Review Applicant-Prepared Studies and Identify Data Needs

Ascent will review the documents and information received to date, plus any new information provided at, or subsequent to, the project kickoff meeting by Recology's consultants. It is assumed that up to three technical studies (air quality/greenhouse gas/health risk assessment, biological resources, and cultural resources) specific to the project will be submitted in Word or pdf format by Recology to the County for peer review and incorporated into the analysis of the Subsequent EIR. Ascent will provide red-line/track changes copies of each technical report with comments embedded within each document. Any meetings requested by Recology or its consultants as a result of Ascent's peer review would be performed as part of Task 4, below.

Upon completion of peer review, Ascent will prepare a memo for the County documenting any additional information that will be needed to describe the project and its potential effects. Ascent will identify any key technical issues or data gaps that should be addressed.

Deliverables	Up to three red-line/track changes copies of Ascent's peer review of technical studies submitted by Recology (Electronic Submittal – Word or pdf) Memorandum summarizing review of existing documentation and identifying areas where additional study may be necessary (Electronic Submittal – pdf)
--------------	---

Subtask 1.3 Site Visit

Following the kickoff meeting identified in Task 1.1 above, Ascent will schedule a site visit with the project management team and project analysts. Up to three members of the Ascent project team will attend the site visit for the purposes of familiarizing ourselves with on-site resources and to conduct reconnaissance surveys an initial visual resource assessment, and general site observations. It is assumed that one day will be adequate to confirm the results of biological resources surveys conducted by Recology's consultants and obtain several representative viewpoints of the project area from on and offsite. Any additional field study beyond the items detailed above would be included as part of the Phase 2 scope of work.

Subtask 1.4 AB 52 Consultation

Consistent with Assembly Bill (AB) 52 (Gatto 2014) requirements, the California Natural Resources Agency recently adopted revisions to Appendix G to include tribal cultural resources as an issue area to be evaluated under CEQA. For the purposes of this scope of work and based on conversations at the pre-bid meeting, it is assumed that up to two Native American tribes may request consultation, pursuant to AB 52. As a first step, Ascent will prepare letters for the County's use in notifying California Native American tribes who have previously requested such notification of their opportunity to request consultation on the project. It is assumed that County staff will send notification letters to the appropriate tribes and will be responsible for the scheduling of all consultation meetings, if requested. For the purposes of this scope of work, it is assumed that up to two tribes may respond, requesting consultation. Ascent's project manager and tribal consultation lead will attend up to two consultation meetings per tribe, be available to discuss AB 52 requirements and the EIR process, and prepare notes summarizing each meeting. Ascent will also compile a record of all consultation materials (i.e., emails, letters, meeting notes, etc.) to be included as part of the administrative record and as evidence of the County's "good faith" and "reasonable effort," pursuant to AB 52.

Deliverables
Meeting Notes for Each Consultation Meeting (Electronic submittal – pdf)
Compiled Record of Consultation (Electronic submittal – pdf)

Subtask 1.5 Prepare Notice of Preparation and Initial Study

Upon completion of the above tasks, Ascent will prepare a draft notice of preparation (NOP). The NOP will include a brief project description, project location, and a list of probable environmental effects. Ascent will provide a brief disclosure of issue areas determined not to be clearly less than significant and not requiring further analysis as part of the Subsequent EIR. Ascent will submit the draft NOP to the County for review, incorporate any comments received, and produce up to 25 hard copies of the final NOP for distribution. Ascent will submit 15 copies of the NOP to the State Clearinghouse, along with a notice of completion (NOC), required by the State CEQA Guidelines Section 15085(d). The NOP will also be provided electronically to the County for posting on the County's website. It is assumed that the County maintains a mailing list of interested agencies and parties, and that Ascent will utilize this list for distribution of the NOP (by certified mail to responsible, trustee, and involved federal agencies). Ascent will also arrange for posting of the NOP in *The Daily Republic*, a local publication serving the project area.

Coordination with responsible/trustee agencies and interested stakeholders would be performed as part of Task 4, below. Upon completion of public review of the NOP, Ascent will review all comments received by the County and discuss, as necessary, with the County whether the scope of environmental analysis needs to be refined based on public comment.

Deliverables	Administrative Draft NOP (Electronic submittal – MS Word and pdf) Public Review NOP (Electronic submittal – MS Word and pdf; 15 and 20 hard copies submitted to State Clearinghouse and the County, respectively)
--------------	--

Subtask 1.6 Scoping Meeting(s)

Ascent staff (project manager and assistant project manager) will prepare for and attend two scoping meetings (one for agencies during the day and one for the general public in the evening) to be held on the same day and be available to discuss the EIR process, as needed. It is assumed that County staff will arrange for the meeting space, and prepare any presentation materials pertaining to the project itself and its technical issues. Ascent will prepare materials (assumed to be a PowerPoint presentation) pertaining to CEQA and the environmental process. Ascent will provide comment cards for use by meeting participants, and will be responsible for capturing summary notes of public and agency comments. It is assumed that verbatim recording or use of a court reporter is not necessary at this time; however, Ascent could arrange for a court reporters to be present, if requested. It is assumed that any noticing beyond the NOP itself will be the responsibility of the County.

Deliverables	Scoping meeting presentation materials on environmental process (PowerPoint slides) Comment cards (30 hard copies) Summary notes of scoping comments (Electronic submittal – MS Word and pdf)
--------------	---

Task 2 Prepare Wildlife Hazard Assessment

SWCA will prepare a wildlife hazard assessment that evaluates the potential for the project to increase wildlife hazards during aircraft operations at Travis Air Force Base. The project site is located within Wildlife Hazard Area Perimeter C, a perimeter established five-miles from runways at the base. This is considered to be an additional sensitive aircraft operating area, and as such, proposed land use changes, including amendments/revisions to a conditional use permit, must be evaluated by a qualified biologist to determine whether increases in wildlife hazards would occur. The analysis will include an assessment of the landfill's existing bird deterrence program and Bird Aircraft Strike Hazard (BASH) strategies, consistent with Zone C requirements identified in the Solano County Airport Land Use Commission (ALUC) Land Use Compatibility Plan (LUCP). It is assumed that the County or Recology will provide the following information: roles of personnel responsible for landfill operations, aircraft movement patterns through the landfill study area, a copy of the current landfill wildlife hazard management plan and a log of past and present landfill management practices, and biological data (collected by ESA) for the landfill. This information will then be compared against bird strike information in the FAA's National Wildlife Strike Database and data from Recology's on-site biological surveys to indicate the relative occurrence of birds at the landfill. SWCA's Qualified Airport Wildlife Biologist (QAWB) will conduct a one day site assessment survey at the existing landfill, the proposed expansion area and the surrounding areas. During the site visit the QAWB will make wildlife observations from a variety of vantage points. The observations will focus on collecting the following data:

- Birds – Record bird species present and note abundance, activity, and location, type of habitat used, time and date of observations. Note evidence of bird activity such as fecal material and regurgitated pellets under structures used for perching.

- ▶ Mammals – Document mammals observed and evidence of mammal activity such as scats, tracks, runs, and burrows and include time and date of observations, activity, location, and type of habitat used. Estimate relative abundance, activity, and habitat use.
- ▶ Habitat Attractants – Assess habitats and man-made attractants on and around the landfill.
- ▶ Wildlife/Habitat Relationship – Observe and record how the wildlife observed is using the habitat on the landfill.

Based on the analysis conducted, SWCA will provide recommendations to reduce wildlife hazards (if necessary), including modifications to the existing Plan or project. SWCA will provide a draft report to the County for review and comment. Upon receipt of a one set of consolidated and reconciled comments, a final wildlife hazard assessment will be prepared and included as an appendix to the Subsequent EIR.

Deliverables	Initial Draft Wildlife Hazard Assessment (Electronic submittal – MS Word and pdf)
	Final Draft Wildlife Hazard Assessment (Electronic submittal – MS Word and pdf)

Task 3 Prepare Draft Subsequent EIR

Subtask 3.1: Prepare Administrative Draft Subsequent EIR

Ascent prepares environmental documents to be easily readable, as well as technically sound and credible. Any highly technical information needed to support the analysis will be included in a technical appendix, and a clear and concise summary of this information will be presented in the Subsequent EIR. The environmental setting and regulatory setting for each resource area will only focus on the issues of potential environmental impact concern for the project. At this time, the Subsequent EIR is proposed to include chapters addressing the following:

Introduction

Ascent will prepare an introduction to the Subsequent EIR that describes the history of the landfill and the project, and the environmental review process to date including a summary of past environmental documents for the project site.

Project Description

An accurate and complete project description is central to EIR defensibility and sets the stage for the EIR analysis. Ascent will use project information received from the County, Recology, and its consultants to prepare the Subsequent EIR project description as early in the process as possible to confirm that all elements of the project are appropriately described. Ascent will work with County staff to fill in any gaps we identify. The Subsequent EIR project description will identify project objectives; project characteristics, including permanent project features and operational details (e.g., additional years of landfill operation as a result of project); construction information such as phasing, timing (to the degree known), and equipment use; and a list of discretionary approvals expected to be needed for project implementation. The draft project description will also describe existing operational characteristics and features of the existing landfill, such as groundwater, surface water, leachate, and landfill gas monitoring activities. The project description will include a list of potentially required permitting actions and other information relevant to an understanding of the project.

Aesthetics and Visual Resources

The Subsequent EIR analysis will describe how implementation of the project would alter views of the site from State Route (SR) 113, Hay Road, and nearby viewpoints, and describe any light- and glare-related impacts.

Mitigation will be recommended to reduce or eliminate project impacts, where necessary. Visual simulations are not anticipated to be required and are not included as part of this scope of work.

Agricultural Resources

It is anticipated that, upon completion of review of the components of the project and preparation of the NOP, this issue area will be deemed appropriately evaluated as part of the 1993 EIR and other subsequent documentation. Ascent will include justification as part of a separate chapter devoted to issues not evaluated further within the Draft Subsequent EIR for this determination.

Air Quality and Greenhouse Gas Emissions

Based on information provided by Recology and County staff, it is assumed that Sierra Research, under contract directly with Recology, will provide a stand-alone technical report that evaluates the potential increases in criteria air pollutants, toxic air contaminants, and greenhouse gas emissions, as a result of project implementation. Ascent will incorporate the results of that study into an EIR section that meets the requirements of CEQA. Peer review of the technical study will be conducted as part of Task 1.2, and it is assumed that any comments submitted to Recology's consultant will be addressed prior to incorporation into the Subsequent EIR by Ascent. If necessary and not otherwise provided by Sierra Research, Ascent will provide a qualitative evaluation of odors based on current and historic noise complaints. Based on statements made by Recology staff at the pre-bid meeting, the majority of odor complaints at the Hay Road Landfill are related to current composting activities, which would be modified by the project. Ascent will also, based on similar composting activities at other Recology facilities, include a qualitative evaluation of whether the modifications would result in reduced odors perceived by nearby receptors.

Biological Resources

The biological resources section will summarize the results of previous studies conducted at the project site by Recology's current and previous biological consultants, the observations made onsite during Task 1, local biological inventories, and California Department of Fish and Wildlife (CDFW) and US Fish and Wildlife Service (USFWS) databases for local/regional sensitive species. Based on our current understanding of the site, the majority of the existing landfill is nonnative grassland with some vernal pools and wetlands within the greater site.

The environmental setting section of the biological resources section of the Subsequent EIR will be prepared and will include an exhibit showing the location and extent of potential sensitive biological resources in the project area. Potentially significant direct and indirect impacts on biological resources that could result from implementation of the project will be described. Feasible and practical mitigation measures that would minimize or eliminate potential adverse impacts on biological resources will be provided.

Cultural and Paleontological Resources

Using a stand-alone cultural resources technical report to be provided by Recology and peer-reviewed as part of Task 1, Ascent will prepare a cultural resources section of the Subsequent EIR. It is assumed that the cultural report will include updated records search information, including contact with the Native American Heritage Commission (NAHC). Peer review of the technical study will be conducted as part of Task 1.2, and it is assumed that any comments submitted to Recology's consultant will be addressed prior to incorporation into the Subsequent EIR by Ascent. Ascent will also summarize the results of the AB 52 consultation as part of this section of the Subsequent EIR.

The Subsequent EIR section will include a discussion of the applicable federal, State, or local policies and regulations; a summary of the prehistory and history of the project area; a summary of the methods used to evaluate cultural resources, as described in the technical report; a listing of the criteria for determining significance; a description of historic properties or historical resources; and a list of impacts and related mitigation measures.

Geology and Soils

This section will analyze potential project-related environmental impacts related to soil stability, landslides, seismicity, and soil erosion. It is assumed that the project applicant will provide some information regarding geologic/geotechnical evaluations of the project area (primarily the new disposal area), or the Subsequent EIR will be based on other available published information (soils maps, general plan discussions, etc.). The Subsequent EIR will provide a brief description of the geologic setting, including soil characteristics, and topography. The Subsequent EIR will describe any modifications to the landfill's existing groundwater monitoring system as part of its analysis. Ascent will recommend feasible mitigation measures to reduce or avoid significant impacts. Ascent will also evaluate potential impacts related to mineral resources as part of this section of the Subsequent EIR.

Hazards and Hazardous Materials

The Subsequent EIR will describe the existing site operations and will identify any potential human exposure hazards associated with these operations. The potential for the proposed landfill modifications to increase the use of hazardous materials or to increase the acceptance of hazardous materials will be identified. The facility's Hazardous Materials Business Plan will be discussed and necessary updates to this plan will be identified based on changes to the types and/or quantities of hazardous materials being handled at the facility. It is also anticipated that a substantial portion of this analysis will focus on increasing the allowable area within the existing landfill property for friable asbestos disposal. The Subsequent EIR will describe any modifications to the landfills existing vector control protocol, hazardous waste screening, and landfill gas management system as part of its analysis.

The storage, processing and composting of waste materials on the site can attract flies, rodents and other vectors. As part of the project operations, the facility operator currently uses a number of techniques to control vectors. The effectiveness of these and other potential measures to control vectors associated with the modified operations will be evaluated. In addition, other best management practices will be identified, as appropriate.

Compost material has the potential to spontaneously combust at high temperature and low moisture content, creating a potential fire hazard. The potential fire hazards associated with the modified composting operations will be determined in the Subsequent EIR.

Hydrology and Water Quality

Ascent will use all applicable groundwater studies and reports, including groundwater monitoring results, already prepared for the landfill in the Subsequent EIR analysis. The Subsequent EIR will describe the existing hydrologic setting of the site and surrounding area. Local drainage conditions will be discussed, as well as the regulatory context for both drainage control and water quality. The information included in the previous CEQA documentation and recent planning documents regarding the site's existing drainage characteristics will be summarized. The existing drainage facilities that could be affected by the proposed project will be identified.

Based on existing studies and documentation, this section will include an assessment of the water quality effects of implementing the proposed modifications. The Subsequent EIR will also describe any modifications to the landfills existing leachate and surface water monitoring systems as part of its analysis. Potential water quality degradation and soil erosion within the site's drainage system associated with site construction and operations will be qualitatively described. The focus of the analysis will be on the operational components of the project that could degrade water quality due to the large volume of waste materials that would be processed on the site, although a discussion of potential construction effects and how best management practices will be implemented may also be necessary. Original research, additional subsurface exploration, additional laboratory testing, and additional modeling are assumed to not be needed. Mitigation measures will be recommended for significant and potentially significant effects.

Noise and Vibration

The Subsequent EIR setting will include a presentation of fundamental noise principles and descriptors; identification of applicable federal, State, and County regulations; and a description of existing noise conditions within the project area and the nearby vicinity. The noise setting will include identification of major noise sources in the area (e.g., vehicle traffic on State Route 113, Travis Air Force Base, agricultural activities), ambient noise levels, and natural factors that relate to the attenuation thereof. This information will be based on existing documentation and site reconnaissance. No noise measurements will be conducted as part of this scope of work.

Ascent will assess noise generated by the construction and operation of new facilities on the project site using published reference noise level measurements for the types of equipment that would be used, and will estimate the resultant levels of noise exposure at the closest off-site noise-sensitive receptors using standard attenuation rates using calculation methods recommended by Caltrans and the Federal Transit Administration. Noise-generating activities analyzed will include the deepening and widening of the soil borrow pit, equipment operated as part of the new processing of construction and demolition (C&D) materials, the organics transload facility, operations associated with the friable asbestos disposal area, construction of new structures, and demolition of existing structures.

Ascent will also evaluate traffic noise levels associated with project-related vehicle trips. The traffic noise analysis will account for an increase in peak daily disposal tonnage at the landfill. As outlined in the scope for transportation and circulation below, it is assumed that this analysis will not involve a change in the number of vehicles but may result in a change in the type of vehicles (e.g., use of multi-trailer disposal vehicles instead of single-trailer vehicles). For project-generated transportation-related noise, average daily traffic volumes and distribution characteristics from existing County and landfill records and prediction methods will be used to assess increases at noise-sensitive receptors located along affected routes. Traffic noise levels will be estimated using equations and methods consistent with the Federal Highway Administration's Traffic Noise Model. Traffic model runs will be performed for up to six different local roadway segments. It is assumed that none of the new/modified vehicle trips would occur during noise-sensitive nighttime hours when they could have the potential to result in sleep disturbance at residential receptors. Vibration impacts will be dismissed because the project would not result in the operation of new sources that generate substantial levels of ground vibration near vibration-sensitive receptors, and none of the facilities included in the project would be sensitive to ground vibration. Mitigation measures will be prepared, as needed, that clearly identify timing, responsibility, and performance standards.

Population and Housing

It is anticipated that, upon completion of review of the components of the project and preparation of the NOP, this issue area will be deemed appropriately evaluated as part of the 1993 EIR and other subsequent documentation. Ascent will include justification as part of a separate chapter devoted to issues not evaluated further within the Draft Subsequent EIR for this determination.

Public Services

It is anticipated that, upon completion of review of the components of the project and preparation of the NOP, this issue area will be deemed appropriately evaluated as part of the 1993 EIR and other subsequent documentation. Ascent will include justification as part of a separate chapter devoted to issues not evaluated further within the Draft Subsequent EIR for this determination.

Public Utilities

It is anticipated that, upon completion of review of the components of the project and preparation of the NOP, this issue area will be deemed appropriately evaluated as part of the 1993 EIR and other subsequent documentation. Ascent will include justification as part of a separate chapter devoted to issues not evaluated further within the Draft Subsequent EIR for this determination.

Transportation and Circulation

KD Anderson will prepare a stand-alone traffic analysis that evaluates the potential transportation and circulation impacts associated with the increase in peak tonnage, addition of an organics transload facility, and special disposal events that may be hosted at the landfill in the future, and that is consistent with Solano County and Caltrans requirements.

As part of the traffic study, the existing circulation system and traffic operating conditions around the landfill will be described. Current intersection capacities will be determined based on Solano County GP thresholds or other measures accepted by Caltrans District 4, and intersection operating Levels of Service will be calculated based on new traffic count data. Based on the 2012 IS/MND that was prepared for the site, the following intersections have been preliminarily identified for analysis during a.m. and p.m. midweek peak hours:

1. I-80 WB ramps / Oday Rd
2. Midway Rd / Oday Rd
3. I-80 EB ramps / Midway Rd
4. Midway Rd / Porter Rd

An additional, four intersections will be analyzed during a.m. and p.m. midweek peak hours and Saturday peak hour:

1. SR 113 / Midway Rd
2. SR 113 / SR 12
3. SR 113 / Hay Rd
4. Hay Rd / Project Entrance

The following six roadway segments will also be addressed:

1. Hay Rd west of SR 113
2. SR 113 south of Hay Rd
3. SR 113 north of Hay Rd
4. SR 113 south of Midway Rd
5. Midway Rd west of SR 113
6. Midway Rd west of Porter Rd

A field review of study area intersections and roadway segments will be conducted. Operating Levels of Service (LOS) and roadway system performance will be analyzed using methodologies acceptable to the County. Intersection analysis methodology presented in the 2010 Highway Capacity Manual (HCM) will be used, and roadway segment LOS will be identified based on thresholds presented in the Solano General Plan DEIR. Any current design limitations or safety deficiencies on study area roads and intersections will be identified. Peak hour traffic signal warrants will be assessed at study intersections.

The number of trips that may be generated by the various uses of the project will be estimated through application of trip generation rates developed from new traffic counts and discussion with the landfill operator with regard to the projected uses. The extent to which the proposed project results in increased daily or peak hour haul activity will be determined from the project description and the number of additional trips generated by the project will be determined for each future year. The distribution of project automobiles and truck trips will be determined based on consideration of the landfill's current and anticipated service area.

New Project trips will be superimposed onto the background volumes to create the "Plus Project" scenarios for existing and future year conditions. Resulting Levels of Service will be calculated and compared to the thresholds

of significance adopted by Solano County for study intersections and roadway segments. Peak hour traffic signal warrants will be evaluated.

The Solano-Napa regional travel demand forecasting model will be employed to help forecast future background traffic volumes for the study area. Daily segment and peak hour turning movement traffic volume forecasts will be made using the growth increment method techniques contained in Transportation Research Board's (TRB's) NCHRP Report 255, Highway Data for Urbanized Area Project Planning and Design. Operating LOS and roadway system performance will be analyzed for the 'No Project' conditions.

The extent to which mitigation measures are needed to reduce project specific impacts to a less than significant level will be identified. Alternative mitigation measures required to eliminate current safety problems, to reduce project impacts to a less than significant level, or to meet other County or Caltrans standards will be identified.

Upon completion of the technical analysis, a written report will be prepared describing the analysis, results and conclusions for inclusion as an appendix to the EIR. It is assumed that the traffic report will undergo one round of review by the County and/or applicant/other agencies prior to finalization and inclusion in the EIR. Using the stand-alone traffic study, which will be included as an appendix to the Subsequent EIR, Ascent will prepare the transportation and circulation section of the EIR.

Cumulative Impacts

The Ascent team will evaluate the impacts of cumulative development on the resource issues evaluated in the Subsequent EIR. To the degree feasible, Ascent will incorporate the analysis included in the previous EIR. Ascent will work closely with County staff to establish the cumulative setting, which involves identification of a reasonably foreseeable related development based on existing land use diagrams and an accurate list of cumulative projects (proposed, approved, and under construction). The Subsequent EIR section will also describe how the cumulative spatial context varies among, and even within, the various environmental issues areas.

Alternatives

The Subsequent EIR will include a comprehensive discussion of feasible alternatives to the proposed project. The alternatives analysis will recognize that the project site is already used as a landfill. Up to four alternatives, including the No Project Alternative will be evaluated in the Subsequent EIR. The three action alternatives will be determined through consultation with the County and Recology, and will be based on reducing environmental impacts. Potential alternatives could include mitigated design and/or an offsite alternative. If it is determined that an offsite alternative is not feasible, the Subsequent EIR will include a discussion describing why this conclusion was reached.

Once a reasonable range of alternatives has been determined, each alternative will be analyzed at a level of detail less than that of the proposed project but will include sufficient detail to allow a comparison of the impacts.

Growth Inducement

This section will qualitatively evaluate the project's potential to induce growth and subsequent environmental impacts that would occur (pursuant to CEQA Guidelines Section 15126[d]). The project is not expected to be growth inducing, per se, and the analysis will be brief. It is not anticipated that the modification of activities or allowing peak daily disposal to increase at the site would be a source of substantial growth.

Significant and Unavoidable Impacts

This section will clearly and succinctly summarize significant and unavoidable environmental effects of the proposed project and alternatives as evaluated in the Subsequent EIR.

Other Sections Required by Statute

CEQA provides very specific requirements for the contents of an EIR. Ascent will provide the County with a complete EIR, containing sections required by CEQA. Sections required by CEQA not mentioned above include table of contents, an executive summary, an introduction, effects not found to be significant, a discussion of irreversible commitment of resources, references, and a list of individuals and agencies consulted. The Subsequent EIR will include visual aids, such as maps and diagrams, to clearly present the environmental analysis to the decision makers, responsible agencies, and the public.

Ascent will assemble all sections of the Subsequent EIR and will produce one cohesive document. The document will comply with the County's typical format and style. Ascent will submit ten (10) hard copies and one (1) CD of the Administrative Draft Subsequent EIR and appendices to County staff for review.

It is assumed the County will provide Ascent with one set of consolidated and reconciled comments on the Administrative Draft Subsequent EIR.

Deliverables	Administrative Draft Subsequent EIR (Electronic submittal – MS Word and pdf)
--------------	--

Subtask 3.2: Respond to Team Comments and Prepare Screencheck Draft Subsequent EIR

Ascent will prepare revisions to the Administrative Draft Subsequent EIR and will prepare a Screencheck Draft Subsequent EIR, draft Notice of Availability (NOA), and draft Notice of Completion (NOC). It is assumed the County will provide Ascent with one set of consolidated and reconciled comments on the Screencheck Draft Subsequent EIR.

Deliverables	Draft Notice of Completion (Electronic submittal – MS Word and pdf) Draft Notice of Availability (Electronic submittal – MS Word and pdf) Screencheck Draft Subsequent EIR (Electronic submittal – MS Word and pdf)
--------------	---

Subtask 3.3: Respond to Team Comments and Prepare Draft EIR

Ascent will prepare revisions to the Screencheck Draft Subsequent EIR and will prepare a Public Draft Subsequent EIR, Final NOA, and Final NOC. Ascent will deliver the NOC and the required copies of the Draft EIR to the State Clearinghouse. Ascent would utilize the distribution list for the NOP (by certified mail to responsible, trustee, and involved federal agencies) to distribute the NOA, which will include a description of where the Subsequent EIR may be viewed (online and local repositories). Ascent will also arrange for posting of the NOA in *The Daily Republic*, a local publication serving the project area.

Deliverables	Final Notice of Completion (Electronic submittal – MS Word and pdf) Final Notice of Availability (Electronic submittal – MS Word and pdf) Draft EIR (Up to 35 hard copies for distribution and 5 CDs with MS Word and pdf versions of each section of the EIR)
--------------	--

Subtask 3.4: Public Hearing on Draft EIR

Ascent's project manager and assistant project manager will prepare for, attend and, if desired by the County, present at one public hearing on the Draft Subsequent EIR. Ascent will be available to describe the conclusions presented in the Subsequent EIR and respond to questions on the Subsequent EIR analysis. Ascent will prepare

materials (assumed to be portions of a PowerPoint presentation) pertaining to CEQA and the environmental process. Ascent will provide comment cards for use by meeting participants, and will be responsible for capturing summary notes of public and agency comments. It is assumed that verbatim recording or hire of a court reporter is not necessary. Additional meetings, including support of County staff at Airport Land Use Commission meetings, Planning Commission meetings, and other public forums, will be performed as part of Task 4.

Deliverables	Public hearing presentation materials on environmental process (1 set of PowerPoint slides)
	Comment cards (30 hard copies per meeting)
	Summary notes of scoping comments (Electronic submittal – MS Word and pdf)

Task 4 Prepare Final Subsequent EIR

Subtask 4.1: Administrative Final Subsequent EIR

Ascent will review the written and oral comments received during the Draft Subsequent EIR comment period and respond to those comments. For budgetary purposes, 48 hours of professional technical staff time (excluding word processing/document production) have been assumed for preparing responses to comments. If comments require more effort than has been assumed in this scope, a contract amendment will be required. Ascent will compile a standalone Administrative Final Subsequent EIR that will include an introduction, summary of the project, comment letters and oral testimony provided on the EIR, and responses to each raised environmental issue. If during preparation of formal responses, the need for additional technical analysis/studies is identified, Ascent will coordinate with County staff to determine how best to perform and include the additional analysis. A separate "Revisions to the Draft EIR" section will be included, if needed, to document changes or corrections to the text of the EIR. This scope of work assumes that the Draft Subsequent EIR will not be reproduced within the Final Subsequent EIR. Rather, the Draft Subsequent EIR together with the response to comments document will constitute the Final Subsequent EIR.

It is assumed that the County will provide Ascent with one set of consolidated and reconciled comments on the Administrative Final Subsequent EIR.

Deliverables	Administrative Final Subsequent EIR (Electronic submittal – MS Word and pdf)
--------------	--

Subtask 4.2: Screencheck Final Subsequent EIR

Ascent will incorporate the comments received and will prepare the Screencheck Final Subsequent EIR. It is assumed that the County will provide Ascent with one set of consolidated and reconciled comments on the Screencheck Final Subsequent EIR. Ascent will also prepare an NOA to be circulated to commenting agencies, responsible agencies, local agencies, and interested persons/parties about the release of the Final Subsequent EIR.

Deliverables	Draft Notice of Availability (Electronic submittal – MS Word and pdf)
	Screencheck Final Subsequent EIR (Electronic submittal – MS Word and pdf)

Subtask 4.3: Final Subsequent EIR

Ascent will incorporate the comments received and will prepare the Public Final Subsequent EIR. It should be noted that the County, as lead agency under CEQA, is only required to provide written responses to public agency comments received during public review of the EIR. Ascent will revise the NOA based on County comments and distribute the NOA to commenting agencies, responsible agencies, local agencies, and interested persons/parties.

Ascent will attend and, if desired by the County, present at two public hearings on the Final Subsequent EIR. Ascent will be available to describe the conclusions presented in the EIR and respond to questions on the EIR analysis.

Deliverables	Final Notice of Availability (Electronic submittal – MS Word and pdf)
	Final EIR (20 hard copies for distribution and five CDs with MS Word and pdf versions of each section of the EIR)

Subtask 4.4: Mitigation Monitoring and Reporting Program

Ascent will prepare the Mitigation Monitoring and Report Program (MMRP), based on the mitigation measures of the EIR, as amended through responses to comments and the Final Subsequent EIR. It is assumed that one draft and one final version of the MMRP would be provided electronically to the County. The MMRP would also be included as part of the Final Subsequent EIR document.

Deliverables	Administrative Draft MMRP (Electronic submittal – MS Word and pdf)
	Final MMRP (Electronic submittal – MS Word and pdf)

Subtask 4.5: Prepare Findings and Statement of Overriding Considerations

Ascent will prepare an administrative draft of CEQA Findings and, if there are significant and unavoidable impacts, a Statement of Overriding Considerations (SOC). The Findings/SOC will specify which mitigation measures have been incorporated into the project and those measures that have not, and will explain why certain measures have been found to be infeasible. If applicable, the Findings/SOC will also identify feasible project alternatives that could reduce adverse environmental effects but are not being implemented, with an explanation as to why they are considered to be infeasible. It is assumed that County staff will finalize the Findings/SOC document based on County staff and counsel comments.

Ascent will be responsible for preparing and posting of the Notice of Determination (NOD) following project and Final EIR approval and certification. It is assumed that the Authority would handle the CDFW filing fees associated with the NOD. Should the decision to certify the EIR be appealed, Ascent staff will be available to the County when presenting before the Board of Supervisors or in drafting a response with an amendment to this scope of work. Pending certification of the EIR by the Planning Commission, Ascent will prepare a clean copy of the Final Subsequent EIR, which incorporates changes in to the Draft Subsequent EIR and MMRP.

Deliverables	Administrative Draft Findings/SOC – Electronic submittal (MS Word and pdf)
	Administrative Draft NOD – Electronic submittal (pdf)
	Final NOD – Electronic submittal (pdf)
	Clean copy of the Final Subsequent EIR (1 hard copies and electronic submittal with Word and pdf versions of each section of the EIR)

Task 5 Project Management, Meetings, and Coordination

Ascent's management team will devote effort each month to ensure an efficient and timely process for project execution. In our experience, early identification of issues and agreement upon resolution is tantamount to maintaining an overall project schedule. Our efforts will include close coordination with County staff about project issues, as they arise. Ascent will maintain close communication with County staff to ensure that the County's objectives are met, the schedule is maintained, and the project is implemented within established budget parameters. Ascent will prepare monthly progress reports regarding the project schedule, status of environmental tasks, information needs, and status of the contract.

We have budgeted for up to four in-person project team meetings during the project. These meetings would be attended by Ascent's project director/principal, project manager, and up to one technical analyst to be selected based on anticipated topics, or the assistant project manager. If additional meetings are required, they may be added with amendment to scope and budget.

Deliverables	Monthly progress reports (Electronic submittal – pdf)
--------------	---

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

A. Project costs and payment shall be on the basis of Contractor's proposal for the Recology Hay Road Landfill EIR as described in Exhibit B-1.

Contractor shall identify on the monthly invoice a summation of the services provided for each category as outlined in the above schedule.

1. METHOD OF PAYMENT

A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

B. County agrees to pay Contractor the total contract amount as set forth in Section 3 of the Standard Contract on a "not-to-exceed" basis for the performance of the services described in Exhibit A insofar as they apply to completion of services provided to the satisfaction of the County. Payment shall be made for services rendered by Contractor and approved by County, according to this Exhibit.

C. County will endeavor to make payments within 30 days of receipt and approval of Contractor's invoices, but shall not be held liable for any penalties beyond 30 days.

**EXHIBIT B-1**

COST ESTIMATE - REVISION 1														
Proposal for Recology Hay Road Landfill EIR														
Ascent Environmental, Inc.														
April 21, 2017														
LABOR COSTS		Principal	Project Manager	Asst. PM Planner	Senior Biologist	Wildlife Biologist	Senior Air/GHG/Noise	Air/GHG/Noise	Planner/ Cultural	GIS/ Graphics	Word Processing	Total Hours	Total Dollars	
	Rate/Hour	Alling \$230	Mundhenk \$170	Rasmussen \$135	Leeman \$185	Fuller \$130	Kerr \$165	Hom \$130	Cunningham \$120	Kashiwase \$110	Matei \$95			
Task 1: Project Initiation and Scoping														
1.1 Kickoff Meeting		6	10									16	\$ 3,080	
1.2 Peer Review Applicant-Prepared Studies and Identify Data Needs		4	16	8	4	16	4	8	8			68	\$ 10,200	
1.3 Site Visit			6	6		6						18	\$ 2,610	
1.4 AB 52 Consultation		4	16						36			56	\$ 7,960	
1.5 Prepare Notice of Preparation and Initial Study		4	16	24						4	8	56	\$ 8,080	
1.6 Scoping Meeting(s)		8	8	12								28	\$ 4,820	
Subtotal, Task 1		26	72	50	4	22	4	8	44	4	8	242	\$ 36,750	
Task 2: Prepare Wildlife Hazard Assessment		2	2		2							6	\$ 1,170	
Subtotal, Task 2		2	2	0	2	0	0	0	0	0	0	6	\$ 1,170	
Task 3: Prepare Draft Subsequent Environmental Impact Report														
3.1 Prepare Administrative Draft Subsequent EIR		32	124	120	12	64	6	40	64	32	24	518	\$ 74,850	
3.2 Respond to Team Comments and Prepare Screencheck EIR		24	64	64		4		8		12	16	192	\$ 29,440	
3.3 Respond to Team Comments and Prepare Draft EIR		8	24	36						8	16	92	\$ 13,180	
3.4 Public Hearing on the Draft EIR		6	12	12								30	\$ 5,040	
Subtotal, Task 3		70	224	232	12	68	6	48	64	52	56	832	\$ 122,510	
Task 4: Prepare Final Subsequent Environmental Impact Report														
4.1 Prepare Administrative Final Subsequent EIR		16	40	20	2		2				16	96	\$ 15,400	
4.2 Prepare Screencheck Final EIR		12	16	24							12	64	\$ 9,860	
4.3 Prepare Final Subsequent EIR		12	16	20							8	56	\$ 8,940	
4.4 Mitigation Monitoring and Reporting Program		2	4	8							2	16	\$ 2,410	
4.5 Prepare Statement of Overriding Considerations and Findings		4	20	32							8	64	\$ 9,400	
Subtotal, Task 4		46	96	104	2	0	2	0	0	0	46	296	\$ 46,010	
Task 5: Project Management, Meetings, and Coordination														
Project Management		50	82				16					148	\$ 28,080	
Subtotal, Task 5		50	82	0	0	0	16	0	0	0	0	148	\$ 28,080	
Total Labor Hours		194	476	386	20	90	28	56	108	56	110	1524		
Total Labor Dollars		\$44,620	\$80,920	\$52,110	\$3,700	\$11,700	\$4,620	\$7,280	\$12,960	\$6,160	\$10,450		\$ 234,520	
SUBCONSULTANTS/DIRECT COSTS														
1. SCWA FAA-Qualified Biologist (including 5% administrative cost)												\$	8,946	
2. KD Anderson Traffic Study (including 5% administrative cost)												\$	15,141	
3. Printing (55 EIR hardcopies @ \$100/document)												\$	5,500	
4. Other Reproduction												\$	1,000	
5. Mileage/Parking/Travel (Assumes up to 500 vehicles miles)												\$	268	
6. Maps/Supplies/Photos												\$	200	
7. Postage/Delivery												\$	1,500	
8. Miscellaneous												\$	100	
Subconsultant / Direct Cost Total												\$	32,655	
												TOTAL ESTIMATED FEE	\$	267,175

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, code1 (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:
(Including operations, products
and completed operations.) | \$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. |
| (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.



Solano County

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

Agenda Submittal

Agenda #: 20 **Status:** Consent Calendar
Type: Contract **Department:** Resource Management
File #: 17-397 **Contact:** Jag Sahota, 784-3308
Agenda date: 6/6/2017 **Final action:**
Title: Approve the renewal of an agreement with the Fairfield-Suisun Sewer District for the Department of Resource Management to provide water pollution prevention inspections on behalf of the district for \$175,000 for the period of July 1, 2017 through June 30, 2022; and Authorize the Director of the Department of Resource Management to execute the agreement and any subsequent amendments, subject to concurrence by the County Administrator and County Counsel, on behalf of the County
Governing body: Board of Supervisors
District: All
Attachments: [A- Agreement](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve the renewal of an agreement with the Fairfield-Suisun Sewer District for the Department of Resource Management to provide water pollution prevention inspections on behalf of the district for \$175,000 for the period of July 1, 2017 through June 30, 2022; and
2. Authorize the Director of Resource Management to execute the agreement and any subsequent amendments, subject to concurrence by the County Administrator and County Counsel, on behalf of the County.

SUMMARY/DISCUSSION:

Solano County currently has an agreement with the Fairfield-Suisun Sewer District (District) to perform water pollution prevention inspections for the District through June 30, 2017. These inspections are performed by the Department of Resource Management, Environmental Health Services Division during routine inspections of hazardous materials and retail food facility businesses located within the District's boundaries. Incorporating the District required inspections into the inspections already performed by department staff is a more efficient and less disruptive method to implement the water pollution prevention program on the business community. The Department seeks approval to enter into a new agreement with the District to continue this mutually beneficial water pollution prevention inspection program from July 1, 2017 through June 30, 2022.

FINANCIAL IMPACT:

There is no net county cost anticipated from this program. The inspections for the District are incorporated into the routine inspections already performed by the department, and no increase in staffing is required for

implementation of this program. The District will reimburse the Department for actual costs associated with water pollution prevention program inspections up to a total of \$175,000 through June 30, 2022. The Department's FY2017/18 requested budget includes \$35,000 in revenue for performing these inspections. This revenue will be projected for each subsequent fiscal year through the end of FY2020/22

DISCUSSION:

The District is required by the Bay Area Regional Water Quality Control Board to implement a water pollution prevention program. This program requires that the District control the discharge of storm water and wastewater from residences and business within the District's service area, which encompasses the incorporated areas of the cities of Fairfield and Suisun City. As part of this program, the District is required to make inspections of businesses to inform them about water pollution prevention and to ensure that prohibited wastes (such as hazardous waste, grease, fats and oil) are not improperly disposed into the sanitary sewer or storm drainage systems.

The Department inspects businesses that use hazardous materials and generate hazardous wastes as part of the implementation of the Certified Unified Program Agency (CUPA) program for Solano County. The intent of the CUPA program is to reduce the number of inspections and agencies overseeing facilities using or generating hazardous materials and wastes by having all inspections performed by one, state approved agency. As part of its retail food protection program the Department also inspects food facilities that generate fats, oils and grease during food preparation and clean up activity. The District, recognizing that the Department already has staff with the required expertise at the businesses that fall into the District's water pollution prevention program, has entered into past agreements with the county for the department to perform water pollution prevention inspections on behalf of the District. The Board of Supervisors first authorized such an agreement on May 11, 1999, and most recently on June 12, 2012. This most recent agreement expires on June 30, 2017. The District has contacted the Department and requested that the County enter into a new agreement that will continue to have department staff conduct the water pollution prevention inspections during normal CUPA and food facility program inspections through June 30, 2022. The agreement will also allow for follow-up water pollution prevention inspections by department staff if a major violation is observed, such as discharge of a hazardous material to a storm drain. Any required water pollution prevention program enforcement activity will be referred back to the District.

ALTERNATIVES:

The Board may choose not to approve the agreement and not to authorize the Director of the Department of Resource Management to execute agreement documents. This is not recommended as this agreement provides efficient implementation of the water pollution prevention program at no cost to the county, and is less disruptive to local area businesses.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed this agreement and concurs. Fairfield-Suisun Sewer District staff and their counsel have also reviewed this agreement and concur.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**AGREEMENT FOR SERVICES
WATER POLLUTION PREVENTION INSPECTION CONTRACT**

THIS Agreement, hereinafter referred to as "Agreement," is made and entered into this day of June, 2017, by and between the FAIRFIELD-SUISUN SEWER DISTRICT, hereinafter referred to as "DISTRICT" and the County of Solano, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, DISTRICT desires to contract for Water Pollution Prevention Inspection services which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, COUNTY is willing and qualified to do said inspection work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. DUTIES OF COUNTY

- A. The COUNTY shall provide services required for the PROJECT as described in the Scope of Work, Exhibit "A", which is incorporated herein by reference.
- B. COUNTY hereby warrants that COUNTY and all of said COUNTY's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, Exhibit "A," as may be required in the State of California, if any. Failure of COUNTY, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certificates shall provide grounds for immediate termination thereof.
- C. COUNTY shall perform the PROJECT work in such a manner as to fully comply with all applicable professional standards of care.
- D. The DISTRICT's approval of reports and other services furnished hereunder shall not in any way relieve COUNTY of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement.
- E. COUNTY shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit "A" have been completed. It is agreed between COUNTY and DISTRICT that those provisions of this Agreement which by their nature continue beyond termination of the Agreement shall continue beyond such termination.

II. DUTIES OF DISTRICT

The DISTRICT, without cost to COUNTY, will provide all pertinent information reasonably available to it, which is necessary for performance by COUNTY under this Agreement, including previous reports and data relative to the PROJECT. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. COUNTY will use its professional judgment in the review and use of data so provided. However, COUNTY will not be liable for any error or omission in any data furnished by DISTRICT and reasonably used by COUNTY. To this extent COUNTY is entitled to rely on all data provided by DISTRICT.

III. MISCELLANEOUS PROVISIONS

- A. COUNTY shall not assign any rights or duties under this Agreement to a third party without the prior written consent of DISTRICT.
- B. It is understood by and between the parties hereto that COUNTY, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of DISTRICT.

- C. The District does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by COUNTY in the performance of this Agreement.

IV. COMPENSATION OF COUNTY

- A. Basis of Compensation: For and in consideration of the professional services to be provided by COUNTY hereunder, DISTRICT agrees to pay COUNTY, and COUNTY agrees to accept from DISTRICT compensation for said services on a time and material basis with a maximum fee not to exceed one hundred and seventy-five thousand DOLLARS (\$175,000) in accordance with the "Fee Schedule" as attached as Exhibit B, which is incorporated herein by reference. Exhibit B may be revised once each contract fiscal year (July 1 through June 30) by COUNTY to reflect reasonable changes in COUNTY's "Fee Schedule." Should DISTRICT disagree with a change made by COUNTY to its "Fee Schedule" DISTRICT may terminate this Agreement upon ten (10) calendar days' written notice to COUNTY, in accordance with the TERMINATION provisions of Article VII of this Agreement, notwithstanding that a change in the "Fee Schedule" does not necessarily give rise to a termination "for cause".
- B. Change in Scope of Work: Adjustment in compensation for changes in scope of work authorized in writing by the General Manager of the DISTRICT shall be based on the Fee Schedule attached as Exhibit B. Changes in scope of work so authorized shall not exceed twenty percent of the total maximum fee. No payment shall be made for changes unless authorized in writing by the DISTRICT.
- C. Monthly Payment to COUNTY: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from COUNTY, provided that all invoices are accompanied by cost documentation determined to be sufficient by the DISTRICT to allow the determination of the reasonableness and accuracy of said invoice. In the event that a payment dispute arises between the parties, COUNTY shall provide to the DISTRICT full and complete access to COUNTY's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.
- D. Notification at 75% of maximum fee: COUNTY is to notify the DISTRICT when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, COUNTY shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in the Scope of Work, Exhibit "A," shall be greater or less than the maximum fee. Receipt by the DISTRICT of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which the DISTRICT may have under this Agreement.

V. TIME OF COMPLETION

The term of this Agreement shall extend through June 30, 2022, unless otherwise terminated or extended pursuant to the provisions of the Agreement.

VI. COUNTY'S ASSIGNED PERSONNEL

COUNTY designates the Department of Resource Management's Environmental Health Services Division Manager or his or her designee to have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement.

No subcontract shall be awarded, or an outside consultant engaged, by the COUNTY, unless the COUNTY has made written request to use such subcontractor or outside consultant and the DISTRICT has approved its request in writing. The written approval of the DISTRICT resulting in the use of or engagement of a subcontractor or outside consultant does not relieve the COUNTY of the obligations or covenants set forth in this Agreement.

VII. TERMINATION

- A. Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- B. Upon receipt of a termination notice, COUNTY shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, information, and materials as COUNTY may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.
- C. Upon termination under Article VII., the sole right and remedy of COUNTY shall be to receive payment for all amounts due and not previously paid to COUNTY for services performed in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the DISTRICT and any other reasonable cost incidental to such termination of services. Such payments available to COUNTY under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VIII. INDEMNITY

- A. COUNTY agrees to indemnify and hold harmless DISTRICT, its employees, agents, and elective and appointive boards from and against any damages including costs and attorney fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.
- B. DISTRICT agrees to indemnify and hold harmless COUNTY, its employees, agents and elective or appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of DISTRICT, its employees or agents.
- C. The DISTRICT does not authorize the impermissible use of any patent or the reproduction of any copyrighted material by COUNTY which exceeds "fair use" in the performance of this Agreement. COUNTY is solely responsible for any such infringement.

COUNTY shall indemnify the DISTRICT against and save it harmless from any and all losses, damage, costs, expenses, and attorney's fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyright, or trade secret, and arising out of the use of the equipment or materials utilized to perform under this Agreement or specified by or procured by COUNTY, or out of the processes or actions employed by, or on behalf of, COUNTY in connection with the performance of this Agreement.

IX. INSURANCE

- A. COUNTY shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence. Excess liability coverage with limits to ten million dollars (\$10,000,000) may be provided through participation in excess insurance authority.
- B. COUNTY shall maintain status as a legally self-insured public entity for purposes of Workers Compensation and shall maintain a self-insured retention of two hundred thousand dollars (\$200,000) per occurrence. Excess Workers Compensation and employer liability coverage may be provided through participation in excess insurance authority.
- C. DISTRICT shall maintain its status with the California Sanitation Risk Management Authority, a joint powers authority, for general liability coverage and shall maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence. Excess

liability coverage with limits to four million dollars (\$4,000,000) may be provided through participation in excess insurance authority.

- D. DISTRICT shall maintain its status with the California Sanitation Risk Management Authority, a joint powers authority, for Workers Compensation coverage and shall maintain a self-insured retention of two hundred thousand dollars (\$200,000) per occurrence. Excess Workers Compensation and employer liability coverage may be provided through participation in excess insurance authority.

X. EXAMINATION OF RECORDS

Parties agree that all parties will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to consulting services on the PROJECT and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. NOTICES

All notices from one Party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

To DISTRICT: Fairfield-Suisun Sewer District
 1010 Chadbourne Road
 Fairfield, CA 94534-9700
 Telephone: (707) 429-8930
 Fax: (707) 429-1280

To COUNTY: Solano County
 Department of Resource Management
 675 Texas Street, Suite 5500
 Fairfield, CA 94533
 Telephone: (707) 421-6765
 Fax: (707) 421-4805

XIII. APPLICABLE LAWS

COUNTY shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

XIV. CHANGES, EXTENSIONS AND AMENDMENTS

DISTRICT or COUNTY may request changes in scope of work, or an extension of contract beyond Time Of Completion in Section V if the Basis of Compensation in Section IV(A) has not been exceeded. Any mutually agreed upon changes, including any increase in the amount of COUNTY's compensation, or extension shall be effective when incorporated in written amendments to this Contract.

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.

IN WITNESS the parties hereto have executed this Agreement on the day first above-written.

FAIRFIELD-SUISUN SEWER DISTRICT

SOLANO COUNTY


Greg Baatrup
General Manager

Bill Emlen, Director
Department of Resource Management

ATTEST:

APPROVED AS TO FORM:

District Clerk



County Counsel

EXHIBIT A

WATER POLLUTION PREVENTION INSPECTION CONTRACT Scope of Work

Listed below is the scope of work for the Water Pollution Prevention Inspection Contract between the Fairfield-Suisun Sewer District (DISTRICT) and Solano County (COUNTY).

1.0 COUNTY RESPONSIBILITIES

1.1 Inspections

COUNTY agrees to perform Water Pollution Prevention Inspections as follows:

- 1.11 Only COUNTY inspections of facilities within the city boundaries of the City of Fairfield, including Travis Air Force Base, and the City of Suisun City shall be eligible for DISTRICT funding. Water Pollution Prevention Inspections of facilities located outside these boundaries will not be paid by the DISTRICT unless they discharge sewage to the DISTRICT, and the inspection is approved in advance by the DISTRICT. The COUNTY will incorporate priority list for facility inspections provided by the DISTRICT within the first quarter of the contract fiscal year into the COUNTY's inspection priorities for that fiscal year.
- 1.12 Inspections shall address areas of concern as identified and documented during DISTRICT provided training (see Section 1.5, below) The COUNTY is not responsible for visual inspection of the interior of sand oil water separators or collect samples from creeks and storm water outfalls.
- 1.13 Since violation of Water Pollution Prevention requirements is frequently closely associated with violations of hazardous materials laws, hazardous waste handling and disposal laws and health laws and regulations regulating food preparation and sales businesses, COUNTY will carefully weigh time allocations and charge DISTRICT for only that portion of the inspection that would not otherwise be addressed by the COUNTY's Hazardous Materials Inspection Program and Consumer Protection Inspection Program.
- 1.14 COUNTY shall properly complete and submit a DISTRICT provided inspection form for each eligible business inspected, a sample of which will be provided by the DISTRICT. Receipt of the completed form is a condition of payment for said inspection.

1.2 Inspection Frequency

- 1.21 Inspection of eligible facilities by COUNTY in excess of one (1) time per year, except as noted in Section 1.3, below, shall not be funded by DISTRICT.

1.3 Inspection Follow-up

- 1.31 Follow-up inspections shall be conducted by COUNTY within 15 calendar days of noting any "major" Water Pollution Prevention violation.
- 1.32 COUNTY may conduct follow-up inspections on "moderate" violations of Water Pollution Prevention requirements within a reasonable timeframe. Follow-up inspections by COUNTY on "moderate" violations of Water Pollution Prevention requirements shall be at COUNTY's option.
- 1.33 Working definitions of "minor," "moderate," and "major" violations of Water Pollution Prevention requirements shall be developed and documented in DISTRICT provided training (see Section 1.5, below).
- 1.34 COUNTY may schedule any follow-up inspection for Water Pollution Prevention violations to coincide with follow-up inspection required for violations of hazardous materials laws, hazardous waste laws and health laws and regulations regulating food preparation and sales businesses.
- 1.35 If any violation is not corrected by first follow-up inspection performed by COUNTY, the facility and remaining violation(s) shall be referred to DISTRICT for subsequent action or enforcement.
- 1.36 COUNTY shall notify DISTRICT of any "major", "moderate", or "minor" violation within 24 hours of becoming aware of the violation.

EXHIBIT A

1.37 All inspections related to Water Pollution Prevention shall be funded by the DISTRICT, including follow-up inspections.

1.4 Complaint Response

1.41 DISTRICT shall respond to water pollution prevention complaints or refer complaints to COUNTY at DISTRICT's option. If COUNTY responds to complaint, that portion that is attributable to water pollution prevention shall be billable to DISTRICT.

1.5 Availability of Inspection Staff for Training

1.51 At least once per Contract Year, COUNTY shall make COUNTY inspection staff available for Water Pollution Prevention Inspection training by DISTRICT staff. Each training time shall not exceed two (2) hours per trainee and shall be funded by DISTRICT at the COUNTY's standard hourly rate (as specified in Exhibit B).

1.6 Invoicing

1.61 COUNTY shall submit a monthly invoice, billed at the COUNTY's standard hourly rate (as specified in Exhibit B), rounded to the nearest one-tenth of an hour, for that time spent conducting the Water Pollution Prevention portion of the overall facility inspection, for time spent documenting the Water Pollution Prevention portion of the overall facility inspection, and for follow-up as defined in Section 1.3, above.

1.62 The COUNTY invoice shall be itemized by business name or business identification number, matchable to the inspection report. Invoice shall list total time required to complete Water Pollution Prevention Inspection and its associated documentation for each listed business.

2.0 DISTRICT RESPONSIBILITIES

2.1 Inspections and Forms

The DISTRICT may provide a list of priority facilities to COUNTY during the first quarter of each fiscal year of the contract period. DISTRICT shall provide to COUNTY, at no cost to COUNTY, forms, acceptable to both parties, on which to document Water Pollution Prevention inspections.

2.2 Inspection Follow-up

DISTRICT may conduct follow-up inspections of "moderate" or "major" violations of Water Pollution Prevention requirements. COUNTY's responsibility for follow-up inspections is governed by Section 1.3.

2.3 Inspector Training

DISTRICT shall conduct training of COUNTY inspection personnel as described in Section 1.5, above, that addresses, at a minimum, the following items:

2.31 Storm Water Pollution:

- Acceptable discharges to the storm drainage system.
- Illegal discharges to the storm drainage system.
- Illicit discharges to the storm drainage system.
- Appropriate materials and waste management practices.
- Housekeeping and spill/drip clean-up.
- Violation severity matrix -- introduction to and use.

2.32 Sanitary Sewer Discharges:

- Acceptable discharges to the sanitary sewer system.
- Illegal discharges to the sanitary sewer system.
- Undesirable discharges to the sanitary sewer system.
- Pollution Prevention.
- Management and maintenance of control devices.
- Violation severity matrix -- introduction to and use.

EXHIBIT A

2.4 Enforcement

DISTRICT shall initiate all enforcement actions for violations of DISTRICT resolutions or ordinances, or of state or Federal law within the scope of DISTRICT's authority.

EXHIBIT B

WATER POLLUTION PREVENTION INSPECTION CONTRACT
Fee Schedule

Listed below is the Fee Schedule for the Water Pollution Prevention Inspection Contract between the Fairfield-Suisun Sewer District (DISTRICT) and Solano County (COUNTY).

Contract Fiscal Year 2017-18 COUNTY Hourly Rate for Inspection Services

Inspection at Food Handling Facility -- \$ 138.00

Inspection at a Hazardous Materials Facility -- \$149.00



Solano County

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

Agenda Submittal

Agenda #: 21 **Status:** Consent Calendar
Type: Appointment **Department:** Board of Supervisors
File #: 17-392 **Contact:** Jim Spering, 784-6136
Agenda date: 6/6/2017 **Final action:**
Title: Approve the reappointment of Elizabeth Niedziela to the First Five Solano Commission, representing District 3, for a four year term to expire June 2, 2021

Governing body: Board of Supervisors

District: District 3

Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Supervisor Spering requests that the Board of Supervisors approve the reappointment of Elizabeth Niedziela to serve on the First Five Solano Commission, representing District 3, for a four year term to expire June 2, 2021.

SUMMARY/DISCUSSION:

Elizabeth Niedziela is a long-time Solano County resident. She is part of the Solano Transportation Authority team as the Transit Program Manager, with a focus on the transportation needs of low income residents, seniors and people with disabilities. She currently serves as the Chair of the First Five Commission.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #: 22 **Status:** Consent Calendar
Type: Appointment **Department:** First 5 Solano
File #: 17-391 **Contact:** Michele Harris, 784-1332
Agenda date: 6/6/2017 **Final action:**
Title: Approve the Solano Children's Alliance (SCA) membership appointment of Toni Dumont for the category of community based organization representative and alternate member appointments of Alaina Starr, alternate for Toni Dumont; Kelly Dwyer, alternate for County Board of Supervisors; and Angel Aguilar, alternate for Solano County District Attorney, to serve two year terms expiring June 6, 2019
Governing body: Board of Supervisors
District: All
Attachments: [A - Membership Roster](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

First 5 Solano/County Administrator's Office recommends the Solano County Board of Supervisors approve the Solano Children's Alliance (SCA) membership appointment, and alternate appointments:

1. Toni Dumont
2. Alaina Starr (alternate for Toni Dumont)
3. Kelly Dwyer (alternate for Monica Brown)
4. Angel Aguilar (alternate for Sharon S. Henry)

SUMMARY/DISCUSSION

The multidisciplinary Solano Children's Alliance was established in 1982 to advise and educate the Board of Supervisors on children's issues. The Alliance consists of 20 voting members recommended by the Alliance Executive Committee and appointed by the Board of Supervisors.

This agenda item brings forward one member for appointment: Toni Dumont from Safequest Solano for the category of Community Based Organization that Provides Services to Families and Youth. In addition, this agenda item brings forward three alternates for appointment: Alaina Starr, alternate for Toni Dumont, for the category of Community Based Organization that Provides Services to Families and Youth; Kelly Dwyer, alternate for Monica Brown, County Board of Supervisors, and Angel Aguilar, alternate for Sharon S. Henry, Solano County District Attorney's Office.

The proposed appointment and alternates are included in the Proposed Membership Roster (Attachment A).

FINANCIAL IMPACT:

There is no financial impact for this decision; approval will assist the SCA to reach a quorum to conduct their

business and mission.

ALTERNATIVES:

The Board could choose not to appoint the applicants. However, this is not recommended as the applicants have been brought forward in accordance with the approved by-laws, have demonstrated an interest in the welfare of children in Solano County, and are prepared to dedicate their time to the Solano Children's Alliance.

OTHER AGENCY INVOLVEMENT:

Department of Health and Social Services, First 5 Solano Children and Families Commission, The Children's Network, Planned Parenthood, Solano County Office of Education, District Attorney, Children's Nurturing Project, Child Support Services, Vacaville Police Department, Fairfield-Suisun Unified School District, Vallejo City Unified School District, Aldea Children & Family Services, Solano Children and Family Services, EMQ Families First, Parents by Choice, Child Start, Inc. and Regional Center have been involved in recommending these appointments.

Children's Alliance Membership Roster

<u>Category of Membership</u>	<u>Member/Alternate</u>
Solano County H&SS	Aaron Crutison Alternate: Debbie Powell
Solano County H&SS	Pamela Dixon Alternate: Nazlin Huerta
Solano County Juvenile Probation Department	Adrienne Carson Alternate: Lisa Wamble
Local Child Serving Public Agency	Pamela Posehn Alternate: Rachel Rico
Presiding Judge of Juvenile Court or Representative of Juvenile Justice Services	Candy Pierce Alternate: Cynthia Wojan
Solano County Superintendent of Schools Or Designee	Lisette Estrella-Henderson Alternate: Nicola Parr
Local School District or Designee	Stacy Burke Alternate: Cheryl Jones
Solano County District Attorney's Office	Sharon S. Henry <i>Proposed Alternate: Angel Aguilar</i>
Community Based Organization that Provides Services to Families and Youth	Jane Johnson Alternate: Sonja New
Community Based Organization that Provides Services to Families and Youth	JoLyn McMillan Alternate: Deena Lemley
Community Based Organization that Provides Services to Families and Youth	Maria Vicondoa Alternate: Andrea Vela
Community Based Organization that Provides Services to Families and Youth	Juan Cisneros Alternate: Debbie Peralez
Community Based Organization that Provides Services to Families and Youth	<i>Proposed Appointment: Toni Dumont</i> <i>Proposed Alternate: Alaina Starr</i>
Member at Large - Parents, Grandparents and Consumers	Tyffany Wanberg
Member at Large – Parents, Grandparents and Consumers	Gale Bowen Alternate: Jewel Fink
Member of the County Board of Supervisors or Designee	Monica Brown <i>Proposed Alternate: Kelly Dwyer</i>
Local Law Enforcement	Gloria Diaz Alternate: Ana Isabel Montano
Regional Center	Guadalupe Lopez Alternate: Rafael Hernandez-Perez
Child Care R&R or Child Care Planning Council	Zoe Bartholomew Alternate: Kathy Lago
Community Based Organization that ties to an Ethnic Community	Maurilio Leon Alternate: Angie Lopez



Solano County

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

Agenda Submittal

Agenda #: 23 **Status:** Regular Calendar
Type: Miscellaneous **Department:** Probation
File #: 17-387 **Contact:** Chris Hansen, 784-7600
Agenda date: 6/6/2017 **Final action:**
Title: Consider approving a partnership with the California State Association of Counties (CSAC) to implement the Pew-MacArthur Results First Initiative in an effort to begin a systematic approach to evidence-based policy making in Solano County; and Authorize the County Administrator to execute the partnership
Governing body: Board of Supervisors
District: All
Attachments: [A - Presentation](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Consider approving a partnership with the California State Association of Counties (CSAC) to implement the Pew-MacArthur Results First Initiative in an effort to begin a systematic approach to evidence-based policy making in Solano County; and Authorize the County Administrator to execute the partnership.

SUMMARY:

CSAC and the Pew-MacArthur Results First Initiative have created a new partnership in an effort to support county leaders as they engage in evidence-based policymaking. The goal of the CSAC- Pew-MacArthur Results First initiative partnership is to develop in-state capacity to support California county leaders who seek to invest in programs that have been proven to work.

Launched in 2010, Pew-MacArthur Results First is a national initiative currently working with 20 states and seven California counties; the project helps state and local government leaders identify and invest in programs that are not only proven to work in their jurisdictions, but also are the best use of limited resources.

FINANCIAL IMPACT:

There are no direct fiscal implications associated with this action; however it will involve staff time on the part of the public safety departments, courts, and community partners.

DISCUSSION:

Partnering with CSAC to implement the Pew-MacArthur Results First Initiative (RFI) will allow Solano County to make data driven decisions on how to use limited resources wisely to serve clients (offenders) both in custody and in the community. Using RFI tools, stakeholders throughout the justice system will be able to better understand the research and evidence behind the currently funded services on targeting recidivism

reduction. RFI uses a three pronged approach that helps local jurisdictions invest in programs resulting in the best outcomes for clients and society at large. With policy and technical assistance from Results First, the County will learn to:

1. Create an inventory of currently funded programs.
2. Match the programs to the body of evidence
3. Use evidence to inform spending and policy decisions.

CSAC Result First staff has been working with seven California county jurisdictions: Kern, Fresno, Santa Barbara, Santa Cruz, Santa Clara, Ventura, and Nevada. Results First staff work with partner agencies and the Community Corrections Partnership (CCP) in each of the counties to build the program inventory, cataloging all in-custody and community based programs offered to offenders. Staff from the Probation Department and County Administrators Office will coordinate the cross-agency initiative, collect cost and program information, and act as liaise with the CSAC Results First team. The approach generally takes between six to twelve months to complete, with monthly stakeholder meetings throughout the duration of the initiative.

The work of the CSAC Results First staff, partnered with criminal justice staff and stakeholders has led to positive results in seven California counties. In each of the counties the program inventory process has resulted in comprehensive, system wide information that has rarely been available to policymakers, such as the level of evidence behind the programs, fidelity and capacity. While agencies may have this information individually, using it to make data driven decisions is new. The implementation of this approach, coupled with the ability of agency leaders to communicate effectively with county leaders has resulted in change efforts throughout the justice system.

The Results First Initiative will provide needed information to help county departments and leaders determine how to best serve offenders both in custody and in the community. Solano County criminal justice system is at a pivotal point and to enter into this kind of inventory and data driven decision making process will help support the criminal justice system now and into the future.

ALTERNATIVES:

The alternative would be to not partner with CSAC to implement the Pew-MacArthur Results First Initiative; however, the County would not have the opportunity to utilize the RFI and this evidence based policymaking approach.

OTHER AGENCY INVOLVEMENT:

On April 26, 2017, CSAC Results First staff made a presentation to the Community Corrections Partnership (CCP) regarding this model which advances the use of innovative, evidence-based policymaking to drive government investments toward proven policies and programs. The April 26th CCP meeting was well attended and the CCP unanimously endorsed the effort and recommended that Board of Supervisors formalize a partnership with CSAC to implement the Pew-MacArthur Results First Initiative.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



CSAC – Results First

- Investing in Programs That Work

Presented to Board of Supervisors
June 6, 2017

By Amalia Mejia, CSAC Program Coordinator

CSAC-Results First Partnership

2

CSAC Hub

Evidence-
based
Programming
Help Desk

Expand
County
Partnerships

Program
Inventory
Technical
Assistance

Program
Inventory &
Benefit-Cost
Model

Results First Approach

3

IDENTIFY program
budget portfolio and
what you know
about each program

**Match the programs
to the clearing
house**

Using your results

What are programs?

4

- *Programs* are interventions (program or practice) that engage participants in order to achieve desired outcomes.
 - In Adult Criminal Justice, this includes programs that address recidivism, life skills, substance abuse, parenting skills, etc.
 - For example:
 - ✦ Cognitive behavioral therapy
 - ✦ Postsecondary correctional education

Evidence-based programs

5

- Evidence-based programs and practices
- Promising programs and practices
- Evidence-based \neq Effective

What are clearinghouses?

6

- Purpose is to identify “what works”
- Review and summarize rigorous evaluations of different interventions
- Assign ratings to interventions based on the evidence (e.g., model, promising, mixed effects)
- Use slightly different methodologies, criteria and terminology
- Policy area specific
 - What Works Clearinghouse = Education
 - CrimeSolutions.gov = Criminal Justice

Results First Clearinghouse Database

Policy area	Intervention	Blueprints	CEBC	Coalition	Crime Solutions	NREPP	PPN	WWC	WWR
Substance abuse	Active Parenting of Teens: Families in Action		●		●	●			
Substance abuse	Adolescent Community Reinforcement Approach		●		●	●			
Juvenile justice	Adolescent Diversion Program (NY)				●				
Juvenile justice	Adolescent Diversion Project				●				
Child welfare	Adolescent Parenting Program								
Mental health	Adolescents Coping with Depression								
Adult criminal justice	Adult boot camps				●				
Adult criminal justice	Adult drug court (Guam)				●				
Adult criminal justice	Adult drug courts				●				
Adult criminal justice	Adult drug courts (OR)				●				
Adult criminal justice	Adult mental health courts				●				

Clearinghouse:
Intervention:
Evidence Rating:

CrimeSolutions.gov
Adult boot camps
No effects practice

Learn more | ➔

Displaying results 1-60 of 1001 | Back to top ↑

Source: The Pew-MacArthur Results First Initiative, Results First Clearing House Database, <http://www.pewtrusts.org/en/multimedia/data-visualizations/2015/results-first-clearinghouse-database>

Example of Assessing Level of Funding for Evidence-Based Programs

8

PROGRAM INFORMATION		BUDGET	EVIDENCE-BASED	
PROGRAM NAME	PROGRAM BUDGET	% OF PROGRAM BUDGET	RATINGS	
Day Reporting Center	\$125,000	6%	Highest rated	9%
Cognitive behavioral therapy	\$50,000	3%	Highest rated	
Vocational education	\$300,000	15%	Second-highest rated	24%
Drug courts	\$180,000	9%	Second-highest rated	
Intensive supervision	\$250,000	13%	No evidence of effects	13%
Employment services	\$100,000	5%	Not rated	54%
All others	\$950,000	49%	Not rated	

Santa Barbara County

9

SUBSTANCE USE DISORDER HELP DESK:

- **CLEARING HOUSE DATABASE ASSISTANCE**

FUNDING PROTOCOL GROUP:

- **INCREASING HIGHER EBP STANDARD FOR AGENCIES REQUESTING GRANTS**
- **INCREASE AGENCY COLLABORATION**
 - **BREAK-EVEN TOOL**

Legislative efforts

10

CSAC Domestic Violence Task Force

- Working on gathering information on DV programs
- CSAC's role
- CSAC sponsored bill AB372 Domestic Violence: Probation

CSAC-Leagues Homelessness Task Force

- Common jurisdiction goals
- Find best practices
- Affordable housing
- Legislative fix

Using the program inventory

11

- Establish a baseline
- Evaluation decisions
 - Identify programs that need evaluation
 - Use data collection as a check on program fidelity
- Budget decisions
 - Target resources at effective programs
 - Use Clearinghouse Database as a menu of potential investments
- Identify program capacity issues

Services Provided by CSAC-Results First

12

- Train staff to use/build the program inventory
- Provide ongoing technical assistance
- Help interpret results for policymakers
- Compile and share lessons learned with other participating jurisdictions

Next Steps

13



Partnership
Invitation

Kick-Off

Contact information

14

- Amalia Mejia, amejia@counties.org



Questions



Solano County

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

Agenda Submittal

Agenda #: 24 **Status:** Regular Calendar
Type: Miscellaneous **Department:** East Vallejo Fire Protection District
File #: 17-386 **Contact:** Magen Yambao, 784-1969
Agenda date: 6/6/2017 **Final action:**
Title: Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors; and Receive a presentation from the Vallejo Fire Chief on the fire protection services being provided to the East Vallejo Fire Protection District
Governing body: Board of Supervisors
District: All
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Quarterly Meeting of the East Vallejo Fire Protection District be held and that the Board of Directors receive a presentation from the Vallejo Fire Chief on the fire protection services being provided to the East Vallejo Fire Protection District.

SUMMARY:

Regular quarterly meetings are required by the Fire Protection District Law of 1987 which governs the operation of the District. County Resolution No. 2007-147 establishes that the Board of Directors shall meet in March, June, September and December of each year on the first Tuesday meeting of the Board of Supervisors. Included in today's report is an update from Vallejo Fire Chief Jack McArthur on the status of the fire protection services being provided to the District.

FINANCIAL IMPACT:

There is no cost to the County General Fund or any other fund associated with preparing the information provide in this report or with conducting this quarterly meeting. The EVFPD secures its fire protection services through an agreement with the City of Vallejo which is funded by property tax revenue collected from within the District boundaries.

The Board of Supervisors receives no compensation for sitting as the Board of Directors of the East Vallejo Fire Protection District.

DISCUSSION:

Agreement for Contractual Services EVFPD and City of Vallejo

The EVFPD has an agreement with the City of Vallejo (City) to provide fire protection services to the District.

The current agreement was entered into in 1995 and has been extended several times with the most recent amendment being approved by the Board of Directors in May 2002. The agreement focuses on the need for fire protection services for the area covered by the EVFPD due to the “lack of sufficient funds to adequately equip, staff and operate full fire protection service at the levels required for health and safety within the boundaries of the District.” The agreement goes on to define the fire protection services, “which shall be the same priorities, level and responsiveness of services as are provided within the city limits for services.” The City is compensated with all EVFPD revenues and income less a property tax administration fee and other minimal administration costs incurred by County staff to the District.

Presentation on Fire Protection Services Provided

Vallejo Fire Chief Jack McArthur will provide an overview of the fire protection services being provided to the District. The focus of the update is about the 2016 fire and emergency medical service calls to the district. The EVFPD contract lists the services that are to be provided by the City under the agreement to be at the same level as that provided to the rest of the City. Those services listed include - plan review, fire investigation, disaster preparedness, fire inspection, weed abatement, prefire planning administration, complaint handling, fire prevention, fire training/public education, fire suppression and emergency medical services.

ALTERNATIVES:

The Board could choose not to hold their regular quarterly meeting. However, this is not recommended as the regular quarterly meetings are required by the Fire Protection District Law of 1987 which governs the operation of the District and County Resolution No. 2007-147 establishes that the Board of Directors shall meet in March, June, September and December of each year on the first Tuesday meeting of the Board of Supervisors. The Board could choose not to receive an update from the City of Vallejo Fire Chief; however, this is not recommended as it provides an overview of the fire protection services being provided by the Vallejo Fire Department to the EVFPD.

OTHER AGENCY INVOLVEMENT:

The presentation was prepared by the City of Vallejo Fire Department staff.



Solano County

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

Agenda Submittal

Agenda #: 25 **Status:** Regular Calendar
Type: Resolution **Department:** Resource Management
File #: 17-370 **Contact:** Misty Kaltreider, 784-3311
Agenda date: 6/6/2017 **Final action:**
Title: Receive a status update on efforts associated with forming a Groundwater Sustainability Agency within the Solano Subbasin; Consider authorizing the Chair of the Board to execute a resolution approving County participation in the Joint Powers Agreement establishing the Solano Subbasin Groundwater Sustainability Agency (SSGSA) and any amendments thereto; Designate the Board Members representing Districts 4 and 5, and one (1) Board Member alternate, to serve on the SSGSA Board of Directors; and Approve the Solano County Agricultural Advisory Committee nominations of Russ Lester as primary representative and Al Medvitz as alternate to serve as initial public representative on the SSGSA
Governing body: Board of Supervisors
District: All
Attachments: [A - JPA](#)
[B - Resolution](#)
[C - Table 1 Options](#)
[D - Agricultural Advisory Committee Nomination Letter](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Receive a status update on efforts associated with forming a Groundwater Sustainability Agency within the Solano Subbasin; and
2. Consider authorizing the Chair of the Board to execute a resolution approving County participation in the Joint Powers Agreement establishing the Solano Subbasin Groundwater Sustainability Agency (SSGSA) and any amendments thereto; and
3. Designate the Board Members representing Districts 4 and 5, and one (1) Board Member alternate, to serve on the SSGSA Board of Directors; and
4. Approve the Solano County Agricultural Advisory Committee nominations of Russ Lester as primary representative and Al Medvitz as alternate to serve as initial public representative on the SSGSA.

SUMMARY:

The Sustainable Groundwater Management Act (SGMA) requires all medium and high priority groundwater basins and subbasins to achieve sustainable management over the next 20-25 years. The Solano Subbasin,

which is partially located within Solano County, must be managed under SGMA by one or more Groundwater Sustainability Agencies (GSAs), which must be formed by June 30, 2017.

In early May 2017, County and GSA-eligible agency staff and stakeholders finalized the draft terms and conditions of a Joint Powers Agreement (JPA) that creates a separate, multi-agency entity: the Solano Subbasin GSA. The proposed GSA covers the majority of the Solano County portion of the Solano Subbasin, with the exception of the areas proposed for management by the Solano Irrigation District (SID) and City of Vacaville, which are in the process of forming separate GSAs, as well as Ryer Island and other Delta areas that may be included in a separate Northern Delta GSA (NDGSA). A small area of the Solano Subbasin in Yolo County within the boundaries of Reclamation Districts 2068 and 2093 would be managed by the Solano Subbasin GSA. Also, on May 23, 2017, the Board approved a memorandum of understanding with the Yolo GSA to allow that entity to manage the small portion of the Yolo Subbasin within Solano County underlying lands owned by the University of California.

The JPA (included as Attachment A) would establish an 11-member Board of Directors that includes one seat for each of the Supervisors representing Districts 4 and 5. In order to participate as a member of the JPA, the Board of Supervisors must approve a resolution (Attachment B) that authorizes the Board Chair to execute the JPA, and designate the Board Members representing Districts 4 and 5 to serve as representatives on the GSA Board of Directors. The Board of Supervisors would also need to designate one additional member of the Board of Supervisors to serve as an alternate. The JPA also requires the Board to consider approving primary and alternate GSA Board Directors from the two candidates nominated by the County's Agricultural Advisory Committee: Russ Lester and Al Medvitz.

The JPA envisions that the Solano County Water Agency (SCWA) will provide initial staffing services to the Solano Subbasin GSA. SCWA staff have scheduled a public hearing at the SCWA offices on June 8, 2017 at 4 pm on behalf of the Solano Subbasin GSA. The designated primary members of the GSA Board of Directors will need to attend this meeting.

FINANCIAL IMPACT:

Costs associated with tracking and advocacy efforts for the Sustainable Groundwater Management Act (SGMA) and related efforts, including costs associated with preparation of this update and future publications and mailing of hearing notices, are included in the Department's normal working budgets.

The JPA would require the County to provide an initial contribution of \$18,000 to the Solano Subbasin GSA, which is included in the FY2017/18 Recommended Budget. This represents a \$6,000 contribution for each of the seats on the GSA Board of Directors that are affiliated with the County: two members of the Solano County Board of Supervisors (Districts 4 and 5) and one Agricultural Advisory Committee nominee.

If the County decides to take no action, the State could intervene to manage any unmanaged areas. In this scenario, the direct costs to the County would be significantly lower. However, the financial impact to residents, businesses, and farmers could be significantly higher. The impact of these State intervention costs on the County have not yet been determined, but could include fees, requirements for land owners to install well meters, and possible regulation of domestic wells.

DISCUSSION:

Since 2015, the Department of Resource Management and County Counsel staff have been working with staff from other GSA-eligible agencies and stakeholders to establish GSA(s) for the Solano County portion of the Solano Subbasin. County staff has also been collaborating with staff from adjacent counties to establish GSAs covering all portions of the Yolo and Solano Subbasins by June 30, 2017, in order to avoid State Water Resources Control Board intervention.

The Solano Subbasin GSA represents a collaborative, inclusive approach to managing the groundwater resources in the majority of the Solano County portion of the Solano Subbasin (as well as some small areas of the Yolo County portion of the Solano Subbasin). Joining this entity requires the Board to execute a JPA to form the Solano Subbasin GSA, composed of multiple agencies and stakeholder representatives. Table 1 provides a summary of key components of the JPA. The proposed JPA excludes areas within the City of Vacaville and the Solano Irrigation District (SID), which have taken steps to form independent GSAs. In order to comply with SGMA, the various GSAs within the Subbasin will either need to prepare a single GSP or enter into coordination agreements prior to approving separate GSPs.

This multi-agency approach was developed after numerous meetings involving staff from the various GSA-eligible agencies and stakeholders in the Subbasin, as well as an extensive public outreach campaign facilitated by the Solano County Water Agency (SCWA) and its consultant, Ag Innovations. This public outreach process included:

- Seven public workshops in the cities of Vacaville, Rio Vista, and Davis, attended by more than 300 participants, and online forums, in 2016;
- Approximately 6,000 fliers and workshop notices mailed to land owners and interested parties located in the Solano Subbasin;
- Numerous notices advertising the public workshops posted in local newspapers;
- Developing and utilizing a listserv for over 200 interested stakeholders; and
- Presenting a GSA workshop at SCWA offices in Vacaville in 2017.

Governance:

The JPA establishes an 11-member board of Directors, including two Directors from the Solano County Board of Supervisors representing District 4 and District 5, which cover most of the geographic area of the Solano Subbasin. In the event of redistricting, the JPA permits Solano County to appoint as its two Directors any Supervisors whose supervisorial district overlies a portion of the Management Area. The Board of Directors includes one Director from the following: City of Dixon, City of Rio Vista, Cal Water, Solano Resource Conservation District, Dixon Resource Conservation District, Maine Prairie Water District, and Reclamation District 2068. The Board of Directors also includes two seats for public members of the agricultural community: one Director appointed by the Board of Supervisors from candidates nominated by the Solano County Agricultural Advisory Committee, and the other appointed by the GSA Board of Directors from candidates nominated by the Solano County Farm Bureau.

Voting:

Each member of the GSA Board of Directors has one vote, and the Board will conduct its normal business by simple majority vote. For some key Board actions identified in the JPA, such as adoption of fees and budgets, admission of new members, adoption of a GSP, and approval of contracts over \$25,000, approval requires a 2/3 vote that includes at least one affirmative vote from each of three broad categories of Board seats. These broad categories are 1) Municipalities, which includes both cities and Cal Water; 2) Districts, which includes the four reclamation, water, and resource conservation districts; and 3) Unincorporated Areas, which includes Solano County and the two public agricultural community representatives. While a weighted voting was considered, the multi-agency working group could not reach agreement on the appropriate weighting for the votes, and weighted voting was thought to be contrary to the collaborative nature of the multi-agency approach.

An issue that is emerging is whether a non-paying member should have a vote on the GSA Board. With approval of the JPA, the Board of Supervisors can provide their recommendation on this issue to the GSA Board for consideration on June 8, 2017 and possible amendment to the JPA.

The Board of Supervisors cannot unilaterally amend the JPA to require such a contribution, but could provide recommendations on this issue to the GSA Board for consideration at the GSA's June 8, 2017 meeting.

Dispute Resolution:

The actions of the Board of Directors will be governed by guiding principles enumerated in the JPA. The JPA members will submit any disputes to an independent mediator, who will help the GSA resolve the issue by providing a non-binding decision based on the guiding principles.

Special Management Areas (SMAs):

The JPA allows the Board of Directors to establish subareas of the GSA's management area in order to encourage further localized groundwater management. The Board will determine the shape of any SMAs based on local conditions, hydrogeology, water use, water demand, and management strategies. The SMAs can serve as a framework to encourage localized actions needed for GSP development and implementation. SMA committees will include land owners, interested stakeholders, and GSA member staff, and can be formed to identify and resolve localized conditions and institute voluntary actions in the SMA to comply with SGMA. The GSA retains authority to take action to achieve groundwater sustainability if the SMA does not take appropriate action or if the action it does take is not successful.

Participating Agency Approvals:

Staff from the proposed GSA members and their legal counsel have agreed on the language of the proposed JPA, and have presented it to their boards and councils for authorization. All other participating entities have now taken action to participate in the Solano Subbasin GSA.

Following is a list of other participating agencies and the dates they approved the JPA:

- Dixon Resource Conservation District - May 10, 2017
- Reclamation District 2068 - May 11, 2017
- Maine Prairie Water District - May 16, 2017
- City of Rio Vista - May 16, 2017
- Solano Resource Conservation District - May 17, 2017
- City of Dixon - May 23, 2017

For the County of Solano to participate in the Solano Subbasin GSA, the Board must authorize the Chair to execute the JPA and designate Board Members representing Districts 4 and 5 to serve as representatives on the GSA Board of Directors. The Board of Supervisors would also need to designate one additional member of the Board of Supervisors to serve as an alternate. The Board must also appoint a primary and alternate GSA Board Director from the two candidates nominated by the County's Agricultural Advisory Committee: Russ Lester and Al Medvitz. During their meeting conducted on May 10, 2017, the Agricultural Advisory Committee recommended that Mr. Lester serve as the primary representative and Mr. Medvitz serve as the alternate. The Agricultural Advisory Committee's nominees are presented in a letter signed from Jim Allan, County Agricultural Commissioner, on behalf of the Agricultural Advisory Committee that is included as Attachment D.

The multi-agency Solano Subbasin GSA reflects the spirit of collaboration and partnership that the Board of Supervisors has sought to foster over the past two years of the GSA formation process. The governance structure provides a mechanism for the County to engage with a diverse group of stakeholders, including cities, water districts, and public stakeholders in a majority of the Subbasin. While these competing interests have the potential to slow the GSA decision making process, they should also ensure that any GSA decisions will be vetted through a collaborative process. This should improve implementation. Another advantage is that the financial and staff contributions of other members to the work of the GSA will reduce the burden on the County. The Board has other options that are summarized in the attached Table 1.

ALTERNATIVES:

The Board could choose not to adopt a resolution authorizing participating in the proposed Solano Subbasin JPA. This is not recommended because significant collaborative effort involving multiple entities in the County made significant collaborative efforts to develop the Solano Subbasin GSA and JPA as currently proposed.

The attached Table 1 summarizes the Board's other options and explains why they are not recommended.

OTHER AGENCY INVOLVEMENT:

The Department, County Counsel's office, Agriculture Department, and the Agricultural Advisory Committee participated in GSA formation discussions and SGMA compliance efforts. Solano County is engaged with multiple local agencies, including SCWA, Solano Irrigation District, Maine Prairie Water District, Rural North Vacaville Water District, Reclamation District 2068, Solano and Dixon Resource Conservation Districts, cities within Solano County, Yolo County, Sacramento County, DWR, and State Water Resources Control Board regarding SGMA compliance efforts.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**JOINT POWERS AGREEMENT
CREATING THE SOLANO SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY**

This JOINT POWERS AGREEMENT CREATING THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY is entered into this _____ day of _____, 2017 (**Effective Date**) by and among the CITY OF DIXON and CITY OF RIO VISTA, each municipal corporations organized and existing under the laws of the State of California, SOLANO COUNTY, a subdivision of the State of California, DIXON RESOURCE CONSERVATION DISTRICT and SOLANO RESOURCE CONSERVATION DISTRICT, both California Resource Conservation Districts authorized under Division 9 of the California Public Resources Code, MAINE PRAIRIE WATER DISTRICT, a California Water District organized under the laws of the State of California, and RECLAMATION DISTRICT 2068, a Reclamation District authorized under Division 15 of the California Water Code (each a “**Party**” and collectively “**Parties**”). There are no other parties to this Agreement.

ARTICLE 1: RECITALS.

1.1. The Sustainable Groundwater Management Act of 2014 (“**Act**”) went into effect on January 1, 2015, and requires the sustainable management of high- or medium-priority Groundwater basins.

1.2. The Act allows certain local agencies to become a Groundwater Sustainability Agency and adopt a Groundwater Sustainability Plan to manage and regulate Groundwater.

1.3. Each Party to this Agreement overlies a portion of the Solano Subbasin, a medium-priority Groundwater subbasin, and the parties wish to form a multi-agency GSA through a Joint Powers Agreement, as allowed by the Act, to serve as a GSA in the Solano Subbasin, identified in the Department of Water Resources’ Bulletin 118 as Groundwater Basin Number 5-21-66.

1.4. The Parties, by and through their respective governing bodies, have determined that it will be mutually beneficial to enter into this Agreement and desire to create the Solano Subbasin Groundwater Sustainability Agency (“**Agency**”).

1.5. The Parties, acting through and by the Solano Subbasin Groundwater Sustainability Agency created by this Agreement, intend to work cooperatively with other GSAs operating in the Solano Subbasin and the Sacramento Valley Groundwater Basin to manage the basin sustainably pursuant to the requirements set forth in the Act.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained hereinafter and the above Recitals, which are incorporated by this reference, the Parties agree as follows:

ARTICLE 2: DEFINITIONS

2.1 **DEFINITIONS.** As used in this Agreement, unless the context requires otherwise, the meanings of the terms set forth below shall be as follows:

2.1.1 “**Act**” refers to the Sustainable Groundwater Management Act of 2014 and all implementing regulations, as amended from time to time.

2.1.2 “**Agency**” means the Solano Subbasin Groundwater Sustainability Agency.

2.1.3 “**Agreement**” means this Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency, as may be amended from time to time.

2.1.4 “**Alternate**” shall mean an alternate to a Director as set forth in Section 6.1.

2.1.5 “**Board of Directors**” or “**Board**” means the governing body of the Agency, as set forth in Article 6.

2.1.6 “**Budget**” is defined in Section 11.3.

2.1.7 “**Business Day**” means any day other than a Saturday, Sunday, or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

2.1.8 “**Director**” or “**Directors**” mean a member or members of the Board of Directors governing the Agency.

2.1.9 “**DWR**” means the California Department of Water Resources.

2.1.10 “**Effective Date**” means the earlier to occur between (1) the date on which the last Party executes this Agreement; or (2) June 7, 2017.

2.1.11 “**Fiscal Year**” means July 1 through June 30.

2.1.12 “**Fund**” is defined in Section 11.1.

2.1.13 “**Groundwater**” shall have the definition set forth in the Act.

2.1.14 “**GSA**” means a Groundwater Sustainability Agency as defined in the Act, and shall also mean the GSA formed by the Agency.

2.1.15 “**GSA Boundary**” or “**Agency Boundary**” means the boundary of the Agency as depicted in **EXHIBIT A**.

2.1.16 “**GSP**” means Groundwater Sustainability Plan as defined in the Act and shall also mean any GSP adopted by the Agency.

2.1.17 “**Initial Budget**” is defined in Section 11.3.

2.1.18 “**Management Area**” shall mean that portion of the Solano Subbasin to be managed by the Agency pursuant to an adopted GSP, as depicted in **EXHIBIT A**.

2.1.19 “**Member’s Governing Body**” means the Board of Directors, City Council, or other legislative body that controls each individual Member of the Agency.

2.1.20 “**Member**” means Signatory Members and Non-Signatory Members.

2.1.21 “**Non-Signatory Member**” means the California Water Service Company (“**Cal Water**”) and other designated private entities that agree, through a separate memorandum of agreement or other legal agreement, to be bound by the terms of this Agreement.

2.1.22 “**Party**” and “**Parties**” is defined in the preamble.

2.1.23 “**Project**” is defined in Section 10.2.

2.1.24 “**Project Agreement**” is defined in Section 10.3.

2.1.25 “**SCWA**” shall mean the Solano County Water Agency.

2.1.26 “**Signatory Members**” shall mean each Party that has executed this Agreement.

2.1.27 “**Solano Subbasin**” or “**Subbasin**” shall mean the Solano Subbasin of the Sacramento Valley Groundwater Basin (Subbasin No. 5-21.66 as identified by DWR’s Bulletin 118).

2.1.28 “**Special Management Area**” or “**SMA**” means a subarea of the Management Area where the presence of local conditions for one or more critical parameters differ from those of the Management Area at large, and where the GSA Board has determined various subareas of the Management Area will benefit by identifying site specific conditions of water demand, water use, water source, management strategies, or other characteristics, as established in Article 9.

2.1.28 “**Supermajority Vote**” is defined in Section 6.9.

2.1.30 “**Sustainability Goal**” shall have the definition set forth in the Act.

2.1.31 “**Sustainable Yield**” shall have the definition set forth in the Act.

2.1.32 “**SWRCB**” means the California State Water Resources Control Board.

2.1.33 “**TAC**” shall mean a Technical Advisory Committee established pursuant to Article 8.

2.1.34 “**Undesirable Result**” shall have the definition set forth in the Act.

2.1.35 “**Withdrawing Member**” is defined in Section 13.2.

2.1.36 “**Withdrawal Notice Period**” is defined in Section 13.2.

Any and all other terms utilized herein shall be read consistently with the definitions found in the Act.

ARTICLE 3: PURPOSES AND PRINCIPLES

3.1 **Purpose.** The purpose of this Agreement is to create a joint powers agency separate from its Members that will become the GSA for the Management Area, so that the Members may collectively develop, adopt, and implement one or more GSPs for the sustainable management of Groundwater for that portion of the Subbasin underlying the jurisdictional boundaries of the Members, including Special Management Areas, as those boundaries may be amended from time to time. Notwithstanding their intent to collectively develop, adopt, and implement one or more GSPs, the Members intend to cooperatively work together to ensure that Groundwater in the Management Area is proven to be sustainably managed by the January 1, 2040 regulatory deadline and thereafter. The Members agree that each Member shall maintain complete control and autonomy over the surface water and Groundwater assets to which they are currently legally entitled, and the Members make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as

part of Membership in the GSA or as part of the preparation and/or implementation of any GSP. The geographic boundaries of the GSA are set forth in the map attached hereto as **EXHIBIT A**, and incorporated herein by this reference. The Agency will also represent the Members in discussions with other Solano Subbasin and Sacramento Valley Basin GSAs. The Agency shall enter into Coordination Agreements or MOUs with those entities that form GSAs as required by the Act, in order to achieve integrated, comprehensive Subbasin-wide planning management that satisfies the Act. The Agency intends to involve the public and area stakeholders through outreach and engagement in developing, implementing, monitoring, and administering one or more GSPs for the Management Area.

3.2 Cardinal Principles. Seven cardinal principles guide the formation of this Agency, shall govern the actions of this Agency, and shall be incorporated into any GSP adopted by the Agency:

3.2.1 Compliance with the requirements of the Act and subsequent laws and regulations related thereto;

3.2.2 Protection of groundwater resources in the Solano Subbasin;

3.2.3 To the maximum extent allowable while still being consistent with the requirements of the Act, protection of existing reasonable and beneficial uses of water in the Solano Subbasin and surrounding areas;

3.2.4 To the maximum extent allowable while still being consistent with the requirements of the Act, protection of existing and future legal rights to Groundwater;

3.2.5 Providing assurances for the full and fair representation of all stakeholders with an interest in Groundwater in the Solano Subbasin;

3.2.6 Recognizing the value of local management of Groundwater resources, of the distinct water regions within Solano County, and Special Management Areas designated by the Agency;

3.2.7 To the maximum extent allowable while still being consistent with the requirements of the Act, respecting the existing riparian, pre-1914, and permitted surface water rights of landowners and agencies, and existing surface water purchase agreements.

3.3 Governance Guiding Principles. The following principles will guide the actions of this Agency:

3.3.1 Respecting Current Water Rights and Reasonable/Beneficial Uses. The Members recognize that the Act does not modify any rights to water, and Members are committed to protecting both current water rights, and current reasonable and beneficial water uses, in the implementation of the Act.

3.3.2 Right of Access. The Members agree to ensure that every pumper, water purveyor, and property owner in the Management Area has access to the sustainable yield of the Groundwater aquifer beneath their property consistent with their legal rights, subject to the terms of any GSP developed and adopted pursuant to this Agreement, and subject to the requirements imposed by the Act.

3.3.3 Collaboration. The Members agree that the approach under this Agreement is explicitly collaborative. The Members believe and agree that the best results for the GSA will be achieved through engagement with all stakeholders in the Solano Subbasin in an effective process that finds solutions that respect the various interests within the community.

3.3.4 Importance and Sharing of Technical Information/Resources. The Members acknowledge that technical information, knowledge, and resources are critical to the success of the GSA. The Members agree to the open and transparent sharing of Groundwater and other pertinent data, information, and knowledge relative to the management of Groundwater, between the Members and stakeholders within the Subbasin. This section is not to be construed to require a Member or stakeholder to disclose privileged, proprietary, trade secret protected or other confidential information.

3.3.5 Fact-based Decision-making. The Members commit to fact-based decision-making as a central focus of the Agency's efforts.

3.3.6 Emphasis on Voluntary Measures. In addition to any measures adopted or set forth in a GSP, the Members agree to initially address any Groundwater issues in the Management Area through the use of voluntary measures identified, developed, and implemented by Members and property owners within the affected SMA or SMAs. If voluntary measures are found to be inadequate to achieve sustainability in the Management Area within a timeframe adequate to meet the deadlines established in the Act, the GSA Board will resort to the other powers and mechanisms granted to GSAs under the Act.

3.3.7 Recognition of Unique Hydrologic Regions and Need for Local Management. The Members recognize that the best solutions for managing localized Groundwater issues often come from the agencies, organizations, and property owners closest to the unique hydrologic regions of the Solano Subbasin. Because of this, the Members commit and agree to support one or more GSPs that employ multiple geographically-tailored management areas, called Special Management Areas. The Members also agree to support local management approaches to Groundwater sustainability.

3.3.8 Maximize Knowledge and Opportunity. The Members recognize that the Act represents only one of several efforts being implemented to better manage water resources within the State of California. In furtherance of this recognition, the Members agree to find potential synergies between any related Groundwater management efforts in order to reduce costs and minimize duplicative efforts, and to maximize the benefits, knowledge, and opportunities of the GSA/GSP process.

3.3.9 Sharing of Costs.

3.3.9.1 The Members intend that costs for the administration and overhead expenses of the GSA shall be paid from assessments, fees, and charges imposed by the Agency pursuant to SGMA and other legal authority.

3.3.9.2 To the extent practicable, the costs for development and implementation of the GSP and any Groundwater management Projects pursuant thereto will be borne by the beneficiaries within that SMA.

3.3.10 Maximize Recharge. The Members agree to seek to maximize the Groundwater recharge capacity of the Management Area through actions taken in furtherance of the GSP.

3.3.11 Economic Impacts. The Members agree to consider the economic impacts of any future GSA actions taken in furtherance of this Agreement, and commit to minimize and/or mitigate any adverse economic impacts where reasonably feasible.

3.3.12 Undesirable Results. The Act requires that Groundwater basins be managed to avoid Undesirable Results. The Members understand and agree that it may be necessary for the Agency to restrict Groundwater extraction in certain subareas of the Management Area to remedy proven or prevent

continued Undesirable Results. Any such restrictions shall be imposed with the recognition that the corrective action must be effective enough to remediate the Undesirable Result. The Members further agree that Special Management Areas that can show that Groundwater is being sustainably managed shall not be subject to Groundwater extraction restrictions or water use limitations.

3.3.13 Credit for Recharge of the Subbasin.

3.3.13.1 Some Members currently recharge Groundwater within the Management Area, and others plan to do so in the future. The Members agree that it is important that the Agency, on a priority basis, develop standards for determining the appropriate credit to be granted to Members for recharge in the Management Area, and that such standards be included in the GSP.

3.3.13.2 In determining the standards, the Agency shall make use of all existing data developed by the Member.

3.3.14 Stakeholder Participation. Prior to or during preparation of any GSP, the Agency will encourage participation by stakeholders as appropriate, including, but not limited to state, federal and tribal governments, water and Groundwater management agencies and districts, land use entities such as counties and cities, non-governmental organizations representing water, Groundwater, environmental, and environmental justice interests, agricultural interests, universities, and the public.

ARTICLE 4: FORMATION AND POWERS

4.1 **Creation of Separate Entity.** Upon the Effective Date the Agency is hereby created as a joint powers agency pursuant to the provisions of Government Code §6500, *et seq.* as a public agency separate from its Members. The principle offices shall be:

Solano Subbasin Groundwater Sustainability Agency
c/o Solano County Water Agency
810 Vaca Valley Parkway, Suite 201
Vacaville, CA 95688
Phone: 707.451.6090
Fax: 707.451.6099

Within thirty (30) days of the Effective Date, the Members shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State as required by Government Code §§6503.5 and 53051. The boundaries of the Agency shall be as depicted in **EXHIBIT A** attached hereto.

4.2 **Certification.** Each Signatory Member certifies and declares that it is a public agency, as defined by Government Code § 6500, that is authorized to enter into a joint powers agreement to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code.

4.3 **Creation of GSA.** As soon as possible after formation, the Agency shall proceed with the requirements for electing to become a GSA for the Management Area, culminating in a notice to be filed with DWR no later than June 30, 2017.

4.4 **Powers.** The Agency is hereby authorized, in its own name, to do all acts necessary for carrying out the purposes of this Agreement and complying with the Act. Upon successfully electing to be a GSA, the Agency is hereby authorized to exercise the common powers of its Signatory Members and all additional powers granted to GSAs in the Act.

4.5 Restrictions on Exercise of Powers.

4.5.1 Notwithstanding the broad grant of power to the Agency set forth in Section 4.4, the Agency shall not have the power to bind any Member to any monetary obligation whatsoever by this Agreement other than that authorized by the Members through this Agreement.

4.5.2 No debt, liability, or obligation of the Agency shall constitute a debt, liability or obligation of any of the Members, except as otherwise provided in this Agreement.

4.5.3 The powers granted to the Agency by this Agreement and by the Act do not supersede the land use authority of any of the Signatory Members.

4.5.4 After formation of the SMAs, Groundwater issues in the Management Area shall be addressed through the use of voluntary measures identified, developed, and implemented by Members and property owners within the affected SMA or SMAs. If voluntary measures are found to be inadequate to achieve sustainability in the Management Area within a timeframe adequate to meet the deadlines established in the Act, the GSA Board will resort to the other powers and mechanisms granted to GSAs under the Act.

4.7 **Designation.** Pursuant to Government Code § 6509, the Members hereby designate Solano County for purposes of determining restrictions upon the manner of exercising the power of the Agency.

ARTICLE 5: MEMBERS

5.1. **Member Responsibilities.** The Members intend that the Agency provide for the joint exercise of certain powers common to the Signatory Members in studying, planning, and cooperatively and sustainably managing Groundwater in the Management Area, and for the exercise of such additional powers as are conferred by law in order to meet the requirements of the Act. The Signatory Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement, and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement. Subject to the limitations set forth in this Agreement, the Agency shall have the powers to perform all acts necessary to accomplish its purpose as stated in this Agreement.

5.2 **Initial Members.** The initial Members of the Agency shall be the original Parties.

5.3 **New Members.** Additional entities eligible to participate in a GSA under the Act may join this Agreement as a Party or through a Memorandum of Understanding, and thereby become a Member of the GSA, provided that the prospective new Member (a) is eligible to join a GSA as provided by the Act; (b) receives an affirmative vote from the Board as provided in this Agreement, (c) pays its proportionate share of previously incurred costs that the Board determines have resulted in benefit to the prospective member; (d) pays all applicable fees and charges; and (e) agrees in writing to the terms and conditions of this Agreement.

ARTICLE 6: GOVERNANCE.

6.1 **Board of Directors.** The business of the Agency will be conducted by a Board of Directors that is established. The Board of Directors shall initially include representatives from each of the Members and other designated agencies as follows:

6.1.1 Municipal Representatives.

6.1.1.1 The Board shall include one (1) Director from each of the following cities: City of Dixon and City of Rio Vista.

6.1.1.2 The Board shall include one (1) Director appointed by Non-Signatory Member Cal Water.

6.1.2 Districts. The Board shall include one (1) Director from each of the following districts: Solano Resource Conservation District, Dixon Resource Conservation District, Maine Prairie Water District, and Reclamation District 2068.

6.1.3 Unincorporated Areas.

6.1.3.1 The Board shall include two (2) Directors from the Solano County Board of Supervisors, one being the Supervisor from District 4 and the other being the Supervisor from District 5. From time to time, Solano County may adjust the boundaries of the supervisorial districts of the Solano County Board of Supervisors. In the event of such redistricting, Solano County may appoint as its two (2) Directors any Supervisors whose supervisorial district overlies a portion of the Management Area.

6.1.3.2 The Board shall include two (2) Directors representing agriculture, who shall be landowners within the Management Area that pump Groundwater for agricultural purposes, one to be appointed by the Solano County Board of Supervisors from candidates nominated by the Solano County Agricultural Advisory Committee, and one to be appointed by the Board of Directors from candidates nominated by the Solano County Farm Bureau.

Without amending this Agreement, the composition of the Board shall be altered from time to time to reflect the withdrawal of any Member and/or the admission of any new Member as allowed by this Agreement. Members whose governing body consists of elected officials shall appoint a member of their governing body as their representative to the Board (“**Director**”). Each Member may designate one (1) alternate to serve in the absence of that Member’s appointed Director (“**Alternate**”). Solano County may designate two (2) alternates to serve in the absence of Solano County’s appointed Directors. The Alternate must meet the same requirements stated above regarding being on the Member’s governing body. If necessary, all Directors and Alternates will be required to file a Statement of Economic Interests (FPPC Form 700). Each Member shall notify the Agency in writing of its designated representative to the Board of Directors.

6.2 **Compensation.** The Directors and Alternates shall serve without compensation, except that they may be reimbursed for reasonable expenses associated with their service on the Board as authorized by the Board.

6.3 **Requirements.** Each Director and Alternate shall certify to the Secretary in writing that he or she has been appointed to be a Board Member of the Agency and that he or she meets the qualifications established by this Article 6.

6.4 **Removal.** Directors and Alternates serve at the pleasure of their respective appointing Member and may be removed or replaced at any time. Upon removal of a Director, the Alternate shall serve as the Director until a new Director is appointed by the Member. Members must submit any changes in Directors or Alternates to the Secretary in writing and signed by the Member.

6.5 **Term.** Each Director shall serve at the pleasure of the appointing Member's governing body and may be removed by the Member's governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the unexpired term of the previous Director within ninety (90) days of the date that such position becomes vacant by the Member's governing body or the entity responsible for appointing that Director under this Agreement.

6.6 **Meetings of the Board of Directors.** The regular meetings of the Board of Directors may be held quarterly, or as the Board determines is necessary, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code § 54956. All meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §§ 54950, *et seq.*). In addition, regularly occurring meetings of committees established by the Board shall comply with the provisions of the Ralph M. Brown Act.

6.7 **Quorum.** A majority of the members of the Board of Directors will constitute a quorum.

6.8 **Voting.** Except as to actions identified in Section 6.9, the Board will conduct all business by majority vote, with each Board Member or his/her Alternate having one (1) vote. A majority vote of less than a quorum may only vote to adjourn.

6.9 **Supermajority Voting Requirement for Certain Actions.** A super majority vote of the Board of Directors shall be required for certain actions. A "**Supermajority Vote**" shall be defined as a two-thirds (2/3) vote of the entire Board of Directors, which includes at least one vote each from the groups of Members identified in Section 6.1.1, 6.1.2 and 6.1.3. The following actions shall require a Supermajority Vote:

6.9.1 Adoption or modification of the Initial Budget and Annual Budget;

6.9.2 Contracts over Twenty-Five Thousand Dollars (\$25,000.00) or for terms in excess of two (2) years;

6.9.3 Admission of additional Members;

6.9.4 Appointment, employment, or dismissal of an employee, including any independent contractor who functions as an employee;

6.9.5 Adoption and imposition of any credits, fees, charges, or assessments pursuant to law, including pursuant to the Act;

6.9.6 Approval and adoption of any and all GSPs and amendments;

6.9.7 Adoption of groundwater allocations or any limitation on groundwater pumping;

6.9.8 Setting amounts of any contributions or fees to be made or paid to the Agency from any Member;

6.9.9 Compromise of payment of any claim against or by the Agency;

6.9.10 Acquisition by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and to hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and to

construct, maintain, alter, and operate any and all works or improvements, within or outside the Agency, necessary or proper to carry out any of the purposes of the Agency;

6.9.11 Replacement of the annual special audit required by Government Code §6505 with an audit covering a two year period;

6.9.12 Approval and adoption of any and all Coordination Agreements between the Agency and any adjacent GSAs.; and

6.9.13 Approval of Project Agreements pursuant to Article 10.

6.10 **Rules.** The Board may adopt such other rules and regulations for the conduct of its business as a GSA and in the implementation of any GSP as it shall deem necessary or desirable, consistent with the provisions of this Agreement and the Act.

ARTICLE 7: OFFICERS AND EMPLOYEES

7.1 **Officers.** The Board of Directors shall annually elect a Chairperson, a Vice Chairperson, and a Secretary. The Chair and Vice Chair shall be Directors of the Board.

7.1.1 The Chair shall preside at all Board Meetings.

7.1.2 The Vice Chair shall act in place of the Chair at meetings should the Chair be absent.

7.1.3 The Secretary:

7.1.3.1 Shall be responsible for minutes of all meetings of the Board and shall ensure that a copy of the minutes is provided to each Director and Alternate.

7.1.3.2 Shall have other powers as designated by the Board.

7.1.4 All officers shall be chosen at the first meeting of the Board. Any officer may resign at any time upon written notice to the Chair.

7.2 **Treasurer.** Initially SCWA, through its certified public accountant, shall serve as the treasurer of the Agency as more fully set forth in Article 11. The Agency shall enter into a staffing services agreement with SCWA for such services as set forth in Section 7.5. Thereafter, the Board of Directors may designate another eligible treasurer in compliance with Government Code § 6505.5.

7.3 **Internal Subcommittee Formation.** The Board of Directors may establish such internal subcommittees as it determines necessary. Each such internal subcommittee shall be comprised of members of the Board, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board, and shall make recommendations to the Board on the various activities identified within the scope of the subcommittee's responsibilities as determined by the Board of the Agency.

7.4 **Legal Counsel.** The Board shall appoint legal counsel to serve the Agency as it deems appropriate.

7.5 **Employees.** The Agency will initially have no employees. SCWA, which is not a party to this Agreement, will provide staffing services to the Agency to meet the initial administrative, financial, and personnel needs of the Agency. The Agency and SCWA will enter into a staffing services agreement to define the scope of services and compensation for those services. Member agencies, districts, and organizations may also provide support services to the Agency, but those shall be limited to services through the TAC. As needed in the future, the Board shall have the authority to employ any such additional full-time and/or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency.

ARTICLE 8: ADVISORY COMMITTEES

8.1 The Board may establish advisory committees from time to time.

8.2 The Board shall establish a Technical Advisory Committee (“**TAC**”) to assist the Board with the technical aspects of GSP development and implementation of the Act. The TAC shall be comprised of a staff member or similar representative from each of the Members and other entities identified in Sections 6.1.1, 6.1.2 and 6.1.3. Staff from SCWA, or other Member as directed by the Board, may also provide administrative and technical services to the TAC.

8.2.1 **Responsibilities.** The TAC’s responsibilities shall include, but are not limited to:

8.2.1.1 Developing reports, plans, procedures, RFP’s/RFQ’s, or parameters to be submitted to the Board for consideration;

8.2.1.2 Advising the Board regarding various action items;

8.2.1.3 Drafting specific recommended policies, guidance documents, and regulations for consideration and adoption by the Board;

8.2.1.4 Providing technical support and coordination for Special Management Areas;

8.2.1.5 Providing general financial oversight; and

8.2.1.6 Assisting with GSP development and implementation.

ARTICLE 9: SPECIAL MANAGEMENT AREAS

9.1 **Special Management Areas.** The Board may create one or more Special Management Areas (“**SMA**”) consisting of geographic subareas within the boundaries of the Management Area that represent areas where the presence of local conditions for one or more critical parameters differ from those of the remaining Management Area, and where the Board has determined an area will benefit by identifying site-specific conditions of water demand, water use, water source, management strategies, or other characteristics. The intent behind the creation of SMAs is to allow local control and local action to resolve issues that do not require full involvement of all Members. The Board will designate the boundaries of the SMAs on a map officially adopted by the Board after public notice.

9.2 **Special Management Area Committees.** The Board shall create one SMA Committee for each SMA. Each Member whose service area boundaries overlie or overlap with the boundaries of an SMA shall appoint one (1) representative to the SMA Committee corresponding to that SMA. The SMAs shall be subject to the authority of the Board. However, the Board may allow Members, property owners, and interested parties located within an SMA the opportunity to identify and resolve localized

Undesirable Results within the SMA, or groups of SMAs affected by the same issue, using voluntary actions, as long as the requirements of the GSP for the Management Area are followed, and timelines of the Act are met. SMAs or groups of SMAs working on various issues will be informally managed by the members of the Board whose geographic boundaries overlay the SMA. In the event that issues are not resolved in a manner acceptable to the Board, or the issues expand to involve other Members or larger geographic areas, the Board may intercede to obtain resolution.

9.3 **Responsibilities of SMA Committees.** The responsibilities of SMA committees shall be as designated by the Board, and may include, but are not limited to, the following:

9.3.1 Conducting local Groundwater monitoring and undertaking Projects to ensure sustainability;

9.3.2 Reporting to the Board on GSP responsibilities and/or requirements for the SMA;

9.3.3 Developing outreach efforts and conducting stakeholder and public engagement;
and

9.3.4 Miscellaneous roles to be modified during development or amendment of the GSP.

ARTICLE 10: SPECIFIC PROJECTS.

10.1. **Projects.** The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by this Agreement with the participation of all Members.

10.2. **Member Specific Projects.** In addition to the general activities undertaken by all Members, the Agency may initiate specific projects or litigation ("**Project**") that involve less than all Members. No Member shall be required to be involved in such Projects.

10.3. **Project Agreement.** Prior to undertaking any Project or litigation that does not involve all Members, the Members electing to participate in the Project shall enter into a written agreement ("**Project Agreement**"). A Member may elect not to participate in a specific Project or litigation matter that does not involve all Members by not entering into the Project Agreement. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the specified Project. All assets, rights, benefits, and obligations attributable to that Project shall be assets, rights, benefits, and obligations of only those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the project involves litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed on the pleadings and/or appear on litigation materials.

10.4. **Board Approval.** All Project Agreements are subject to the Board's review and approval by Supermajority vote.

ARTICLE 11: FISCAL PROVISIONS

11.1 **Fiscal Agent, Depository and Accounting.**

11.1.1 The SCWA is designated as the Treasurer, fiscal agent, and depository for the Agency. SCWA shall be the depository and have custody of all money of the Agency, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Agency shall be held in a joint operating fund the Solano Subbasin GSA Fund or such other separate accounts as may be necessary (“**Fund**”), in the name of the Agency and not commingled with the funds of SCWA or any Member or any other person or entity. Full books and accounts shall be maintained for the Agency in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records of the Agency shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders, and to the extent provided by resolution or indenture.

11.1.2 The Treasurer shall draw warrants and pay demands against the Agency when the demands have been approved by the Board or any authorized representative pursuant to any delegation of agency adopted by the Agency. The Fund shall be used to pay all administrative, operating and other expenses incurred by the Agency. The Treasurer shall comply strictly with the provisions or statutes relating to their duties found in Chapter 5 (commencing with §6500) of Division 7 of Title 1 of the California Government Code.

11.2 **Accountability, Reports and Audits.** There shall be strict accountability of all funds, and an auditor designated by the Board shall report any and all receipts and disbursements to the Board with such frequency as shall be reasonably required by the Board. The Agency will utilize the services of an outside independent certified public accountant to make an annual audit of the account and records of the Agency as required by Government Code §6505(d), unless the Members elect to conduct the audit for a two (2) year period. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts pursuant to Government Code §26909, and shall conform to generally accepted accounting principles. The outside independent certified public accountant selected by the Agency shall be formally designated by a resolution adopted by the Board stating the effective date of the appointment and the term of the appointment.

11.3 **Operating Budget and Expenditures.** The Board shall approve an initial budget no later than one hundred eighty (180) days following the Effective Date (“**Initial Budget**”). Thereafter, the fiscal year for the Agency shall extend from July 1 to June 30 of each year, and the Board shall adopt an annual budget for the coming fiscal year by June 30 of each year, as required to conduct its business in a manner consistent with the purposes of the Agency (“**Budget**”). All expenditures within the designations and limitations of the applicable approved Budget may be made upon approval of the Treasurer. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an approved Budget only upon the approval of the Board and in accordance with Board directions and authorizations concerning authorized account signatories. The Agency may invest any money that is not required for its immediate necessities in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code §53635.

11.4 **Initial Funding Contributions.** The Agency shall initially be funded as follows:

11.4.1 Solano County shall provide an initial contribution in the amount of eighteen thousand dollars (\$18,000.00), due within ninety (90) days following the Effective Date.

11.4.2 The Cities of Dixon and Rio Vista, Reclamation District 2068, and Maine Prairie Water District, shall each provide an initial contribution in the amount of six thousand dollars (\$6,000.00), due within ninety (90) days following the Effective Date.

11.4.3 Dixon Resource Conservation District and Solano Resource Conservation District shall each provide an initial contribution in the amount of six thousand dollars (\$6,000.00), due within ninety (90) days following the Effective Date.

11.4.4 The Members intend for the Agency to execute a memorandum of agreement or other legal agreement between the Agency and Cal Water. The Members expect that this legal agreement will include an initial funding contribution from Cal Water.

11.5 Continued Funding.

11.5.1 While the Initial Budget shall include the initial funding contributions described in Section 11.4, it is the intention of the Members that the Agency's development and implementation of GSPs and compliance with SGMA shall be funded by assessments, charges, and fees imposed directly by the Agency in accordance with law. Such charges shall be levied by the Agency in an equitable manner, taking into consideration (a) past costs incurred by landowners to develop information on Groundwater, and (b) the intention of the Members that areas within the Management Area that have developed and/or continue to develop Groundwater information should not have to subsidize areas that have not developed or are not developing such information.

11.5.2 The Agency may also seek funding from other alternative sources, including but not limited to state and federal grants or loans. Unless specifically allocated by the Board, all funding contributions obtained from alternative sources shall be allocated to the Agency, and shall not be allocated or obligated to any specific Member or Members. The Board may arrange payment of the expenses of the Agency through an alternative funding source. In accordance with Government Code § 6512.1, the Board may direct repayment or return to the Members all or part of the contributions made by the Members, upon such terms as may be consistent with any indebtedness incurred by the Agency.

11.6 **Assessments for Extraordinary Costs.** In the event the Agency should experience an unanticipated need to pay for extraordinary costs, or to pay for any and all costs of litigation or indemnification as provided in this Agreement, and to the extent that such costs cannot otherwise be reasonably funded through use of reserves on hand or through the other revenue sources authorized by this Agreement, the Board may allocate the additional costs, whether actually incurred or estimated to be necessary. The Board shall make every attempt to allocate extraordinary costs based upon the level of Member benefit. If a clear level of Member benefit cannot be identified, all allocations of extraordinary costs shall be proportionally allocated to each Member, and shall be subject to a Supermajority vote of the Board. Notwithstanding the foregoing, the allocation of extraordinary costs shall be made consistent with Section 3.3.9. The Members agree that they will then contribute their share of the additional costs within a reasonable period of time as determined by the Board.

11.7 **Initial Staffing Contributions.** The Agency initially intends to pursue the goals and objectives identified in this Agreement by utilizing the staff of SCWA and Members to pursue those operations, investigations, and programs that can be most cost-effectively handled by maximizing Member staff and resources. The Secretary and the Board shall confer regarding the respective initial staffing contributions of SCWA and Members that will be utilized during the time period covered by the initial operating budget. Thereafter, all SCWA and Member staff contributions to conducting the activities of the Agency shall be recommended by the Secretary for approval by the Board at the time for adopting the Budget. In the event staffing contributions of the Members recommended by the Secretary are not allocated equally amongst the Members, the Board may adjust the monetary contributions of the Members as specified in this Article.

ARTICLE 12: DISPUTE RESOLUTION.

Should any controversy arise between the Members concerning this Agreement or the rights and duties of any Member under this Agreement, the Members shall submit the matter to an independent mediator or mediation service to mediate the dispute. Each party in the dispute shall submit the names of three acceptable mediators, none of which can be an employee or agent of any Member, and who has knowledge of and experience in the management of Groundwater resources. The disputing parties shall agree on an acceptable mediator, and if they cannot agree, the mediator shall be appointed by the Chair of the Board from the list of mediators submitted by the disputing parties. The appointed mediator shall render a non-binding decision on the matter in dispute and will be compensated by the Agency. In the resolution of any such dispute, the principles set forth in Sections 3.2 and 3.3 of this Agreement shall guide the mediator(s).

ARTICLE 13: TERM AND WITHDRAWAL

13.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect until the governing bodies of the Members unanimously elect to terminate the Agreement. Upon termination of this Agreement, the Board shall continue to act as a board to wind up and settle the affairs of the Agency within ninety (90) days. The Board shall adequately provide for the known debts, liabilities, and obligations of the Agency, and shall then distribute the assets of the Agency among the Members, as follows:

13.1.1 Any physical assets contributed by each Member, or the value thereof as of the date of termination shall be distributed to that Member.

13.1.2 The remaining assets shall then be distributed to each Member in equal proportion to initial financial contribution.

13.1.3 Notwithstanding any other provision by the Board for payment of all known debts, liabilities, and obligations of the Agency, each of the remaining Members shall remain liable for any and all such debts, liabilities, and obligations in equal proportions, or in the proportion specified for particular actions or activities that give rise to such debts, liabilities, and obligations.

13.2. **Withdrawal.** Any Member may withdraw from the Agency (“**Withdrawing Member**”) by delivery of written notice to withdraw to each of the Members at least sixty (60) days prior to the date of withdrawal (“**Withdrawal Notice Period**”).

13.3. **Effect of Withdrawal.** A Member’s withdrawal shall have no effect on the validity of the Agency or the continuance of this Agreement among the remaining Members. After providing written notice of withdrawal, the Withdrawing Member shall neither be entitled nor obligated to participate in a vote on any matter before the Board, including but not limited to adoption of the Budget or any assessment allowed by Section 11.6.

13.4 **Continuing Fiscal Obligations.** Any Withdrawing Member shall remain liable during the Withdrawal Notice Period for its proportionate share of budgeted costs for that Fiscal Year. If the remaining Members elect to incur extraordinary costs in accordance with Section 11.6, the Withdrawing Member shall be proportionately liable during the Withdrawal Notice Period for the obligations or debts approved and incurred by the Agency for those extraordinary costs. Any Withdrawing Member shall remain proportionately liable for any unfunded capital expenditures incurred or approved prior to the date of written notice of withdrawal of such Member.

13.5. **Continuing Claims Obligations.** Withdrawing Members will remain obligated to contribute their proportionate share (based upon the membership roll as of the date of the claim), including without limitation legal defense costs, for any occurrences incurred during the Member's membership, but not presented as a claim against the Agency until after the Member's withdrawal.

13.6. **Divisions of Property Assets.** Any real property assets contributed by the Withdrawing Member, or the value of the real or personal property assets at the date of withdrawal, will be returned to the withdrawing Member.

13.7 **Continuing Obligation to Comply with the Act.** Each Withdrawing Member agrees that it has a continuing obligation to comply with the Act and shall, if prior to June 1, 2017, or prior to the Agency becoming an exclusive GSA, notify DWR that it shall act as its own GSA or join an alternate GSA that has entered into or will enter into a Coordination Agreement or Memorandum of Understanding with the Agency. If after June 1, 2017, the Withdrawing Member shall remain subject to the terms of the GSP that is prepared by the Agency so as to not put the Management Area in jeopardy, unless a mutually agreed upon resolution is reached between the Agency and the withdrawing Member. This Section 13.7 shall survive the Withdrawing Member's withdrawal from this Agreement, is for the express benefit of the remaining Members, and is subject to the indemnification provisions of Article 14.

13.7 **Rights of Member to Become GSA in Event of Withdrawal or Termination.** A Withdrawing Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries, provided such boundaries shall exclude land located within another Member other than Solano County. In such event the Agency (i) shall not object to or interfere with the lands in the Withdrawing Member's boundaries being in a GSA, as designated by the Withdrawing Member, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Management Area within the boundaries of the Withdrawing Member and so notify the California Department of Water Resources. In the event of any Member's withdrawal, Solano County will retain all its rights and powers under SGMA.

13.8 **Use of Data.** A Withdrawing Member shall be entitled to use any data or other information developed by the Agency during its time as a Member. Further, should a Member withdraw from the Agency after completion of a GSP, the Withdrawing Member shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 14: INDEMNIFICATION/CONTRIBUTION.

14.1 **Liability.** In accordance with California Government Code § 6508.1, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, and obligations of the Agency alone, and not the Members.

14.2. Indemnification.

14.2.1 Directors, Alternates, officers, and employees of the Members of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Parties to this Agreement for any mistake of judgement or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Agency's funds, or failure to invest the same. To the extent authorized under California law, no Director, officer, or employee of the Agency shall be responsible for any action made, taken, or omitted, by any other Director, Alternate, officer or employee.

14.2.2 The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency and any Director, Alternate, officer, or employee of the Members of the Agency for actions taken in good faith and within the scope of his or her authority.

14.2.3 The Agency shall hold harmless, defend, and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property (including property owned by any Member), arising out of the activities of the Agency, or its agents, officers, and employees under this Agreement. The foregoing indemnification obligations shall continue beyond the term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

14.3 **Insurance.** The Agency shall obtain insurance for the Directors and Alternates and general liability insurance containing liability in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Agency. The Members, their officers, directors, and employees, shall be named as additional insureds.

ARTICLE 15: MISCELLANEOUS PROVISIONS

15.1 **Claims.** All claims against the Agency, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage, or any other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title I of the Government Code, which describes the appropriate content of the claim.

15.2 **Entire Agreement Represented.** This Agreement represents the entire agreement among the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all of the Parties.

15.3 **Headings.** Section Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

15.4 **Notices.** Except as may be otherwise required by law, any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or sent by Electronic Transmission (subject to confirmation of such transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered; (ii) three Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service; (iii) the day of sending, if sent by email prior to 5:00 p.m. (PST) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PST) on any Business Day or on any day other than a Business Day; or (iv) five Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the address or email specified in **EXHIBIT B** attached hereto, or to such other address or addresses or email as such party may subsequently designate to the other parties by notice given hereunder.

15.5 **Construction.** This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any uncertainty.

15.6 **No Third Party Beneficiaries Intended.** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

15.7 **Waivers.** The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

15.8 **Conflict with Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal Agency, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement shall continue in full force and effect.

15.9 **Further Assurances.** Each Party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

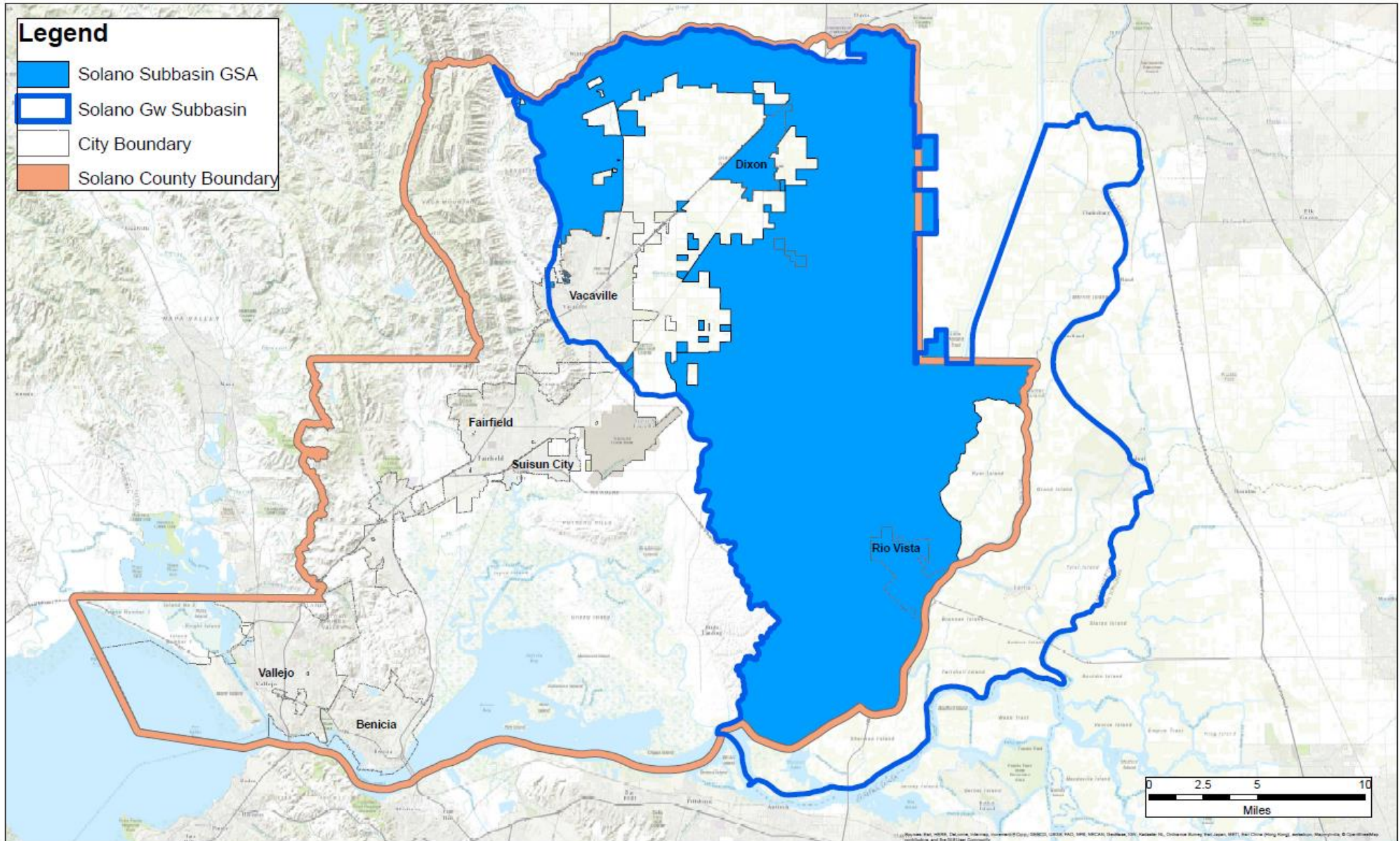
15.10 **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.11 **Amendment.** This Agreement may be amended at any time, provided that any such amendment is reduced to writing, signed by all Members hereto, and adopted by unanimous vote by the entire Board. Amendments shall be filed with the Secretary of State within thirty (30) days of the effective date of the amendment, in accordance with Government Code § 6503.5.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures.

_____	Date: _____
City of Dixon	
_____	Date: _____
Dixon Resource Conservation District	
_____	Date: _____
Maine Prairie Water District	
_____	Date: _____
Reclamation District Number 2068	
_____	Date: _____
City of Rio Vista	
_____	Date: _____
Solano County Board of Supervisors	
_____	Date: _____
Solano Resource Conservation District	

EXHIBIT A MAP SHOWING BOUNDARIES OF THE AGENCY



Solano Subbasin GSA

Solano County GIS Services
Department of Information Technology
675 Texas Street, Suite 3700
Fairfield, CA 94533
Phone: 707-764-4340
Email: GISStaff@solanacounty.com
P&J 1608, 5/10/2017

Disclaimer:
This map was made using Solano County GIS files with varying degrees of scale, accuracy, precision, currentness, and alignment and therefore cannot be used for situations requiring survey grade measurement or legal boundary determinations. Solano County disclaims liability for any loss that may result from the use of this map. User acknowledges data limitations and accepts responsibility for map based judgments.

EXHIBIT B
ADDRESSES FOR NOTICE

Solano Subbasin Groundwater Sustainability Agency c/o Solano County Water Agency 810 Vaca Valley Parkway, Suite 201 Vacaville, CA 95688 Phone: 707.451.6090	City of Dixon City Manager 600 E. A St. Dixon, CA 95620 Phone: (707) 678-7000
City of Rio Vista City Manager One Main Street Rio Vista, CA 94571 Phone: (707) 374-6451	Dixon Resource Conservation District Mr. John Currey, District Manager 1170 North Lincoln Street, Suite 110 Dixon, CA 95620 Phone; (707) 678-1655
Solano County, Dist. 5 Board of Supervisors Attention: Clerk of the Board 675 Texas Street, Suite 6500 Fairfield, CA 94533 Phone: (707) 784-6100	Solano County, Dist. 4 Board of Supervisors Attention: Clerk of the Board 675 Texas Street, Suite 6500 Fairfield, CA 94533 Phone: (707) 784-6100
Solano Resource Conservation District Board of Directors 1170 N. Lincoln, Ste. 110 Dixon, CA 95620 Phone: (707) 678-1655 (ext. 101)	Solano Farm Bureau Board of Directors 300 Main St, Suite C Vacaville, CA 95688 Phone: (707) 449-8044
Maine Prairie Water District General Manager 6595 Pitt School Rd. Dixon, CA 95620 Phone: (707) 678-5332	Solano County Agricultural Advisory Committee Board of Directors 501 Texas Street Fairfield, CA 94533 Phone: (707) 784-1310
Reclamation District 2068 Board of Directors 7178 Yolano Rd. Dixon, CA 95620 Phone: (707) 678-5412	California Water Service Attention: 110 East Mayes Street Dixon, CA 95620 Phone: (707) 678-5928

RESOLUTION NO. 2017 - ____

**A RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING A JOINT POWERS AGREEMENT ESTABLISHING THE SOLANO SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY AND DESIGNATING BOARD OF
SUPERVISORS MEMBERS TO SERVE AS AGENCY DIRECTORS AND ALTERNATE**

Whereas, on August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319, and AB 1739. Collectively, those bills, as subsequently amended, enacted the Sustainable Groundwater Management Act ("Act"). Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015; and

Whereas, the County of Solano overlies the Solano Subbasin, California Department of Water Resources Basin No. 5-21.66, as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2; and

Whereas, the Act authorizes a "local agency," as defined in Water Code section 10721(n), to become a Groundwater Sustainability Agency ("GSA") and to develop and implement a Groundwater Sustainability Plan ("GSP"); and

Whereas, the County of Solano has participated in the development of a Joint Powers Agreement Establishing the Solano Subbasin Groundwater Sustainability Agency ("JPA"), which establishes a new public entity to be known as the Solano Subbasin Groundwater Sustainability Agency ("Agency") for the purpose of coordinating groundwater management within the Subbasin, in accordance with the Act; and

Whereas, the mission of the Agency is to provide a dynamic, cost-effective, flexible, and collegial organization to ensure initial and ongoing compliance with the Act within the Subbasin; and

Whereas, the Agency's Board includes two (2) Directors from the Solano County Board of Supervisors, which are initially the Supervisor from Districts 4 and 5, but from time to time, after redistricting, the Board of Supervisors may appoint as its two (2) Directors any Supervisors whose supervisorial district overlies a portion of the Solano Subbasin; and

Whereas, the JPA requires the Solano County Board of Supervisors to designate one (1) Alternate Director from the Solano County Board of Supervisors to participate on the Agency's Board in the absence of any of the two (2) primary Directors; and

Whereas, the Solano County Board of Supervisors has carefully considered the terms and conditions of the JPA and has determined that participation in the Agency is appropriate and in the best interest of the County of Solano.

Resolved, the Solano County Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the JPA and any amendments thereto for the County of Solano to participate in the Agency.

Resolved, the Agency Directors from the Board of Supervisors and their Alternate Director are authorized and directed to take all action necessary to carry out and fulfill the requirements and purposes of the JPA and represent the interests of Solano County and the Agency, in accordance with the Act.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 6, 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

Table 1 - Solano Subbasin Groundwater Sustainability Agency (GSA) Formation – Options

Components	A - Solano Subbasin GSA	B - County of Solano GSA	C – State Management
Management Area	Solano Subbasin in Solano County and portions of RD 2068 and Liberty Island in Yolo County Excludes other GSAs (SID, City of Vacaville, and potential Northern Delta GSA).	Unmanaged areas in the Solano County portion of the Solano Subbasin. Excludes any existing or proposed GSA areas.	Initially covering unmanaged that are outside of established GSAs and could cover the entire Solano Subbasin (Solano, Yolo, and Sacramento Counties), and within existing GSA areas if deemed probationary.
GSA Governance and Board Representatives	<p>Joint Powers Agreement (JPA) establishing 11-member Board of Directors</p> <p>Local control by GSA-eligible and other entities:</p> <p><u>Municipal Representatives (3):</u></p> <ul style="list-style-type: none"> • Cities of Dixon and Rio Vista • Cal Water* (via MOU with GSA) <p><u>District Representatives (4):</u></p> <ul style="list-style-type: none"> • Maine Prairie • Reclamation District 2068 • Dixon and Solano RCDs <p><u>Unincorporated Area Representatives (4):</u></p> <ul style="list-style-type: none"> • Solano County Supervisors (Districts 4 & 5) • 2 Public Ag. Seats <ul style="list-style-type: none"> ○ 1 appointed by Board of Supervisors from Ag Adv. Comm. nominees ○ 1 appointed by the GSA Board from Farm Bureau nominees. 	Board of Supervisors	State Water Resources Control Board
Voting	<p>1 vote per member</p> <p>Supermajority voting: 2/3 vote of GSA Board, plus at least 1 vote from a Municipal, District, and Unincorporated representative for certain major actions (identified in Article 6.9):</p> <ul style="list-style-type: none"> • Annual Budgets • Adoption of fees and credits 	Board of Supervisors voting procedures.	State Water Resources Control Board voting procedures.

Table 1 - Solano Subbasin Groundwater Sustainability Agency (GSA) Formation – Options

Components	A - Solano Subbasin GSA	B - County of Solano GSA	C – State Management
	<ul style="list-style-type: none"> • Contract approvals over \$25,000 • New Member admission or Employees • GSP Adoption • Claim payments against or by the agency • Acquisitions • Replacement of annual special audit • GSA Coordination agreements. 		
Dispute Resolution	Independent mediator, chosen by disputing parties or appointed by GSA Board chair, will render non-binding decisions based on the guiding principles set forth in JPA.	Board of Supervisors voting procedures.	State Board voting procedures.
Officers	Annual Election of Chair, Vice Chair, and Secretary (Article 7.1). Member term at discretion of appointing governing body.	Possible Annual Appointment of Board Members to Chair and Vice Chair.	Per State policy.
Treasurer	Solano County Water Agency (SCWA) via staffing agreement with GSA Board, which can be modified in the future (Article 7.2).	Solano County auditor	Possibly under State Board auditor.
Staffing	SCWA will provide initial administrative, financial, and personnel staffing services to the GSA (Article 7.5). Staff from SCWA and member entities to provide in-kind work to conduct activities, operations, and investigations (Article 11.7).	Administrative, financial, and limited project oversight provided by County Department staff. Consultants likely needed for special projects, and to develop and implement the GSP.	State Board staff or consultants and possible delegation of some functions to local agencies.

Table 1 - Solano Subbasin Groundwater Sustainability Agency (GSA) Formation – Options

Components	A - Solano Subbasin GSA	B - County of Solano GSA	C – State Management
Subcommittees	<p><u>Technical Advisory Committee:</u> Staff from each member entity and SCWA. Drafts policies, guidance, and regulations, provides technical assistance for GSP, and coordinates SMAs. (Article 8.2).</p> <p><u>SMA Committees:</u> Each SMA area composed of member representatives, property owners, and stakeholders residing in the SMA. Will undertake voluntary actions, reporting, public outreach, and work necessary to resolve localized conditions (Article 9.3).</p>	Board of Supervisors could form a subcommittee or advisory committees.	The State Board could create subcommittees or advisory committees.
Funding/Costs	<p><u>Operating Budget:</u> Annual adopted by GSA board (Article 11) and held in operating fund through SCWA as fiscal agency.</p> <p><u>Initial contribution:</u> \$6,000 per GSA Board seat. Solano County provides \$18,000 (two Board of Supervisor seats plus Ag. Advisory Committee nominee) (Article 11.4).</p> <p><u>Administration and Overhead:</u> Paid through assessments and fees (Article 3.3.9.1). GSP development and special projects: borne by beneficiaries within SMAs (Article 3.3.9.2).</p>	Initially paid from County General Fund until/unless fees or assessments are established.	Paid through annual fees on wells and volumetric water extracted. State can order extractors to conduct special projects which may result in paying local and state fees.
Special Management Areas (SMAs)	Allows for management of subareas based on differing local conditions (water demand, water source, management strategies or other characteristics). (Article 9.1).	Board of Supervisors could establish various advisory committees or stakeholder groups to serve this purpose.	State Board could establish various advisory committees or stakeholder groups to serve this purpose.
Implementation	SMAs (if established) will promote voluntary measures first. If voluntary measures fail, the	Board of Supervisors will be responsible for implementing	Mandatory monitoring, metering, and annual reporting for all

Table 1 - Solano Subbasin Groundwater Sustainability Agency (GSA) Formation – Options

Components	A - Solano Subbasin GSA	B - County of Solano GSA	C – State Management
	GSA can resort to other mechanisms to achieve sustainability. (Article 4.5.4).	SGMA requirements through ordinances and regulations.	wells. Additional technical reports or interim plan(s) required (Water Code § 5202).
New Membership	New members are Eligible (Article 5.9) through Memorandum of Understanding after: 1) approval by the GSA Board, 2) payment of share of costs that benefits the prospective member, and 3) agreement to the terms of the JPA.	Board of Supervisors would need to enter into an agreement to allow new members and adjust governance structure.	Not applicable.
Withdrawal	Any member may withdraw from the GSA with 60 days' notice (Article 13). Withdrawing member remains liable for proportional costs of unfunded expenditures incurred during their membership. Withdrawing member retains its right to become or participate in a GSA within its jurisdiction.	County withdrawal from any areas it oversees without another GSA covering the area will leave area unmanaged and subject to state intervention and management.	Local GSAs must be formed prior to State withdrawal.
Termination	Requires unanimous termination of the agreement. (Article 13.1)	Board of Supervisors action required.	State is default until local GSAs formed.

Notes: * non-GSA eligible entity, **SGMA** – Sustainable Groundwater Management Act, **GSP** – Groundwater Sustainability Plan, **SMA** – Special Management Area



Solano County Agricultural Advisory Committee (AAC)

501 Texas Street, Fairfield, CA 94533
PHONE (707) 784-1310 FAX (707) 784-1330

May 17, 2017

Jeanette Neiger
Clerk of the Board

Dear Ms. Neiger,

At its scheduled meeting on May 10th, 2017 the Solano County Agricultural Advisory Committee (AAC) selected Russ Lester as the primary candidate and Al Medvitz as an alternate to serve as nominees to the Board of Supervisors as possible participants on a Joint Powers Authority (JPA). The JPA is to administer a Groundwater Sustainable Agency (GSA) for the Solano Sub-basin in compliance with The Sustainable Groundwater Management Act (SGMA).

Russ Lester is the current Chair of the Agricultural Advisory Committee and is a member representing The Fruit and Nut market segment of Solano agriculture. Al Medvitz represents Rangeland and Animal Industry in lieu of processing. Both Russ and Al have long tenures with the AAC and have served on various working groups dealing with water and resources. More recently, they have represented the AAC at the multi-agency GSA Advisory Group. Both of them reside in the sub-basin, own agricultural land within the basin boundaries and pump groundwater for agricultural purposes.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Allan".

Jim Allan
Agricultural Commissioner, Sealer of Weights and Measures



Solano County

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

Agenda Submittal

Agenda #: 26 **Status:** Regular Calendar
Type: Presentation **Department:** Resource Management
File #: 17-385 **Contact:** Bill Emlen, 784-6062
Agenda date: 6/6/2017 **Final action:**
Title: Receive a presentation from representatives of the State of Colorado's Department of Revenue Deputy Executive Director Heidi Humphreys and Director of Marijuana Enforcement Division Jim Burack on administering and enforcing medical and retail marijuana laws and regulations in Colorado
Governing body: Board of Supervisors
District: All
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive a presentation from representatives of the State of Colorado's Department of Revenue Deputy Executive Director Heidi Humphreys and Director of Marijuana Enforcement Division Jim Burack on administering and enforcing medical marijuana laws and regulations in Colorado.

SUMMARY/DISCUSSION:

As part of researching possible regulatory options for commercial cannabis and medical marijuana in Solano County, staff has arranged for presentations from professionals with expertise in various aspects of the evolving cannabis regulatory environment and the cannabis industry. Among the potential presenters we felt it would be important to hear from individuals who have recent experience in states that have gone through the transition from medical marijuana to legalization of recreational cannabis to gain a better understanding of issues they have experienced and how they are being addressed. In that context, we were fortunate to secure two high level governmental officials from the State of Colorado currently involved in the regulation of cannabis in Colorado to speak with us on what they are experiencing in their state.

Deputy Executive Director Heidi Humphreys oversees and supports four divisions within the Colorado Department of Revenue including Taxation, Motor Vehicles, Lottery and Enforcement of the Horse Racing, Automobile Dealers, Gaming, Liquor and Tobacco and Recreational and Medical Marijuana Industries. She holds a Master's Degree in Organizational Performance and Change from Colorado State University.

Director of Marijuana Enforcement Jim Burack was appointed Director of Marijuana Enforcement Division in February 2016 after working as Chief of Investigations. He is the former police chief for Milliken CO, received his J.D. from the University of Colorado and is a member of the Colorado, California and District of Columbia bars.

With both speakers we hope to gain a better understanding of challenges they may have experienced or are experiencing in enforcing the new marijuana laws in their state and in particular how law enforcement has had to adjust to enforcing the new laws.

In terms of the overall evaluative process of evaluating how the County should respond to the new cannabis laws in California, staff is tracking the recent release by the Department of Food and Agriculture of draft regulations on cultivation and licensing of medical cannabis, the Department of Public Health has released proposed regulations on cannabis manufacturing and the Bureau of Marijuana Control has released draft regulations on medical cannabis testing laboratories. Staff is reviewing these draft regulations and will be preparing comments. These regulations may be short term as a Trailer Bill in the legislature may end up consolidating certain regulations pertaining to medical and recreational cannabis. Staff is currently reviewing this bill.

Staff will be meeting with the Board subcommittee for review and guidance on possible commercial cannabis regulations. Staff anticipates holding a study session on commercial cannabis regulations with the Planning Commission in July and possibly one with the Board shortly thereafter.

FINANCIAL IMPACT:

Travel costs including airfare, lodging and transportation will be paid by the Department of Resource Management as part of the ongoing costs of evaluating and developing cannabis regulations which is factored into the Resource Management FY2016/17 budget.

ALTERNATIVES:

The Board could elect not to receive the presentation from Heidi Humphreys and Jim Burack providing information on how Colorado's Department of Revenue administers and enforces medical and retail marijuana laws; however, this is not recommended since it is in the best interest of the County to gain insight and knowledge in regards to addressing the County's roles, responsibilities and potential issues relative to responding to ongoing changes to the cannabis regulatory environment.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION