

Solano County

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



Agenda - Final

Tuesday, August 28, 2018

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 **18-603** Conference with Real Property Negotiators: Property: APN: 0178-200-040, St. Francis Way, Rio Vista; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Gerry Raycraft; Under negotiation: Price and terms

Conference with Real Property Negotiators: Property: APN: 0027-360-150, 425-427 Executive Court, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Ken Rowett;

Under negotiation: Price and terms

Conference with Real Property Negotiators: Property: All or parts of APNs: 0042-010-40, 0042-040-11, 0042-100-01, 0042-100-03, 0042-100-05, 0174-130-01, 0174-130-05, 0174-140-02, 0174-150-03, 0174-150-09, Wilcox Ranch; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Michael Lango, General Services Director; Negotiating parties: Colonel Matthew A. Leard and Sean Ayers; Under negotiation: Price and terms

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** **18-599** Adopt and present a resolution recognizing Chief Master Sergeant Steve Nichols, 60th Air Mobility Wing Command Chief, upon his retirement, for his outstanding service and contributions to Solano County (Supervisor Spering)

Attachments: [A - Resolution](#)

General Services:

- 3** **18-598** Adopt and present a plaque and resolution honoring Michael J. Lango, Director of General Services, upon his retirement from the Solano County Department of General Services with 34 years of public service in three California counties, including 15 years of dedicated service to Solano County (Chair Vasquez and Supervisor Spering)

Attachments: [A - Resolution](#)

Health and Social Services:

- 4** **18-566** Approve and present a plaque of appreciation honoring Rachel E. Ford, Consumer Affairs Liaison, upon her retirement from Health & Social Services, Behavioral Health Division with over 11 years of dedicated service to Solano County (Supervisor Brown)

Resource Management:

- 5 **18-594** Receive a presentation from the Department of Resource Management on the selection of Phil Seilhan for "Employee of the Month" for September 2018

Health and Social Services:

- 6 **18-577** Adopt and present a resolution recognizing the week of September 9-15, 2018 as "Suicide Prevention Week" in Solano County (Chair Vasquez)
Attachments: [A - Resolution](#)
- 7 **18-567** Adopt and present a resolution recognizing September 2018 as Recovery Month in Solano County (Supervisor Thomson)
Attachments: [A - Resolution](#)

Sheriff's Office:

- 8 **18-575** Adopt and present a resolution recognizing September 2018 as National Preparedness Month (Supervisor Spering)
Attachments: [A - Resolution](#)

Library:

- 9 **18-591** Adopt and present a resolution recognizing September 2018 as National Literacy Month in Solano County (Supervisor Brown)
Attachments: [A - Resolution](#)

Workforce Development Board:

- 10 **18-605** Adopt and present a resolution recognizing September 2018 as Workforce Development Month in Solano County (Supervisor Thomson)
Attachments: [A - Resolution](#)

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:

- 11 **18-600** Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments: [A - Appointment List](#)

- 12 **18-601** Approve the minutes of the Solano County Board of Supervisors meetings of August 7 and August 14, 2018

Attachments: [A - Minutes - August 7, 2018](#)
 [B - Minutes - August 14, 2018](#)

Board of Supervisors:

- 13 **18-593** Approve an Appropriation Transfer Request (ATR) to appropriate \$5,000 for non-County contributions to District 5, funded by offsetting unanticipated property tax revenue in the General Revenue Budget, to benefit community organizations and programs (4/5 vote required)

County Administrator:

- 14 **18-581** Approve a contract with Economic and Planning Systems, Inc. for \$102,200 to provide consultant services for the comprehensive analysis of the County's Public Facilities Fee, for a contract term of Aug 1, 2018 through June 30, 2019; Authorize the County Administrator to sign the agreement and any amendments that do not exceed 10% of the total contract amount; and Approve an Appropriations Transfer Request (ATR) of \$112,420 from the Public Facilities Contingency revenues to fund the contract cost for the comprehensive analysis and any amendments up to 10% of the contract cost (4/5 vote required)

Attachments: [A - Contract](#)

- 15 **18-604** Adopt a resolution declaring a shelter crisis in Solano County

Attachments: [A - Resolution](#)

Human Resources:

- 16 **18-488** Adopt a resolution amending the Alphabetical Listing of Classes and Salaries deleting unused classifications within bargaining Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services), Unit 8 (General Services Supervisors), Unit 9 (Clerical), Unit 87 (Extra Help Regulatory, Technical and General Services), Unit 89 (Extra Help Clerical), and Unit 19 (Senior and Executive Management)

Attachments: [A - Resolution](#)

- 17 **18-590** Adopt the County's Mobileworker, Teleworking and Hoteling Policy, as amended, to address revisions to the Internal Revenue Service Publication 1075

Attachments: [A - Revised Policy \(Redlined\)](#)

[B - Revised Policy \(Final\)](#)

Auditor-Controller:

- 18 **18-592** Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of March 31, 2018

Attachments: [A - Treasury Review Report Q3](#)

Assessor-Recorder:

- 19 **18-561** Approve a 3 year AgileFlow Software Support and Maintenance Agreement for \$239,400 with Conduent Enterprise Solutions LLC for a web-based recording platform for the period of July 1, 2018 through June 30, 2021; and Authorize the County Administrator, or designee, to execute the agreement and any modifications or amendments within approved project budgets

Attachments: [A - Contract](#)

General Services:

- 20 **18-597** Approve an agreement with ACCO Engineered Systems, Inc. of Sacramento for \$1,683,345 for the Heating, Ventilation and Air Conditioning/Controls Replacement Project at 2500 Clay Bank Road in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments: [A - Contract](#)
 [B - Estimated Project Costs Summary](#)

LAND USE/TRANSPORTATIONResource Management:

- 21 **18-580** Approve the Notice of Completion for the Regional Transportation Impact Fee (RTIF) Safety Improvement Project 2017 by Chrisp Company for a final cost of \$336,216

Attachments: [A - Notice of Completion](#)

- 22 **18-589** Adopt a resolution declaring September 2018 as Food Safety Education Month

Attachments: [A - Resolution](#)

MISCELLANEOUS ITEMSBoard of Supervisors:

- 23 **18-558** Approve the reappointment of Erin Bakke to the Solano County Arts Council, representing District 1, for a term to expire on February 1, 2020
- 24 **18-596** Approve the appointment of Samuel White to the In Home Supportive Services Advisory Committee, representing District 3, for a term to expire on August 28, 2022

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

GENERAL GOVERNMENT

County Administrator:

- 25 18-606** Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County and items discussed at the Board's Legislative Committee on August 20, 2018

Attachments: [A - Federal Legislative Update](#)
 [B - 2018 Statewide Ballot Measures](#)

- 26 18-568** Consider submittal of the draft joint application of Napa and Solano Counties to the California Department of Aging to form a new Area Agency on Aging for Planning Service Area 28; Consider approving a draft Joint Exercise of Powers Agreement between Napa and Solano Counties to establish a new Area Agency on Aging for Planning Service Area 28; Authorize the County Administrator to sign the application documents; and Accept the initial start-up period (9 months) draft budget

Attachments: [A - CDA Letter](#)
 [B - AAA Application and Exhibits](#)
 [Minute Order](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 27** **18-587** Consider an amendment to modify the expiration date of the prior Mental Health Plan contract between Solano County Health and Social Services and the California Department of Health Care Services to May 1, 2013 through June 30, 2017; Consider approval of a contract between Solano County Health and Social Services and the California Department of Health Care Services to provide mental health services under the Medi-Cal Mental Health Plan for FY2017/18 through FY2021/22; and Authorize the Director of Health and Social Services to sign the contract and contract amendment and any administrative amendments issued by the State

Attachments: [A - Mental Health Plan Contract Amendment](#)
 [B - Link to Original Contract and Renewal](#)

Board of Supervisors:

- 28** **18-595** Consider the approval of a concept and implementation of a Tiny Shelter Pilot Project; Authorize the execution of a Memorandum of Understanding with Community Action NorthBay for the Tuffshed units; and Authorize the County Administrator to take all steps necessary to implement the Pilot Project

Attachments: [A - Draft MOU Temporary Housing](#)
 [B - Draft 5th Impact Housing Program Participant Guidelines](#)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**ADJOURN:**

To the Board of Supervisors meeting of September 11, 2018 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



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Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	18-603	Contact:	Dennis Bunting, 784-6145
Agenda date:	08/28/2018	Final Action:	

Title: Conference with Real Property Negotiators: Property: APN: 0178-200-040, St. Francis Way, Rio Vista; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Gerry Raycraft; Under negotiation: Price and terms

Conference with Real Property Negotiators: Property: APN: 0027-360-150, 425-427 Executive Court, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Ken Rowett; Under negotiation: Price and terms

Conference with Real Property Negotiators: Property: All or parts of APNs: 0042-010-40, 0042-040-11, 0042-100-01, 0042-100-03, 0042-100-05, 0174-130-01, 0174-130-05, 0174-140-02, 0174-150-03, 0174-150-09, Wilcox Ranch; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Michael Lango, General Services Director; Negotiating parties: Colonel Matthew A. Leard and Sean Ayers; Under negotiation: Price and terms

Governing body: Board of Supervisors

District: All

Attachments: A - Memorandum

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a. Property: APN: 0178-200-040, St. Francis Way, Rio Vista; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Gerry Raycraft; Under negotiation: Price and terms
 - b. Property: APN: 0027-360-150, 425-427 Executive Court, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Ken Rowett; Under negotiation: Price and terms
 - c. Property: All or parts of APNs: 0042-010-40, 0042-040-11, 0042-100-01, 0042-100-03, 0042-100-05, 0174-130-01, 0174-130-05, 0174-140-02, 0174-150-03, 0174-150-09, Wilcox Ranch; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator and Michael Lango, General Services Director; Negotiating parties: Colonel Matthew A. Leard and Sean Ayers; Under negotiation: Price and terms
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6);
- 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.)



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Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	18-599	Contact:	Jim Spering, 784-6136
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt and present a resolution recognizing Chief Master Sergeant Steve Nichols, 60th Air Mobility Wing Command Chief, upon his retirement, for his outstanding service and contributions to Solano County (Supervisor Spering)		
Governing body:	Board of Supervisors		
District:	District 3		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Jim Spering requests the Board adopt and present a resolution in honor of Chief Master Sergeant Steve A. Nichols, who has served as the Command Chief of the 60th Air Mobility Wing for the last two years and will be retiring from the United States Air Force after 24 years of service.

DISCUSSION/SUMMARY:

Chief Master Sergeant Steve A. Nichols is the Command Chief Master Sergeant for the 60th Air Mobility Wing, Travis Air Force Base, California. As the senior enlisted leader of the largest Air Mobility Wing in the Air Force, Chief Nichols expertly advised two commanders in managing over 12 billion dollars of assets and executing a 635 million dollar annual base budget ensuring the readiness and well-being of more than 26 thousand military members and their families.

In his role as the Command Chief, Chief Nichols oversaw all matters concerning the morale, welfare, health and discipline of more than 4,900 enlisted men and women. Working closely with the First Sergeants, the top three enlisted ranks, and the middle enlisted ranks, the Chief was the lynchpin between the commanders and the enlisted force. He was always accessible and working to ensure military members had the tools and support needed to be successful in accomplishing their mission.

Chief Nichols leadership style fostered a climate of encouragement and outreach to young airmen that directly contributed to implementation of some innovative programs and processes at Travis Air Force Base, including the Phoenix Spark Cell - a think tank program for the military - the first of its kind in the Air Force, and creation of a Special Duty Data Base that improved the process of identifying the best qualified enlisted members for special assignments, and saving 2,600 work hours a year for the 60th Air Mobility Wing.

Chief Nichols' team is credited with re-energizing the Air Force Community Partnership Program,

strengthening local relationships while generating a number of win-win agreements. This was highlighted by establishing the True North preventative law initiative program, recognized as an Air Force best practice. It is a mentoring program to help young airmen make better decisions during their day-to-day life, and the program included partnering with the California Medical Facility.

Chief Master Sergeant Steve A. Nichols will retire from the Air Force after 24 years of distinguished service with numerous awards and achievements to his credit. He will be recognized for his service at Travis AFB on September 7, 2018 with the Legion of Merit medal.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item is nominal and absorbed by the District 3 FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2018/19 Adopted Budget.

OTHER AGENCY INVOLVEMENT:

60th Air Mobility Wing Command Section

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING CHIEF MASTER SERGEANT STEVE A. NICHOLS, COMMAND CHIEF OF THE 60TH AIR MOBILITY WING, TRAVIS AIR FORCE BASE

WHEREAS, Chief Master Sergeant Steve A. Nichols distinguished himself as the Command Chief of the 60th Air Mobility Wing, Travis Air Force Base, from July 26, 2016 to September 7, 2018; and

WHEREAS, as the senior enlisted leader of the largest air mobility wing in the Air Force, Chief Nichols expertly advised two commanders in managing over 12 billion dollars of assets and executing a 635 million dollar annual base budget ensuring the readiness and well-being of more than 26 thousand military members and their families; and

WHEREAS, in his role as the Command Chief, Chief Nichols oversaw all matters concerning the morale, welfare, health and discipline of more than 4,900 enlisted men and women. Working closely with squadron First Sergeants, the top three enlisted ranks, and the middle enlisted ranks, the Chief was the linchpin between the commanders and the enlisted force. He was always accessible and worked tirelessly to ensure military members had the tools and support needed to be successful in accomplishing their mission; and

WHEREAS, Chief Nichols leadership style fostered a climate of encouragement and empowerment to young airmen that directly contributed to implementation of innovative programs and processes at Travis Air Force Base, including the Phoenix Spark Cell – a think tank program for modernizing the military - the first of its kind in the Air Force; and creation of a Special Duty Data Base that improved the process of identifying the best qualified enlisted members for special assignments, saving 2,600 working hours a year for the 60th AMW; and

WHEREAS, Chief Nichol's team re-energized the Community Partnership Program and reached out to the local community. This was highlighted by establishment of the True North preventative law initiative – a peer mentoring program in partnership with the California Medical Facility, Vacaville, to help young airmen make better decisions during their day-to-day life. Additionally, the Chief chaired and advised numerous community events, such as the Gold Star March, annual Air Shows and POW/MIA observances, fundraising for Fisher House, and the many celebrations this year in honor of Travis AFB' 75th anniversary.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors recognizes Command Chief Master Sergeant Steve A. Nichols, for his outstanding leadership to "Team Travis", his contributions to the Solano County community, and his 24 years of dedication to the United States Air Force; and wishes him and his wife Senior Master Sergeant Angell Nichols all the best in their retirements.

Dated this 28th day of August, 2018

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

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Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Resolution-Presentation	Department:	General Services
File #:	18-598	Contact:	Birgitta E. Corsello, 784-6100
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt and present a plaque and resolution honoring Michael J. Lango, Director of General Services, upon his retirement from the Solano County Department of General Services with 34 years of public service in three California counties, including 15 years of dedicated service to Solano County (Chair Vasquez and Supervisor Spering)		
Governing body:	Board of Supervisors		
District:	District 3		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The County Administrator recommends that the Board of Supervisors adopt and present a plaque and resolution honoring Michael (Mike) J. Lango, Director of General Services, upon his retirement from the Solano County Department of General Services with 34 years of public service in three California counties, including 15 years of dedicated service to Solano County.

SUMMARY/ DISCUSSION:

Mike Lango began his public service career in 1985 as an Auditor-Appraiser in the San Luis Obispo County Assessor's Office. He later accepted a position as an Associate Real Property Agent in the San Luis Obispo County Department of General Services and served in that capacity until 1994 when he accepted a position as the first Real Estate Manager for Solano County.

In April 2000, Mr. Lango assumed new responsibilities for Solano County as the Real Estate and Park Services Manager. He served in that position until September 2001 when he accepted a promotional opportunity as the Deputy Director of General Services for Contra Costa County. In 2005, Mr. Lango was promoted to Director of General Services for Contra Costa County and served in that capacity until accepting his current position as the Director of General Services for Solano County in February 2011.

Mr. Lango will retire from Solano County on September 8, 2018 after serving the Solano County community for almost 15 years, with the earned distinction as the longest-tenured Solano County General Services Director in the Department's nearly 30-year history. During his tenure, Mr. Lango has consistently demonstrated professionalism and dedication, with a focus on continuous improvement and team-building to deliver effective public services.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item is nominal and absorbed by the department's FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2018/19 Adopted Budget

ALTERNATIVES:

The Board could choose not to adopt and present a plaque and resolution of appreciation; however, this is not recommended because this is an opportunity to recognize Mike Lango's dedication and outstanding contributions to the County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING MICHAEL J. LANGO, DIRECTOR OF GENERAL SERVICES, UPON HIS RETIREMENT FROM THE DEPARTMENT OF GENERAL SERVICES WITH 34 YEARS OF PUBLIC SERVICE IN THREE CALIFORNIA COUNTIES, INCLUDING 15 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Michael (Mike) J. Lango began his 34-year career in public service in 1985 as an Auditor-Appraiser in the San Luis Obispo County Assessor's Office and later accepted a position as an Associate Real Property Agent in the San Luis Obispo County Department of General Services; and

WHEREAS, in September 1994, Mr. Lango was hired as the first Real Estate Manager for Solano County and served in that capacity until April 2000 when he assumed new responsibilities as the Real Estate and Park Services Manager for Solano County; and

WHEREAS, in September 2001, Mr. Lango accepted a position with Contra Costa County as the Deputy Director of General Services until August 2005 when he was promoted to Director of General Services for Contra Costa County and served in that capacity until accepting his current position as the Director of General Services for Solano County in February 2011; and

WHEREAS, Mr. Lango, with a total tenure of almost 8 years is the longest serving General Services Director in Solano County history; and

WHEREAS, Mr. Lango served as the Project Director and on the Steering Committees for the new 365-bed Stanton Correctional Facility Project and the 40,000-square foot SB1022 Rourke Vocational Training Center Project in Fairfield to improve housing conditions and reduce recidivism of adult offenders; and

WHEREAS, Mr. Lango facilitated development of long-range planning documents including annual updates of the Solano County 5-year Capital Facilities Improvement Plan to identify and prioritize project improvements, a Three Campus Master Plan for future facilities in Fairfield and a Facility Condition Assessment to plan maintenance at 52 facility locations; and

WHEREAS, Mr. Lango administered a comprehensive operations and maintenance program for over 2 million square feet of occupied space in County facilities located in 7 cities and the surrounding unincorporated areas of Solano County; and

WHEREAS, by focusing on effective asset management coupled with excellent customer service, Mr. Lango has instilled a culture within the General Services Department that blends continuous improvement with collaboration and team-building to deliver value added services to County Departments; and

WHEREAS, Mr. Lango has served as President of the County General Services Association, an affiliate of the California State Association of Counties, a statewide network of General Services professionals representing over thirty counties in California; and

WHEREAS, Mr. Lango has earned the admiration and respect of those who have had the privilege of working with him over the course of his 34 years in public service.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Michael J. Lango for his 34 years of dedicated public service and wishes him success in his future endeavors and a long, happy, and well-deserved retirement.

Dated this 28th day of August 2018

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

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	4	Status:	Presentation
Type:	Presentation	Department:	Health and Social Services
File #:	18-566	Contact:	Gerald Huber, 784-8400
Agenda date:	08/28/2018	Final Action:	
Title:	Approve and present a plaque of appreciation honoring Rachel E. Ford, Consumer Affairs Liaison, upon her retirement from Health & Social Services, Behavioral Health Division with over 11 years of dedicated service to Solano County (Supervisor Brown)		
Governing body:	Board of Supervisors		
District:	District 2		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services recommends that the Board approve and present a plaque of appreciation honoring Rachel E. Ford, Consumer Affairs Liaison, upon her retirement from the Behavioral Health Division with over 11 years of dedicated service to Solano County.

SUMMARY/DISCUSSION:

Rachel Ford began her career in Solano County as a volunteer member of the Mental Health Advisory Board in 2005. In 2006, she continued in that role and began facilitating the Fairfield Bipolar Disorder Peer Support Group. On May 7, 2007, Ms. Ford was hired by Health and Social Services, Behavioral Health Division as a Consumer Affairs Liaison, bringing her personally lived experience in mental health into a full-time position. The position aligned with the implementation of Mental Health Services Act (MHSA) programs and with the goal to promote system transformation by increasing the strength of the consumer voice in mental health systems. As a Consumer Affairs Liaison, Ms. Ford has worked with the County's seriously mentally ill residents and led change to ensure that they were well-served. When a peer was in need of urgent support, Ms. Ford would devote many hours to advocate for or assist this individual toward stability and mental health wellness and recovery.

Initially, the Consumer Affairs Liaison position was assigned to work under the Quality Improvement Unit where Ms. Ford facilitated the Bipolar Support Group and provided Peer Counseling with individuals diagnosed with serious mental illnesses. In 2009, Ms. Ford took on a second role as the Family Liaison due to that position becoming vacant. This dual role served her well since her personal experience also includes a family member role. In 2013, Ms. Ford's position was transferred to the Wellness Recovery Unit where she further expanded her trainings and educational events to internal and external behavioral health staff, peers and the community. This included developing a course curriculum designed to train peers to volunteer in the mental health system as new peer counselors. Ms. Ford also increased the number of weekly peer support groups

offered from one to three times per week, creating the service in all three regions of the county (Vacaville, Fairfield, and Vallejo). These groups are now open to adults with any mental health issue or diagnosis. The support groups are currently co-facilitated by peer support specialists: eight peer volunteers who also do other individualized peer support, volunteer activities, and wellness events. This last year Ms. Ford was a key planner in a locally held Peer Forum that brought together peer counselors and advocates from 18 counties to develop a network of expertise to among peer leaders.

Ms. Ford is known for her passion for public service, the community we serve, and a deep commitment to quality services. Ms. Ford has interacted as an advocate across community and county agencies over her career in Solano County.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the plaque are included in the Board's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve this plaque of appreciation. This is not recommended as this is an opportunity to recognize Ms. Ford's dedication and contributions to Solano County.

OTHER AGENCY INVOLVEMENT:

No other agencies are involved in this Board Item.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	5	Status:	Presentation
Type:	Miscellaneous	Department:	Resource Management
File #:	18-594	Contact:	Bill Emlen, 784-6062
Agenda date:	08/28/2018	Final Action:	
Title:	Receive a presentation from the Department of Resource Management on the selection of Phil Seilhan for "Employee of the Month" for September 2018		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board receive a presentation from the Department of Resource Management on the selection of Phil Seilhan for "Employee of the Month" for September 2018, making him eligible to use the parking space designated for this program.

SUMMARY/DISCUSSION:

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." The Department of Resource Management has been designated to select an employee for September 2018. The Department has selected Phil Seilhan as the deserving employee.

Phil began working with the Department of Resource Management as a Senior Engineering Technician on August 13, 1991. In his twenty-seven years of service to the County, Phil has been an essential member of the Engineering Division, handling environmental approvals and managing the bidding process for the Department's capital improvement projects on the County's roads and bridges. Phil's diligence in following the protocols and procedures necessary to successfully solicit bids has enabled the County to produce award winning project delivery work.

Phil is recognized throughout the Department for his commitment and excellent customer service skills, both to the public and to other County staff. Phil always jumps in to help wherever there is a need. Responding immediately to his coworkers' requests, Phil is the go-to guy in Engineering. A solid, reliable teammate, he consistently provides quality work day after day, year after year.

Many of Phil's coworkers have had the pleasure of hearing him belt out Chuck Berry's Maybellene, along with other country and rock songs at karaoke. Phil is a big Giants baseball fan, and takes his mom to church on

Sundays. Always respectful, humble with a fine sense of humor, and able to appreciate a good cup of coffee, Phil makes the office a better place.

Phil has demonstrated professionalism and excellence in the performance of his duties and serves as a shining example to others. With twenty-seven years of experience and knowledge, a strong work ethic and a positive attitude, Phil Seilhan is deserving of the "Employee of the Month" recognition.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board could elect to name someone else as the "Employee of the Month"; however, this alternative is not recommended as Phil Seilhan is deserving of the Board's "Employee of the Month" parking program.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

675 Texas Street
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Agenda Submittal

Agenda #:	6	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	18-577	Contact:	Gerald Huber, 784-8400
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt and present a resolution recognizing the week of September 9-15, 2018 as "Suicide Prevention Week" in Solano County (Chair Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends the Board adopt and present a resolution recognizing the week of September 9-15, 2018 as "Suicide Prevention Week" in Solano County

SUMMARY:

Suicide is a significant public health crisis that impacts individuals' families, friends, and community. Statistics from the American Foundation for Suicide Prevention (AFSP) indicate that suicide is the 11th leading cause of death for all ages in California and 2nd leading cause of death among individuals under the age of 34, claiming approximately 4,300 lives statewide. Nationally, AFSP estimates that in the United States there are approximately 45,000 deaths due to suicide every year with an average of 123 suicides per day. Suicide is also a major health concern at a local level. In 2017, Solano County experienced 45 suicide deaths (in 2016, there were 44 deaths by suicide), of which 47% were individuals between the ages of 26-59. 69% of Solano County suicides were committed by men and 33% of suicide deaths involved a firearm.

This resolution recognizes suicide as a national, statewide, and local public health problem, and suicide prevention as a national, statewide, and local responsibility, and designates September 9th through 15th as "National Suicide Prevention Week" in Solano County. This week overlaps World Suicide Prevention Day on September 10th which is recognized internationally and supported by the World Health Organization.

FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2018/19 Approved Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2018/19 Approved Budget.

DISCUSSION:

Solano County Behavioral Health continues to engage in suicide prevention activities under Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services to support the community in implementation of strategies outlined in the [Solano County Suicide Prevention Strategic Plan 2017](http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=27271) [<http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=27271>](http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=27271). This Plan was created through a comprehensive stakeholder process under the guidance of the Suicide Prevention Committee, hosted by Behavioral Health, and actively involves representatives across all service sectors.

With the hope of eventually reaching zero suicide deaths, the Suicide Prevention Plan has three main goals: 1) increase awareness about suicide, 2) provide strategies to prevent suicide, 3) act as a guide for public and private entities to work collaboratively to address suicide. Recognizing Suicide Prevention Week is an important contribution for continuing to increase public awareness. Suicide is largely preventable with the right actions and knowledge about suicide, and with a change in society's view of suicide that would make it more acceptable to seek help.

Suicide Prevention activities completed during FY2017/18 include:

- Behavioral Health provided two rounds of Applied Suicide Intervention Skills Training (ASIST) 2-day trainings and 5 Mental Health First Aid 1-day trainings to combat stigma and educate the community on how to recognize the signs of mental illness and suicide risk.
- Behavioral Health partnered with the Solano County Office of Education (SCOE) to develop an informational letter for students, parents, and school personnel on how to recognize signs of mental illness and resources for suicide prevention that was provided to each school district to disseminate.
- Area on Agency, in partnership with Behavioral Health, provided 5 Suicide Prevention Trainings for community members.
- NorthBay Healthcare and the American Foundation for Suicide Prevention partnered to host the annual Survivor Day held on November 19, 2017 focused on providing support for individuals who have lost a loved one to suicide.
- Behavioral Health conducted outreach to local businesses that sell firearms and firing ranges in Solano County to redistribute firearm safety brochures, which were developed in partnership between Behavioral Health, Solano County Sheriff-Coroner's Office, and local firearms instructors. The brochure includes information on how to approach a friend or family member who owns a firearm and may be experiencing an emotional crisis in order to encourage the individual to store his/her firearm off site. Additionally, the brochure includes suicide prevention resources: the 24-hour National Suicide Prevention Lifeline number, the local Crisis Stabilization Unit address and phone number, and the Solano County Mental Health Access Line number.
- Members of the Suicide Prevention Committee, in partnership with local law enforcement agencies, participated in "National Night Out" events throughout the County to combat stigma and provide information about suicide prevention.

Pending or ongoing Suicide Prevention activities include:

- Behavioral Health and community partners will continue to distribute stigma reduction and suicide prevention materials countywide.
- Behavioral Health will partner with SCOE to distribute Suicide Prevention Week School Toolkits to all of the middle schools and high schools in Solano County.
- Behavioral Health will continue to provide prevention trainings focused on stigma reduction and suicide awareness for providers, partners, school personnel, and community members.
- NorthBay Healthcare, in partnership with the American Foundation for Suicide Prevention, will hold the annual Survivor Day on Saturday November 17, 2018 to support community members who have lost a loved one to suicide.
- Behavioral Health will continue to partner with local law enforcement agencies to provide crisis

intervention team (CIT) training for officers, including deputies working in the local jails.

- Behavioral Health, in partnership with members of the Suicide Prevention Committee and local movie theaters, will run suicide awareness public service announcements throughout the County featuring the local winners of the 2018 "Directing the Change" film contest, an "Each Mind Matters" State contest that highlights short films created by high school students to address mental health stigma.

ALTERNATIVES:

The Board may choose not to adopt and present the resolution. This is not recommended because this is an opportunity to raise awareness and promote community discussion regarding suicide prevention.

OTHER AGENCY INVOLVEMENT:

The Solano County Suicide Prevention Committee endorses the resolution.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DESIGNATING THE WEEK OF SEPTEMBER 9-15, 2018 AS “NATIONAL SUICIDE PREVENTION WEEK” IN SOLANO COUNTY

WHEREAS, Suicide is the 11th leading cause of death in California and the 2nd leading cause of death among individuals under the age of 34, and suicide is the only leading cause of death to increase every year over the last decade; and

WHEREAS, In 2017, Solano County experienced 45 suicide deaths, of which 47% were individuals between the ages of 26-59 years old, 69% were male, and 33% involved the use of a firearm; and

WHEREAS, Suicide does not discriminate: individuals of all genders, races, ethnicities and socioeconomic statuses kill themselves and every suicide intimately impacts at least 6 close friend and family survivors; and

WHEREAS, The stigma associated with mental health conditions prevents persons at risk for suicide from sharing their thoughts with their own support systems and seeking life-saving help; support persons may see warning signs yet be afraid to talk with their loved ones about it; and

WHEREAS, Suicide is a preventable national, state, and local public health problem and while no single suicide prevention program or effort will be appropriate for all populations or communities, Solano County has an active Suicide Prevention Strategic Plan; and

WHEREAS, As a community we can promote awareness of the importance of knowing the warning signs of suicide and how to respond and help get others connected to mental health, substance use, and suicide prevention services; and

WHEREAS, Solano County Behavioral Health in partnership with the Solano County Suicide Prevention Committee and the community has, and continues to, strive to impact change by saving lives and envisioning a suicide free community achieved through education and trainings, stigma reduction efforts, collaboration with partners and the provision of resources to combat suicide.

NOW, THEREFORE, BE IT RESOLVED, the Solano County Board of Supervisors, hereby designates September 9-15, 2018 as “**Suicide Prevention Week**” in Solano County, and encourages all residents of Solano County to learn more about the detection and prevention of suicide.

Dated this 28th day of August, 2018

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Board of Supervisors

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	18-567	Contact:	Gerald Huber, 784-8400
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt and present a resolution recognizing September 2018 as Recovery Month in Solano County (Supervisor Thomson)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ____ No X

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends the Board adopt and present a resolution recognizing September 2018 as Recovery Month in Solano County.

SUMMARY/DISCUSSION:

Mental and substance use disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental and substance use disorders can embark on a new path toward improved health and overall wellness. Now in its 29th year, National Recovery Month is promoted through the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, and the White House Office of National Drug Control Policy. The focus of National Recovery Month this September is to celebrate the journey to recovery with the theme "Join the Voices for Recovery: Invest in Health, Home, Purpose, and Community." Recovery Month spreads the message that behavioral health is essential to health and one's overall wellness, and that prevention works, treatment is effective, and people recover.

The impact of mental and substance use disorders is apparent in our local community; substance use and mental illnesses are major public health concerns affecting people of every age, race, and ethnic background. National data trends tell us that:

- Illicit drug use has been increasing: an estimated 20.1 million Americans aged 12 or older have a substance use disorder.
- Very few people receive treatment: an estimated 8.1% of the adult population had a diagnosable substance or alcohol use disorder yet only 10% of those individuals received any form of treatment in 2014.
- Substance use and mental health conditions often occur simultaneously: Among those who

- experienced a substance use disorder, 50.5%, or 10.2 million adults, had a co-occurring mental illness.
- Mental Health is more common than we think: approximately 1 in 5 adults in the U.S. (43.8 million), or 18.5% of adults, experience mental illness in a given year
 - 1 in 25 adults in the U.S. (9.8 million), or 4.0% of adults experiences a serious mental illness like schizophrenia, depression, and bipolar in a given year
 - 18.1% of adults in the U.S. experience an anxiety disorder such as posttraumatic stress disorder.
 - Substance Use and Mental Health affect health and functioning:
 - An estimated 46% of homeless adults live with severe mental illness and/or substance use disorders.
 - Suicide is the 10th leading cause of death in the U.S. and more than 90% of children who die by suicide have a mental health condition.
 - There is a steady increase in related costs of mental illness and substance use. The United States spent an estimated \$201 billion on mental health disorders like anxiety and depression in 2013 making it the costliest medical condition in the country after heart conditions and cancer. Serious mental illnesses result in approximately \$193 billion in lost earnings per year. The abuse of tobacco, alcohol, and illicit drugs has a loss of more than \$740 billion annually in costs related to crime, lost work productivity and healthcare.

This year's theme "Join the Voices for Recovery: Invest in Health, Home, Purpose, and Community" highlights how the value of integrated care, strong community, sense of purpose and leadership contribute to effective treatments that sustain recovery from substance abuse and mental health disorders. Preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally. We must encourage relatives and friends of people with mental and substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services.

FINANCIAL IMPACT:

The cost of preparing the staff report and resolution is included in the Department's FY2018/19 Approved Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2018/19 Approved Budget.

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended because this is an opportunity to positively impact our county through the increased awareness of a public health concern and treatment options. Through Recovery Month, people become more aware and able to recognize the signs of mental and substance use disorders, which can lead more people into needed treatment. Managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally.

OTHER AGENCY INVOLVEMENT:

Health and Social Services Behavioral Health Division is working with their community partners, the Mental Health and Substance Abuse Advisory Boards, and the Solano Prevention and Recovery Alliance to promote National Recovery Month.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE MONTH OF SEPTEMBER 2018 AS NATIONAL RECOVERY MONTH

WHEREAS, Behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, 8% of the adult population nationwide has a diagnosable substance use disorder, yet only 10% of these individuals receive treatment annually; and

WHEREAS, half of those diagnosed with substance use disorders also have a co-occurring mental health condition; and

WHEREAS, substance abuse and mental health disorders affect all communities nationwide, but with commitment and support, people can achieve healthy lifestyles and lead rewarding lives in recovery; and

WHEREAS, we must encourage relatives and friends of people with mental and substance use disorders to implement preventive measures, recognize the signs of a problem, and guide people in need to appropriate treatment and recovery support services; and

WHEREAS, through public events like Recovery Month, people become more aware and able to recognize the signs of substance use and/or mental health disorders, which can lead more people into treatment; and

WHEREAS, prevention of substance use and/or mental disorders works, treatment is effective, and people in Solano County and throughout the nation do recover; and

WHEREAS, the Solano County Behavioral Health Division of the Department of Health and Social Services and the Solano Prevention Recovery Alliance invite all residents of Solano County to participate in National Recovery Month with the theme "**Join the Voices for Recovery: Invest in Health, Home, Purpose and Community.**"

RESOLVED, that the Solano County Board of Supervisors hereby call upon the people of Solano County to observe this month with appropriate programs and activities, and hereby recognizes the month of September 2018 as National Recovery Month.

Dated this 28th day of August, 2018

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

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Fairfield, California 94533
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Agenda Submittal

Agenda #:	8	Status:	Presentation
Type:	Resolution-Presentation	Department:	Sheriff's Office
File #:	18-575	Contact:	Don Ryan, 784-1616
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt and present a resolution recognizing September 2018 as National Preparedness Month (Supervisor Sperling)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors adopt and present a resolution recognizing September 2018 as National Preparedness Month.

SUMMARY/DISCUSSION:

National Preparedness Month is a nationwide effort held each September to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses and schools. The goal of National Preparedness Month is to increase public awareness about the importance of preparing for emergencies and to encourage individuals to take action. Recognizing September as National Preparedness Month also complements the Board's priority of addressing emergency preparedness.

This year, the Solano County Office of Emergency Services (OES), a unit within the Sheriff's Office, will continue some of the successful activities conducted in past years. The County's partnership with KUIC FM 95.3, a local radio station, supports year-round public service announcements to promote preparedness, informs the public on ways to prepare for emergencies, and provides up-to-date announcements in an emergency situation.

National Preparedness Month is recognized by all cities in Solano County. These cities, working along with OES, disseminate emergency preparedness information. Through the use of grant funding, Community Emergency Response Teams (CERT) in Benicia, Fairfield, Rio Vista, Suisun, Vacaville, and Vallejo are also an important link for OES and local cities to support emergency preparedness efforts.

In the past year, OES has:

- Purchased and implemented a new public warning and emergency notification system called Everbridge. The system allows all dispatch centers in the county to use the latest cellular, internet, and social media

technologies to disseminate critical information in an emergency;

- Established AlertSolano.com to allow citizens to opt-in to emergency notifications specific to their residences, place of work, or schools;
- Completed a Communication Center upgrade that doubled the size of the Sheriff's Office Dispatch Center and will be compatible with all other dispatch centers in the county once the cities complete their scheduled equipment upgrades;
- Initiated a monthly communications meeting in the Office of Emergency Services to foster radio interoperability and coordinate the integration of new technologies available to dispatch centers and communicators; and
- Managed the deployment of fire and law mutual aid to surrounding counties and cities in response to calls for assistance and statewide requirements for fire equipment and personnel.

Additional information on preparedness can be obtained online at www.solanocounty.com/oes <<http://www.solanocounty.com/oes>> or www.ready.gov <<http://www.ready.gov>>.

FINANCIAL IMPACT:

The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board of Supervisors could choose not to adopt the attached resolution; however, this alternative is not recommended since non-adoption by the Board will not increase awareness about the importance of preparing for, nor encourage individuals to take action in, emergencies.

OTHER AGENCY INVOLVEMENT:

Agencies and cities throughout the County will continue to work collaboratively to disseminate emergency preparedness information to the public.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEPTEMBER 2018 AS NATIONAL PREPAREDNESS MONTH IN SOLANO COUNTY

WHEREAS, National Preparedness Month is a nationwide effort held each September; and

WHEREAS, the goal of National Preparedness Month is to increase public awareness about the importance of being prepared for a full range of emergencies and encourage citizens to take action to strengthen the security and resiliency of our communities, families and businesses, the Solano County Office of Emergency Services is coordinating its efforts with all cities in Solano County to bring the same vital message of disaster preparedness to all; and

WHEREAS, the Federal Emergency Management Agency and the American Red Cross, to name a few, will work with a wide variety of organizations, including local, State and Federal government agencies and the private sector, to highlight the importance of emergency preparedness and to promote individual involvement through events and activities across the nation; and

WHEREAS, the citizens of Solano County should join with citizens across the nation to ensure action is taken, including accessing disaster preparedness information readily available at the Office of Emergency Services on the County's web site and to get involved with organizations and service clubs.

RESOLVED, that the Solano County Board of Supervisors, on behalf of the citizens of Solano County, hereby recognizes the month of September 2018 as "National Preparedness Month."

RESOLVED, that the County of Solano will continue to participate in efforts that ensure its residents have an integrated disaster response capability so all County and City emergency responders and the general public can work together effectively in a crisis.

Dated this 28th day of August, 2018

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

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Agenda Submittal

Agenda #:	9	Status:	Presentation
Type:	Resolution-Presentation	Department:	Library
File #:	18-591	Contact:	Bonnie Katz, 784-1500
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt and present a resolution recognizing September 2018 as National Literacy Month in Solano County (Supervisor Brown)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Library Services (Library) recommends the Board of Supervisors adopt and present a resolution recognizing September 2018 as National Literacy Month in Solano County.

SUMMARY:

Approximately 36 million adults in the United States have low literacy skills. Barbara Bush, former First Lady and a major supporter of literacy in the United States, once stated that if more people could read or write "we could be much closer to solving so many other problems that our country faces." September continues to be recognized by Literacy programs nationwide as National Literacy Month.

By 2020, two out of three jobs in America will require a college degree, even though nearly half of all adults in the United States have only a high school degree-or less. Closing this skills gap benefits the entire community. Research shows that increased literacy levels could save the United States \$230 billion in health care costs, and add \$225 billion to our economy in increased tax revenue and productivity. Investment and support in literacy programs keep paying for future generations as evidence shows a mom's reading ability is the single best predictor of her kids' success in school-more than race, ethnicity, and family income.

National Literacy Month provides an opportunity for adults who need help building their skills to learn about the programs available in Solano County to help them get the literacy tools they need. It also raises awareness of ways the community can support literacy activities including volunteering as a tutor, providing support for books and reading materials and sharing the message with friends, families and co-workers that it is never too late to learn how to read or write.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item is nominal and absorbed by the department's

FY2018/19 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2017/18 Adopted Budget.

ALTERNATIVES:

The Board may choose not to adopt this resolution. This is not recommended because acknowledgment of September as National Literacy Month provides an opportunity to inform and educate the community about literacy services in Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEPTEMBER 2018 AS NATIONAL LITERACY MONTH IN SOLANO COUNTY

WHEREAS, literacy is an essential skill for life-long learning and is vital to the social and economic well-being of our community; and

WHEREAS, the level of literacy needed to function in the workplace, the community, and the home has risen steadily with the advance of technology and the information age; and

WHEREAS, only 59 percent of American's are aware that literacy is even a problem in their community and is affecting their co-workers, neighbors and family members; and

WHEREAS, more than 60,000 adults in Solano County experience literacy issues that impact severely on their lives and families, their ability to work productively, their ability to read to a child, and their full participation as citizens and residents of Solano County; and

WHEREAS, many adults with low literacy skills are in their prime wage earning years and struggle to fill out a job application, write a resume or read a voter's guide, and as parents, are their children's first teachers, the children of low-literate adults have greater challenges in gaining the skills they need to succeed in school and in life; and

WHEREAS, adult learners who attend an average of 100 hours of tutoring or literacy instruction average \$10,000 more in annual income; and

WHEREAS, last year, 189 literacy tutors and 149 other trained volunteers provided 18,777 hours of one-on-one tutoring, computer help and other instruction, supporting 317 adult literacy students through the Solano County Library Literacy Services program; and

WHEREAS, September 2018 is National Literacy Month showcasing the dedication and resilience of adult learners.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize September 2018 as "National Literacy Month" in Solano County; and commends those adults who come forward, often against many odds, to seek and receive literacy services and who work tirelessly to achieve their personal, educational and employment goals, and to recognize the commitment of tutors and volunteers who give their time, support and encouragement to help adult learners succeed and achieve their goals in life.

Dated this 28th day of August, 2018

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
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Agenda Submittal

Agenda #:	10	Status:	Presentation
Type:	Resolution-Presentation	Department:	Workforce Development Board
File #:	18-605	Contact:	Heather Henry, 863-3501
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt and present a resolution recognizing September 2018 as Workforce Development Month in Solano County (Supervisor Thomson)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Workforce Development Board (WDB) of Solano County recommends the Board of Supervisors adopt and present a resolution recognizing September 2018 as Workforce Development Month in Solano County.

SUMMARY/DISCUSSION:

In September 2017, U.S. Congress approved a bipartisan resolution that designated September as "National Workforce Development Month" to promote the American workforce and acknowledge the crucial role workforce development plays in growing the U.S. economy.

In Fiscal Year 2018, 9,633 individuals received basic employment services from Solano County's America's Job Centers of California, and 576 individuals received intensive employment services and 402 businesses received talent services from the WDB. The WDB works with 38 partners to support the One-Stop infrastructure and provide services through the Job Center system. In addition, the WDB collaborates with local educational agencies, Solano Community College, local governments, local businesses, community-based organizations, and faith-based organizations to support workers in attaining family-sustaining wages, while ensuring businesses find the skilled workforce needed to compete in the regional economy. The success of the workforce development system in Solano County could not be achieved without the dedicated workforce development professionals employed at the WDB and throughout the County's workforce partners.

For this year's Workforce Development Month, the WDB is hosting *Celebrating Solano's Workforce Gala* on September 13, 2018 from 6:00pm-9:00pm in Fairfield at the Green Valley Country Club to highlight the importance of talent to our county's economic and community development and to honor the businesses, program participants, and community organizations that are integral to the County's workforce system.

Therefore, the WDB is requesting that the Board of Supervisors adopt the attached resolution designating

September 2018 as “Workforce Development Month” to recognize the vital role that Solano County’s workforce development system plays within our community and the impact it has on economic and community vitality.

FINANCIAL IMPACT:

The WDB staff time associated with the planned workforce month activities and preparing this agenda item is budgeted within the organization’s FY2018/19 Recommended Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board’s FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board may choose not to adopt the resolution. This is not recommended because the resolution provides an opportunity to further raise awareness of the County’s workforce development system and to recognize the staff dedicated to building and maintaining the county’s talent infrastructure.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEPTEMBER 2018 AS WORKFORCE DEVELOPMENT MONTH

WHEREAS, U.S. Congress approved a bipartisan resolution in September 2017 that designated September as “National Workforce Development Month” to promote the American workforce and acknowledge the crucial role workforce development plays in growing the U.S. economy; and

WHEREAS, Solano County’s labor force participation rate is 58%, with 8,800 residents unemployed and 5,400 jobs openings; and

WHEREAS, the economic development in our region and the ability of our businesses and industries to compete in the regional and global economy is more than ever before dependent on the availability and quality of a skilled workforce and robust talent pipeline; and

WHEREAS, collaboration among local educational agencies, community colleges, local governments, local businesses, employment services providers, and workforce development boards provides for long-term, sustainable, and successful workforce development across traditional and emerging industries; and

WHEREAS, 9,633 individuals received basic employment services from Solano County’s Job Centers, 576 individuals received intensive employment services and 402 businesses received talent services from the Workforce Development Board in Fiscal Year 2018; and

WHEREAS, ongoing local implementation of the Workforce Innovation and Opportunity Act provides unprecedented opportunities to develop the skills of local workers through access to proven workforce strategies such as sector partnerships, career pathways, and earn-and-learn models that support families while ensuring businesses find the skilled workforce needed to compete in the regional economy; and

WHEREAS, workforce development professionals provide the backbone for the County’s workforce development efforts.

RESOLVED that the Solano County Board of Supervisors recognizes the month of September 2018 as “Workforce Development Month,” honors all of those individuals in workforce development organizations and partnerships who play a vital role in our community, and recognizes the importance of workforce development to our county’s economic and community growth.

Dated this 28th day of August, 2018

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 #:	11	Status:	Consent Calendar
Type:	Meeting Attendance Report	Department:	Clerk of the Board of Supervisors
File #:	18-600	Contact:	Jeanette Neiger, 784-6125
Agenda date:	08/28/2018	Final Action:	
Title:	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Appointment List		

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

DEPARTMENTAL RECOMMENDATION:

Receive and file the Meeting Attendance Reports for the month of July 2018 from the members of the Board of Supervisors.

SUMMARY:

The Monthly Meeting Attendance Reports may disclose meetings attended by each supervisor where compensation and reimbursement was received from the County and/or other agencies.

The Meeting Attendance Reports for July 2018, submitted by the Supervisors or their staff on their behalf, are on file with the Clerk of the Board and available for public inspection. These reports are also available for review in the public agenda packet binder during Board meetings. This report is submitted on a monthly basis to reflect the meeting attendance from the previous month.

A listing of the 2018 Board of Supervisors Appointments to various Boards and Commissions, some of which include per diem reimbursements, is attached for reference and in compliance with California Code of Regulations (Fair Political Practices Commission), title 2, section 18702.5(b)(3). The current Board of Supervisors Appointments is posted on the County's website at:

[<http://www.solanocounty.com/depts/bos/assignments.asp>](http://www.solanocounty.com/depts/bos/assignments.asp)

Government Code section 53232.3(d) requires that members of legislative bodies provide brief reports on meetings they attended for which they receive an expense reimbursement, such as meals, lodging and travel. Claims for reimbursement from the County for meeting attendance related expenses are processed by the Auditor/Controller and available for public inspection.

2018 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
NATIONAL												
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year				
REGIONAL/STATE												
ABAG Executive Board	Fred Castro, Clerk of the Board 415-820-7900	Primary	Alternate				June 26, 2018	June 30, 2020	Board every 2 months, 3rd Thurs. 7 p.m.	\$150.00	\$0-\$1,000	Yes
ABAG General Assembly	Fred Castro, Clerk of the Board 415-820-7900	Primary	Alternate				June 26, 2018	June 30, 2020	Twice a year	No		No
ABAG Regional Planning Committee	Miriam Chion 415-820-7900		Primary				Jan. 9, 2018	1 year	1st Wed. alternative months 1:00-3:00 p.m.	\$150.00	\$0-\$1,000	No
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021.	Marcy Hiratzka 415-749-5073			Primary			Jan. 9, 2018	4 year	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
BAAQMD Sub Committees	Marcy Hiratzka 415-749-5073			Primary			Jan. 9, 2018	4 year	9:30 a.m.	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
Bay Conservation and Development Commission	Lawrence Goldzband 415-352-3600			Primary	Alternate		Jan. 9, 2018	1 year	1st & 3rd Thurs., 1p.m.	\$100	\$2,000-\$3,000	Yes
California Fairs Financing Authority	Becky Bailey-Findley 916-263-6177				Primary		Jan. 9, 2018	1 year	Quarterly	No		Yes
CSAC, Board of Directors	Matt Cate, Executive Director 916-327-7500 ext. 506	Primary	Alternate				Jan. 9, 2018	1 year	2/16, 5/18, 9/7, 11/30	No		No
Delta County Coalition	Roberta Goulart 784-7914				Alternate	Primary	Jan. 9, 2018	1 year	As Needed	No		No
Delta Protection Commission	Ashley Medina 916-375-4800				Alternate	Primary	Jan. 9, 2018	1 year	Every other month	No		Yes
Delta Conservancy Board	Brandon Chapin 916-375-2091				Primary	Alternate	Jan. 9, 2018	2 year	4th Wed. alternate months beginning Jan. 9:00 - 12:00 p.m.			Yes
Delta Stewardship Council	Jessica Pearson 916-445-4500					Primary	Jan. 9, 2018	2 year	4th Thurs.(and often Friday) of the month	\$3,759.00	\$45,108	Yes
Northern California Counties Tribal Matters Consortium	Nancy Huston 784-6107 & Michelle Heppner 784-3002	Alternate			Primary		Jan. 9, 2018	1 year	As needed			No
Yolo Bypass/Cache Slough Complex MOA	Roberta Goulart 784-7914				Alternate	Primary	1-May-18	1 year	As Needed	No		No
Yolo-Solano Air Quality Board	Denise Almaguer 530-757-3675		Primary	Alternate	Primary	Primary	Jan. 9, 2018	1 year	2nd Wed., 9:00 a.m.	\$100.00	\$1,001-\$2,000	Yes
4 C's	Michelle Heppner 784-3002	Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 pm	No		Yes
4 C's Joint Steering Committee *Vice Chair of 4C's and Chair of Board of Supervisors	Michelle Heppner 784-3002	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		Yes
REGIONAL/STATE - OTHER												
Metropolitan Transportation Commission (MTC) <i>(Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)</i>	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	4th Wed., 9:30 am	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
Bay Area Toll Authority (BATA) (MTC Member)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	4th Wed., 9:30 am	\$100 + tolls & mileage	\$1,001-\$2,000	Yes
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	As Needed	\$100 + tolls & mileage	\$0-\$1,000	Yes

2018 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
COUNTYWIDE												
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Tonya Nowakowski 784-8401 & Debbie Vaughn 784-6113	Primary					Jan. 9, 2018	2 year	As Needed	No		No
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year	Quarterly	No		Yes
First 5 Solano Commission	Andrew Boatright 784-1492	Primary					Jan. 9, 2018	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21 Retreat 10-3 p.m., 12/5	\$100	\$0-\$1,000	Yes
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year	Jan., March, April, June, Aug., Oct., Nov. 3rd Mon. 2-4 p.m.			Yes
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 9, 2018	1 year	As Needed	No		No
Law Library Board of Trustees	Bonnie Katz 784-1502	Primary					Jan. 9, 2018	1 year	Monthly	No		No
LAFCO	Michelle McIntyre 439-3897			Primary	Primary	Alternate	Jan. 9, 2018	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes
Mental Health Advisory Board	Cindy Limerick 784-8336		Primary				Jan. 9, 2018	1 year	3rd Tues of the month with exception of July 4:30 - 6:00 p.m.	No		Yes
Remote Access Network Board	Angelica Russell 784-7048					Primary	Jan. 9, 2018	1 year	Last Thurs. in Feb., or March & Oct. 10:00 a.m.	No		No
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 9, 2018	1 year	As Needed	No		No
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 9, 2018	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9:00 am	No		No
Solano Land Trust	Nicole Byrd 432-0150 ext. 210				Primary		Jan. 9, 2018	1 year	1st Wed. at 5:30 p.m.	No		Yes
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 9, 2018	1 year	Quarterly	No		Yes
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 9, 2018	1 year	2nd Wed., 6:00 p.m.	\$100	\$1,001-\$2,000	Yes
Solano County Water Agency	Sandra McLean 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year	2nd Thurs., 6:30 p.m.	100 + mileage	\$1,001-\$2,000	Yes
Solano County Consolidated Oversight Board (effective July 1, 2018) Public Member: Jerry Wilkerson	Jeanette Neiger, 784-6125			Primary		Alternate	Mar 13, 2018	1 year	TBD	No		Yes
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	Jan. 9, 2018	Alternate 1 year	2nd Thurs. each month @ 5:00 p.m.	No		Yes
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 9, 2018	1 year	As Needed	No		Yes
Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 9, 2018	1 year	As Needed	\$100	\$0-\$1,000	Yes
Travis Community Consortium	David White, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 9, 2018	1 year	As Needed			No
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 9, 2018	1 year	As Needed	No		
Vallejo Flood & Wastewater District	Holly Charley 644-8949 x202	Primary	Alternate				Jan. 9, 2018	1 year	2nd Tues. Jan.-July 6-7 p.m., 3rd Tues. Aug. 6-7 p.m., 2nd Tues. Sept.- Dec. 6-7 p.m.	\$100	\$1,001-\$2,000	Yes
Winters Branch Library Financing Authority	Chris Crist, Business Svcs. Manager 530-666-8083				Primary	Primary	Jan. 9, 2018	1 year	As Needed	No		Yes

2018 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Apointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
BOARD OF SUPERVISORS COMMITTEES												
Area Agency on Aging Committee	Birgitta Corsello, 784-6100		Primary	Primary			May 1, 2018	1 year	As Needed	No		No
Cannabis Committee	Bill Emlen 784-6765	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
City of Vallejo Interagency Committee	City Manager's Office, City of Vallejo 648-4576	Primary	Primary				Jan. 9, 2018	1 year	As Needed	No		No
Fair Governance Committee	Nancy Huston, 784-6107		Primary			Primary	Feb. 6, 2018	1 year	As Needed	No		No
Health & Social Services & Family Justice Committee	Jerry Huber, 784-8400	Primary	Primary				Jan. 9, 2018	1 year	As Needed	No		No
Inactive												
Historical Records Committee	Dianne Luna 784-3105		Primary			Primary	Jan. 9, 2018	1 year	As Needed	No		No
Law & Justice Committee Inactive							Jan. 9, 2018	1 year	As Needed	No		
Legislation	Michelle Heppner 784-3002	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 9, 2018	1 year	As Needed	No		No
Public Art Committee	Kanon Artiche 784-2781	Primary			Alternate		Jan. 9, 2018	1 year	As Needed	No		No
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
Senior Issues Committee	Jerry Huber, 784-8400		Primary		Primary		Jan. 9, 2018	1 year	As Needed	No		No
Solano 360 Committee Project	Nancy Huston 784-6107	Primary		Primary			Jan. 9, 2018	1 year	As Needed	No		No
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 9, 2018	1 year	As Needed	No		No
Solano Children's Alliance	Alan Kerzin 421-7229		Primary				Jan. 9, 2018	1 year	1st Wed., 12 p.m.	No		No
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 9, 2018	1 year	As Needed	No		No
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 9, 2018	1 year	As Needed	No		No
TOTAL ASSIGNMENTS		27	20	22	30	20						
Updated 06-26-18												



Solano County

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

Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	18-601	Contact:	Jeanette Neiger, 784-6125
Agenda date:	08/28/2018	Final Action:	
Title:	Approve the minutes of the Solano County Board of Supervisors meetings of August 7 and August 14, 2018		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Minutes - August 7, 2018, B - Minutes - August 14, 2018		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ____ No X

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors meetings of August 7 and August 14, 2018.



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, August 7, 2018

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 7th day of August 2018 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 Hannigan, Brown, Spering and Chair Vasquez. Supervisor Thomson was excused. Chair Vasquez presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Dennis Bunting.

ROLL CALL

John M. Vasquez, Erin Hannigan, Monica Brown, James P. Spering. Skip Thomson was excused.

CLOSED SESSION

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

- 1 [18-510](#) Conference with Real Property Negotiators: Property: APN 0030-295-130, 460 Union Avenue, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Hal Alpert; Under negotiation: Price and terms

Conference with Legal Counsel - Existing Litigation: Sherry Foster et al. v. County of Solano

Conference with Legal Counsel - Existing Litigation: County of Solano v. CMT Federal Credit Union, now known as Solano First Credit Union, Ticor Title, now known as Fidelity National Title Insurance Company, and DOEs 1 through 60

Attachments: [A - Memorandum](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:05 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 [18-537](#) Adopt and present a resolution recognizing the 75th anniversary of the 349th Air Mobility Wing at Travis Air Force Base and its contributions to the safety and security of the United States and positive impact on Solano County (Chair Vasquez)

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

On motion of Supervisor Thomson, seconded by Supervisor Spering, the Board adopted and presented Resolution No. 2018-153 recognizing the 75th anniversary of the 349th Air Mobility Wing at Travis Air Force Base and its contributions to the safety and security of the United States and positive impact on Solano County. So ordered by 4-0 vote.

Enactment No: Resolution 2018-153

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) Linda Privatte, Vacaville, commented on concerns for her brother's welfare and on AB 1971.

B) Tina Chechourka, Volunteer Coordinator, provided information on the County's volunteer program and events.

C) Dennis Allen, Fairfield, thanked the Board for approving the flag policy, noted that there would be a POW/MIA ceremony at Travis AFB on September 21st and commented on legislation regarding sanctuary cities.

D) Alma Alicia Lepe-Santana, Dixon, commented on concerns with lack of enforcement of elder abuse and criminal activities at her parents' residence.

E) Emmet Tuff, Suisun City, commented on concerns with unauthorized charges and lack of water fountain maintenance by the In-Shape business in Suisun City.

Chair Vasquez advised that the business was not in the unincorporated area of the County and would fall under the jurisdiction of Suisun City. He advised Mr. Tuff to also take his concerns to the city.

F) George Guynn, Jr., Suisun City, commented on SB 1, public signs showing publicly funded projects and on the Solano Transportation Authority's efforts to reduce cars at schools.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for August 7, 2018.

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 August 7, 2018 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. The following comments were received:

A) Ann Cousineau, Fairfield, commented on Item 7 regarding the life and achievements of Mary Bourguignon.

B) Duane Kromm, Fairfield, commented on Item 7 regarding the dedication of the memorial bench for Mary Bourguignon.

Supervisor Hannigan requested that Item 5 be moved to the Regular Calendar for discussion.

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

- 3 [18-547](#) Adopt a resolution recognizing Wooden Valley Winery on their 85th Anniversary
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution 2018-154**
- 4 [18-536](#) Receive the Review of Anka Behavioral Health, Inc.'s Compliance with the Solano County Sheriff's Office Contract for the period of May 1, 2015 through June 30, 2017
- Attachments:* [A - Anka Contract Review Report](#)
 [Minute Order](#)
- Received**
- 6 [18-538](#) Accept the Solano County Treasurer's Quarterly Report for the period of April 1, 2018 through June 30, 2018
- Attachments:* [A - Letter to the Board](#)
 [B - Statement of Compliance](#)
 [C - PARS 115 Report](#)
 [D - Treasury Portfolio](#)
 [E - Balance Sheet and Income Statement](#)
 [Minute Order](#)
- Accepted**
- 7 [18-541](#) Authorize the Director of Library Services to accept, on behalf of the County, the donation of a bench as a tribute to Mary Bourguignon (Mary B) for her dedication and support of libraries, literacy and life-long learning; and Acknowledge the repurposing of the former rose garden to a sensory garden for children and families at the Fairfield Civic Center Library and a dedication ceremony to be held on August 18, 2018
- Attachments:* [Minute Order](#)
- Approved**

- 8 [18-543](#) Adopt a resolution to designate Crestwood Behavioral Health's Solano Crisis Stabilization Unit as a California Welfare and Institutions Code §§ 5150/5585.50/5585.55 involuntary detention facility for evaluation and treatment of adults, children, and adolescents who are experiencing acute psychiatric symptoms

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

Adopted

Enactment No: Resolution 2018-155

- 9 [18-554](#) Receive the Sheriff's Inmate Welfare Fund Report of Expenditures for Fiscal Year ending June 30, 2018

Attachments: [A - IWF FY2017/18 Statement](#)
 [B - IWF FY2017/8 Expenditures](#)
 [Minute Order](#)

Received

- 10 [18-555](#) Approve the write-off of accounts receivable due to Solano County in the amount of \$47,333.72 related to Animal Care and Animal Control Services (4/5 vote required); Discharge the Sheriff's Office from further collection efforts; and Authorize the Sheriff's Office to remove these accounts from the County's accounting records

Attachments: [A - Debt Schedule](#)
 [Minute Order](#)

Approved

- 11 [18-540](#) Adopt a resolution and plaque of appreciation for Patsy Honeycutt, Legal Secretary, upon her retirement from the Solano County Department of Child Support Services with over 37 years of dedicated service to Solano County

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

Adopted

Enactment No: Resolution 2018-156

MISCELLANEOUS ITEMS

- 12 [18-534](#) Approve the appointment of Ana Petero to the Solano Commission for Women and Girls, representing District 2, for a term length to be determined at the first meeting of the Solano Commission for Women and Girls

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

- 5 [18-546](#) Accept the Follow-Up Review Report on the In- Home Support Services (IHSS) Internal Control Review Report dated April 27, 2017

Attachments: [A - IHSS Follow-Up Review Report](#)
 [B - H&SS Response to Review](#)
 [Minute Order](#)

Supervisor Hannigan commented on Finding D, Recommendation #1 of the report regarding the definition of what "appears reasonable" meant and what the timeline was between when a fraud referral was filed and when it was investigated.

Deputy Auditor-Controller Kirk Stuckey advised that the timeline followed criteria set by the state and advised that he would provide the specific information to the Board.

Chair Vasquez requested that the information be emailed to the full Board.

On motion of Supervisor Hannigan, seconded by Supervisor Spering, the Board accepted the Follow-Up Review Report on the In-Home Support Services (IHSS) Internal Control Review Report dated April 27, 2017. So ordered by 4-0 vote.

- 13 [18-511](#) Receive a presentation from the Sheriff's Office on the department specific values, mission and goals which are intended to augment the Board's adopted vision and values

Attachments: [Minute Order](#)

Sheriff Tom Ferrara introduced the item and provided an overview of the department's values, mission and goals.

Contract Employee Todd Dischinger provided information on the collaborative process the department undertook to develop its values, mission and goals.

Supervisor Spering commented on the remarks made under public comments and the need for the department to provide a response to issues that come forward from the public.

Sheriff Ferrara advised that the department would follow up on Ms. Lepe-Santana's concerns.

Supervisor Spering advised that it was important that a response to concerns by the public was provided in a public forum so that the public knew the department was addressing the concerns.

Chair Vasquez advised that it was a matter of public perception.

Sheriff Ferrara advised that there was two sides to every story and that the department would follow up on the concerns.

In response to a question from Supervisor Hannigan, Sheriff Ferrara noted that the department's entire management team participated in the collaborative process workshop. He then advised that line staff had also participated in the process.

Supervisor Hannigan commented on the challenges of creating a culture that embraced the values, mission and goals. She then thanked the Sheriff's Office for partnering with and providing assistance to the Vallejo Police Department.

County Administrator Birgitta Corsello advised that she had asked the Sheriff to look at updating the department's values, mission and goals as they had not been updated in some time. She noted that the department was going through a lot of training classes and that a team of managers were conducting a review of skillsets at different levels of the organization. She then asked that the Board accept the department's values, mission and goals formally and noted that several departments would be looking at doing the same review of values, mission and goals.

Chair Vasquez commented on changes in departments and advised that it may be time for the Board to look at itself and reflect back on what it needed to do to match up with the departments.

On motion of Supervisor Hannigan, seconded by Supervisor Spering, the Board accepted the Sheriff's Office department specific values, mission and goals which are intended to augment the Board's adopted vision and values. So ordered by 4-0 vote.

14 [18-548](#)

Receive a verbal update regarding the Area Agency on Aging serving Napa and Solano (AAoA) close out and the California Department of Aging emergency provider contracts; and Consider conceptual design for new Area Agency on Aging structure including Joint Exercise of Powers draft agreement and Napa and Solano Counties Joint Proposal to California Department of Aging Seeking Designation as the Area Agency on Aging for the Planning and Service area for Napa and Solano (PSA 28)

Attachments: [A - Draft JEPA](#)
 [B - Draft Application](#)
 [C - Budget](#)
 [D - Contracted Providers PSA 28](#)
 [E - Provider Information](#)
 [Minute Order](#)

Principal Management Analyst Debbie Vaughn provided an updated regarding the Area Agency on Aging (AAA) closeout and the California Department of Aging emergency provider contracts.

Supervisor Brown commented on the Board's past action to set aside \$20,000 to help Meals on Wheels.

County Administrator Birgitta Corsello advised that the state had increased the existing Meals on Wheels contract in Solano County by \$40,000 and noted that the Board's past action was to set aside \$20,000 to assist the AAA and associated services. She then provided information on funding requirements for administration of the AAA for the current year.

Supervisor Brown asked if there was still a waiting list for the Meals on Wheels program.

Health Services Administrator Joyce Goodwin provided information on the Meals on Wheels program noting that there was a waiting list of approximately 175 people as of two weeks ago.

Supervisor Brown commented on the need for the funding to go to the Meals on Wheels program.

Ms. Vaughn noted that the director of Meals on Wheels had indicated that the backlog on the waiting list was due to intake delays and that the director would be resolving this. She advised that an update from the director was needed regarding the waiting list.

Supervisor Brown advised that she was not comfortable with the funding going to a different program.

Ms. Corsello advised that there would be an item on the next agenda regarding an agreement with Napa County that required Board action. She noted that today's item was a verbal update to provide information on current activities.

Supervisor Hannigan commented on the Board's past action concerning the \$20,000 and advised that it was her understanding that it was to go to Meals on Wheels. She then commented on the importance of having the Senior Coalition's involvement in discussions moving forward regarding senior programs and advised that there was an expectation that senior programs such as Fall Prevention would be continued.

Ms. Corsello advised that the Fall Prevention program was funded by the County and went through the AAA. She noted that the intent was to continue the programs that the state had put in place for this year because changing the programs would require a needs assessment update and revision of the plan which would take months to conduct. She then provided information on a caregiver registry program outside of IHSS that would not be funded by the state and advised that the matter would need to come back to the Board. She advised that staff believed they had a structure and a strategy for the AAA and that the next step would be for staff to lay out how to do a needs assessment, which would include looking at the role of the Senior Coalition moving forward.

Supervisor Spering commented on the need to look at where the needs were and to identify where people were not being served.

Director of Health and Social Services Gerald Huber advised that the focus was to maintain services already in place through the contract with the state and noted that a community health assessment may help identify some aspects of the needs that were being looked at. He advised that the biggest concern was to make sure services were easily accessible to the public and that it would take time to develop what was needed.

In response to questions from Supervisor Spering, Ms. Vaughn provided information on discussions with Napa County regarding the AAA. She noted that Napa County's staff was feeling positive that their Board would approve them as the administrative entity and would be taking the matter to their Board on August 14th. She advised that the Solano County staff intent was to bring back the finalized item to the Board on August 14th as well. She noted that there hadn't been any disagreements between the counties regarding distribution of funding because it would be split based on the elderly population within each county and was required by state law. She noted that the CDA allocated funding to subsets of title programs as well but was limited and that parameters were set by the state.

Supervisor Spering noted that Napa County was more affluent and commented on the importance of addressing the increased need for services in Solano County.

Ms. Vaughn advised that this would be a focus of the needs assessment.

Supervisor Spering, Ms. Vaughn noted that the needs assessment would focus on where the shortfalls were and would indicate where the County may need to spend more of its General Fund money to meet the County's population needs.

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

A) Steve Sillen, Senior Coalition member, commented on his experience as a former member on the AAA Advisory Council and on concerns with the JPA regarding the structure of the new advisory board.

B) George Guynn, Jr., Suisun City, commented on concerns with finding revenues to pay for services and programs.

C) Dennis Allen, Fairfield, commented on concerns about loss of funding for the HICAP program.

Ms. Vaughn advised that the HICAP program was funded by the state and was not a program administered by the AAA.

Supervisor Brown commented on the structure of the oversight board and asked if it could be structured based on the percentage of funding each county received.

Ms. Corsello advised that the proposed structure of the oversight board was based on the partnership between the counties and was a quasi-governmental model that had worked before. She noted that the purpose of the advisory council could be changed if the Board directed. She noted the importance of having a good needs assessment that was considered in the policy making process.

Deputy County Counsel Dan Wolk advised that the makeup of the oversight board and advisory council was really a policy decision of the Board.

Supervisor Brown suggested that the advisory council be structured based on funding and the oversight board be equally proportioned. She commented on the importance of addressing the different needs of both counties.

Chair Vasquez noted that the difference would be that the AAA would be run by the two counties and that there should be a fair share of the voice in the decision making.

Supervisor Spering commented on making it equal between the counties and noted that the funds were allocated by formula. He noted that the problem had been how the organization itself was structured and operated.

In response to comments from Supervisor Hannigan, Ms. Vaughn noted that the oversight board and advisory council were both required.

Supervisor Hannigan commented on the need for representation from different levels within the senior communities of both counties. She then noted the importance of making sure the County had oversight of the funding that it received.

Ms. Vaughn noted that the contracts would have to go through the County contracting procedures and that there would be more control over where the funding was provided. She then noted a technical correction and clarified that the oversight board would have seven members with the last member being a service provider jointly agreed upon by both counties.

Supervisor Hannigan commented on the importance of having oversight of the percentage of funding that would be received by the state.

D) Laurie Hartmann, Director of Meals on Wheels, provided information on the Meals on Wheels program and advised that some restructuring of the organization had taken place.

In response to a question from Chair Vasquez, Ms. Hartmann advised that the additional funding from the state was helpful but may not be enough due to the number of new calls coming in for service. She advised that they were focusing on the people that really needed the services.

In response to a question from Supervisor Hannigan, Ms. Hartmann noted that the break-even point for congregate dining was approximately 15 recipients.

E) Laura McClaren, Fairfield, commented on the need for the Fall Prevention Program and provided information on sources of funding for the program, noting that Benicia was covered for direct services and that Dixon did not have enough interest for the program.

Chair Vasquez commented on the need to look at how the Senior Coalition would fit into the AAA oversight board or advisory council.

Ms. Corsello advised that there was a lot of overlap of membership in committees and that there was opportunity this year to look at this.

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 Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Vicki Ovens, an active member of the Vallejo community

B. Supervisor Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Phyllis "Jeannie" Clark, an active member of the Vallejo community.

C. Supervisor Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Joseph Avellar, an active member of the Vallejo community.

D. Supervisor Sperring requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Alvina Sheeley, an active member of the Fairfield community.

RECESS

2:00 P.M.

15

18-545

Conduct a public hearing to consider Zoning Text Amendments ZT-18-01a and ZT-18-01b and the Planning Commission's affirmative recommendation on each amendment; Adopt the Ordinance, Zoning Text Amendment ZT-18-01a, to clarify and re-state existing land use regulations for dwellings and for agricultural and residential accessory buildings; and Adopt the Ordinance, Zoning Text Amendment ZT-18-01b, to revised and update land use regulations for accessory dwellings in Agricultural and Residential zoning districts

Attachments: [A - Accessory Building Ordinance \(Redlined\)](#)
 [B - Accessory Building Ordinance \(Clean\)](#)
 [C - Exhibit A New Section 28.72](#)
 [D - Secondary Dwelling Unit Ordinance \(Redlined\)](#)
 [E - Secondary Dwelling Unit Ordinance \(Clean\)](#)
 [F - Notice of Public Hearing](#)
 [G - Summary of Changes](#)
 [H - Links to CEQA and Planning Commission Documents](#)
 [Presentation](#)
 [Adopted Ordinance \(Accessory Building Ordinance\)](#)
 [Adopted Ordinance \(Secondary Dwelling Unit Ordinance\)](#)
 [Minute Order](#)

On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board approved reading the proposed ordinances amending Chapter 28 (Zoning Regulations) of the Solano County Code to clarify and restate existing land use regulations for dwellings and agricultural and residential accessory buildings and to revise and update land use regulations for accessory dwelling in agricultural and residential zoning districts by title only and waived further reading by a majority vote. So ordered by 4-0 vote.

Chair Vasquez opened the public hearing.

Director of Resource Management Bill Emlen introduced the item.

Principal Planner Jim Leland provided an overview of Zoning Text Amendment ZT-18-01a to clarify and re-state existing land use regulations for dwellings and for agricultural and residential accessory buildings and Zoning Text Amendment ZT-18-01b to revise and update land use regulations for accessory dwellings in Agricultural and Residential zoning districts.

In response to questions from Supervisor Brown, Mr. Leland advised that the secondary dwelling unit could be occupied by a renter. County Administrator Birgitta Corsello advised that secondary dwelling units would be for residence and not for a short term vacation rental. Mr. Leland advised that rental of the secondary dwelling unit for short term vacation purposes was not allowed unless approved by ordinance in the future.

Supervisor Brown commented on the importance of the secondary dwelling units be for residential purposes and not short term vacation rental.

Chair Vasquez commented that the secondary dwelling units were not for short term vacation rentals.

Planning Program Manager Mike Yankovich advised that the Planning Commission would be sending a recommendation to the Board regarding short term vacation rentals.

In response to a question from Supervisor Spering, Mr. Leland advised that maximum sizes for secondary dwellings were being restored and that minimum size limits had been established. He noted that the smallest size unit must have 220 square feet of living area plus a bathroom and a closet.

In response to questions from Supervisor Hannigan, Mr. Leland noted that companion units were not allowed and that there could not be two secondary dwelling units on a property. He then provided information on the different levels of secondary dwelling sizes allowed on agricultural or residential properties.

In response to a question from Supervisor Spering, Mr. Leland noted that the maximum size levels were restored from what the County had originally established previously. Ms. Corsello noted that staff was recommending going back to these sizes because there were already units that were these sizes and if the sizes changed then those units would be non-conforming.

In response to a question from Supervisor Hannigan, Mr. Leland advised that the ordinance did not allow for Air B&B (Bed and Breakfast) use of the secondary dwelling unit.

Chair Vasquez noted that Air B&Bs would come back to the Board at a later date.

Supervisor Brown commented on water availability for the units.

Mr. Leland noted that the primary source of water on most properties was well water and required a well permit.

Mr. Emlen advised that there was not an increment of increased water usage being made with the changes.

In response to comments from Supervisor Brown, Mr. Leland advised that the state legislation was primarily designed for cities. Ms. Corsello advised that a primary residence required a well test and demonstration of adequate water. She noted that a building permit for a second unit would require proof that there was sufficient septic and water. She then noted that residences within special districts required a will-serve for the secondary unit to make sure of capacity in the primary connection.

In response to questions from Chair Vasquez, Mr. Leland provided information on setback requirements and lot coverage.

Mr. Emlen advised that the state legislation requirements applied to the unincorporated areas. He then advised that further adjustments by the state would need to be addressed as they came up.

In response to comments from Chair Vasquez, Ms. Corsello commented on issues encountered during the permitting process and noted that these changes would make it a cleaner process.

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

A) Eleanor MacMakin, Vacaville, commented on her experience dealing with requirements of accessory dwelling units, the need for a clearer explanation of the changes being made in the ordinances and grandfathering of current properties that already had secondary dwelling units.

B) Peter Govorchin, Vallejo, commented on accessory dwelling requirements for his property and in opposition to the square footage being decreased to 850 square feet.

Mr. Leland provided information on zoning district regulations within unincorporated Vallejo, noting that the ordinance would lower the size to 850 feet. He noted that staff had been working with Mr. Govorchin and had advised him that his secondary dwelling unit would be allowed if the permit was approved prior to the new changes becoming effective.

In response to a question from Chair Vasquez, Deputy County Counsel Jim Laughlin advised that the permit could be approved as long as it was filed before the ordinance took effect and no substantial changes were made.

Chair Vasquez noted that the County was trying to be consistent by going back to the original size requirements.

In response to questions from Supervisor Spering, Mr. Leland noted that the property lots in Vallejo were traditionally smaller and that the County had a smaller size requirement because of this. Mr. Leland advised that the current minimum size was 1200 square feet and would be reduced to 850 square feet when the ordinance took effect. Ms. Corsello provided information on the history of actions that established the original 850 square foot standard.

Supervisor Spering suggested a review of the how the 850 square foot standard was originally established.

In response to a question from Supervisor Brown, Mr. Emlen advised that Mr. Govorchin's permit for the 1200 square foot secondary dwelling unit would be allowed as long as he filed before the ordinance took effect. County Counsel Dennis Bunting noted that once his permit was filed, no major changes could be made to the building permit.

In response to a question from Supervisor Hannigan, Mr. Emlen advised that staff would follow up on how big the accessory dwelling units were in the City of Vallejo.

C) Dave Marianno, Suisun City, commented on the state's regulations and illegal building of secondary dwelling units in the rural areas.

Chair Vasquez noted that regulations on secondary dwelling units had been in place for a while.

Chair Vasquez closed the public hearing.

On motion of Supervisor Spering, seconded by Supervisor Hannigan, the Board adopted Ordinance No. 2018-1793 amending Chapter 28 (Zoning Regulations) of the Solano County Code to clarify and restate existing land use regulations for dwellings and agricultural and residential accessory buildings. So ordered by 4-0 vote.

On motion of Supervisor Spering, seconded by Supervisor Hannigan, the Board adopted Ordinance No. 2018-1794 amending Chapter 28 (Zoning Regulations) of the Solano County Code to revise and update land use regulations for accessory dwelling in agricultural and residential zoning districts. So ordered by 4-0 vote.

In response to a question from Chair Vasquez, Mr. Emlen advised that the Planning Commission had voted no on the commercial cannabis ordinance the Board had sent to them. He advised that the commission believed that staff should further explore the commercial options that might be available.

Supervisor Spering commented on the need for explanation of why the ordinance was sent back to the commission when the item came back.

Mr. Bunting advised that the matter would come back to the Board at a later date.

Adopted

Enactment No: Ordinance 2018-1793 and Ordinance 2018-1794

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chair Vasquez invited members of the Board to make any additional 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 Martin Nelis, an active member of the Suisun City community.

B. Chair Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Marie Kuuipo Swidock, an active member of the Vacaville community.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 2:49 P.M. in memory of Vicki Ovens, Phyllis "Jeannie" Clark, Joseph Avellar, Alvina Sheeley, Martin Nelis and Marie Kuuipo Swidock. Next meeting of the Solano County Board of Supervisors will be August 7, 2018 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
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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, August 14, 2018

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 14th day of August 2018 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 Hannigan, Brown, Spering and Chair Vasquez. Supervisor Thomson was excused. Chair Vasquez presided. Also present were County Administrator Birgitta Corsello and County Counsel Dennis Bunting.

ROLL CALL

John M. Vasquez, Erin Hannigan, Monica Brown and James P. Spering. Skip Thomson was excused.

CLOSED SESSION

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

1 [18-574](#) Conference with Real Property Negotiators: Property: APN: 0028-782-040, South Watney Way, Fairfield; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director and Keith Hanson, Real Estate Services Manager; Negotiating party: Jon Quick; Under negotiation: Price and terms

Conference with Real Property Negotiators: Property: APN: 0055-160-560, 400 Mare Island Way, Vallejo; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michele Harris, First 5 Executive Director; Negotiating party: Gregory Smyth; Under negotiation: Price and terms

Conference with Legal Counsel - Potential Litigation: Three cases

Attachments: [A - Memorandum](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:03 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.

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 amount of immigrant children that had not yet been reconnected with their parents and long wait lines at the DMV.

B) Alma Alicia Lepe-Santana, Sacramento, commented on concerns for her parent's safety and lack of response by the Sheriff's Office to her parent's concerns.

C) Alicia Lepe, Dixon, commented in Spanish on concerns with the current living situation with her daughter Sylvia Lepe and with the Sheriff's Office, District Attorney and courts responses to the complaints about the situation. (Alma Alicia Lepe-Santana provided a verbal translation)

County Counsel Dennis Bunting noted that the Lepe's situation was a complex family matter and that it was being handled in the best and most appropriate manner by the Sheriff's Officer and other County departments involved.

D) Denise Stephens, Dixon, commented on concerns about the living situation at the Lepe's home and on her experience with the matter.

E) George Guynn, Jr., Suisun City, commented on SB 1 and taxes.

Supervisor Spering commented on the importance of SB 1 and the tax it provides to improve roads and infrastructure.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

County Administrator Birgitta Corsello requested that the Board take public comment on Item 11 and then continue the item to the Board's August 28, 2018 meeting because Napa County had moved its corresponding Board of Supervisors agenda item to its August 21, 2018 meeting.

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 August 14, 2018 as amended. 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. The following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on Item 6 regarding the Veterans Hall in Vallejo and the cost of the contract for the Veterans Memorial Hall Improvement Project in Vacaville.

Chair Vasquez commented on the need for improvements to the Vacaville hall.

B) Dennis Allen, Fairfield, commented on Item 6 regarding improvements to the Vacaville hall and the importance of veterans' halls.

County Administrator Birgitta Corsello encouraged Mr. Allen to speak with Capital Projects Manager Mark Hummel about the scope of work of the contract and noted that improvements had been made to several veterans' halls.

Chair Vasquez commented on the efforts to work with veterans' groups to improve relations and facilities.

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

- 2 [18-507](#) Approve the minutes of the Solano County Board of Supervisors meetings of June 12, June 19, June 26 and July 24, 2018
- Attachments:* [A - Minutes - June 12, 2018](#)
 [B - Minutes - June 19, 2018](#)
 [C - Minutes - June 26, 2018](#)
 [D - Minutes - July 24, 2018](#)
 [Minute Order](#)
- Approved**
- 3 [18-559](#) Adopt a resolution recognizing August 24, 2018 as the 75th Anniversary of Cal Maritime in Solano County
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution 2018-157**
- 4 [18-562](#) Approve the Board of Supervisors' response to the 2017/2018 Grand Jury Report of May 24, 2018 - "In-Home Support Services Program Oversight and Management"
- Attachments:* [A - County Administrator Response](#)
 [B - Auditor Controller Response](#)
 [C - District Attorney Response](#)
 [D - H&SS Response](#)
 [E - Board of Supervisors Response](#)
 [Minute Order](#)
- Approved**
- 5 [18-565](#) Approve the Board of Supervisors' response to the 2017/2018 Grand Jury Report of May 24, 2018 - "Property Tax Assessment and Payment Processing Review"
- Attachments:* [A - Auditor-Controller Response](#)
 [B - Treasurer-Tax Collector-County Clerk Response](#)
 [C - Assessor-Recorder Response](#)
 [D - Board of Supervisors Response](#)
 [Minute Order](#)
- Approved**

- 6 [18-563](#) Approve an agreement with Monley Hamlin, Inc. of Woodland for \$970,607 for the Veterans Memorial Hall Improvement Project at 549 Merchant Street in Vacaville; and Authorize the County Administrator, or designee, to execute the agreement and any amendments within the approved project budget

Attachments: [A - Contract](#)
 [B - Estimated Project Cost Summary](#)
 [C - Bid Results](#)
 [Executed Agreement](#)
 [Minute Order](#)

Approved

- 7 [18-556](#) Approve the consolidation of elections for cities and special districts in the November 6, 2018 General Election

Attachments: [A - Link to 2018 General Election District Resolutions](#)
 [Minute Order](#)

Approved

- 8 [18-532](#) Approve a 3 year contract with Bay Area Community Services for \$2,943,000 to provide ongoing services for the Whole Person Care Pilot Program for the period beginning August 1, 2018 through June 30, 2021; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budget appropriations

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

Approved

- 9 [18-560](#) Approve an Appropriation Transfer Request (ATR) for \$50,144, recognizing unanticipated revenue from the California Office of Emergency Services (CalOES) County Victim Services (XC) Victims of Crime Act 15 (VOCA) Grant Program and increasing appropriations to purchase computers, office furniture, security equipment, file cabinets, and a video monitor for the Solano Family Justice Center (SFJC) (4/5 vote required)

Attachments: [A - Grant Award Amendment](#)
 [Minute Order](#)

Approved

MISCELLANEOUS ITEMS

- 10 [18-571](#) Approve the reappointments of Albert B. Sullivan serving as a regular member and John M. Conboy serving as an alternate member; and Approve the appointment of William R. Watson to serve as an alternate member to the Solano County Assessment Appeals Board for the terms of September 3, 2018 through September 6, 2021

Attachments: [Minute Order](#)

Approved

REGULAR CALENDAR

- 11 **18-568** Approve submittal of the draft joint application of Napa and Solano counties to the California Department of Aging to form a new Area Agency on Aging for Planning Service Area 28; Approve a draft Joint Exercise of Powers Agreement between Napa and Solano counties to establish a new Area Agency on Aging for Planning Service Area 28; Authorize the County Administrator to sign the application documents; and Accept the initial start-up period (9 months) draft budget

Attachments: A - CDA Letter
 B - Application
 Revised Exhibit F to the Application
 Minute Order

Chair Vasquez noted that public comments would be taken on the item and that the item would then be continued to the August 28, 2018 Board meeting.

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

A) Donald Tipton, unincorporated Vallejo, commented on the difference in the amount of money that would be spent by each of the two counties.

B) George Guynn, Jr., Suisun City, commented on the need to make the planning of services available to the public.

Supervisor Sperring suggested that each Board of Supervisors nominate two people to the oversight board instead of jointly trying to appoint one member at large and asked that there be attendance requirements for the oversight board and the advisory board. He then asked that an annual report be presented to each Board of Supervisors.

In response to a question from County Administrator Birgitta Corsello, Supervisor Sperring commented that having one member at large appointed from each county that would then serve as a primary and alternate position for the oversight board would be a good thing to have.

Supervisor Brown suggested that the member at large primary voting member be alternated between the two counties each year.

Supervisor Hannigan suggested that each county have a primary and alternate member at large.

Ms. Corsello commented on the potential challenge of having each county appoint a primary and alternate at large member.

In response to a question from Supervisor Hannigan, Ms. Corsello advised that there was one city representative position for each county which represented all of the cities in those respective jurisdictions.

Supervisor Hannigan suggested two year terms for the positions.

Supervisor Sperring commented that there should be an equal number of members from each county and that there should be a focus on the needs of the seniors.

C) Father Robert Fuentes, Executive Director of Faith in Action/Chairperson of the Senior Coalition, commented that needs in Solano County overrode the needs in Napa County by 3 to 1 for seniors in poverty and that there should be proportional representation on the advisory council based on this.

D) Arnold Koenig, Member of the Area Agency on Aging Advisory Council, commented on past activities of the Advisory Council and Board of Directors for the Area Agency on Aging and noted that he could provide information on the activities and discussions that took place.

Chair Vasquez commented on the importance of oversight and transparency for the new structure.

Supervisor Sperring noted that it was Solano County that had asked for the performance audit of the Area Agency on Aging. He commented on the need for the advisory council to have full direct access to the oversight board and for the counties to go into this as equal partners, with the right people at the table.

In response to a question from Chair Vasquez, County Counsel Dennis Bunting advised that the item would be continued to August 28, 2018 at 8:30 A.M.

Supervisor Sperring clarified his earlier comment, noting that Napa County had also helped fund and participate at the request of Solano County.

Continued

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 Sperring requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Shirley Josephine Margaret Worthy, an active member of the Fairfield community.

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

C. Supervisor Brown thanked the Fairfield-Suisun School District, the Fairfield Scarlet Brigade Band, the Red Cross, Salvation Army, Fairfield Police Department, Kaiser and NorthBay nurses, all of the responding fire departments, advocates and caregivers for elderly evacuees, the Vacaville Police Department and community volunteers that helped evacuate the SPCA animals, to the staff of Congressman Garamendi's office for their assistance during the Nelson Fire on August 10th.

D. Chair Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of California Highway Patrol Officer Kirk A. Griess, an active member of the Vacaville community. He asked that all of the Board members sign the adjournment certificate.

Chair Vasquez noted that the Board would return to Closed Session with no report out.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 10:00 A.M. in memory of Shirley Josephine Margaret Worthy, Addie Pinero and Kirk A. Griess. Next meeting of the Solano County Board of Supervisors will be August 28, 2018 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 #:	13	Status:	Consent Calendar
Type:	ATR	Department:	Board of Supervisors
File #:	18-593	Contact:	Alexandra Winston, 784-6131
Agenda date:	08/28/2018	Final Action:	
Title:	Approve an Appropriation Transfer Request (ATR) to appropriate \$5,000 for non-County contributions to District 5, funded by offsetting unanticipated property tax revenue in the General Revenue Budget, to benefit community organizations and programs (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Thompson requests that the Board approve an Appropriation Transfer Request (ATR) to appropriate \$5,000 for non-County contributions to District 5, funded by offsetting unanticipated property tax revenue in the General Revenue Budget, to benefit community organizations and programs (4/5 vote required).

SUMMARY:

As a prior budget request, Supervisor Thomson committed his entire budget of \$5,000 from his Non-County Contributions line-item to support hiring a Code Compliance Officer for the Resource Management Department as an ongoing budget allocation. As a result, District 5 budget for the non-County contributions was since eliminated from District 5's budget, however, for FY2018/19 Supervisor Thomson is requesting this budget line-item be reinstated to support additional community service programs on behalf of District 5.

FINANCIAL IMPACT:

This expenditure will increase the District 5 FY2018/19 budget by \$5,000. This increase in appropriations is offset by recognizing a \$5,000 increase in unanticipated property tax revenue. This increase in appropriations results in a total expenditure budget of \$492,069 or \$3,003 less than the District 5 FY2017/18 Budget.

DISCUSSION:

During the FY2018/19 Budget Hearings, the Board appropriated \$5,000 in budget line-item 0003701 - Contributions to Non-County Agencies to each supervisorial district requesting the funds, to allow Board

members to support community service programs.

In prior years, Supervisor Thomson committed redirecting the entire \$5,000 from his Non-County Contributions line-item to support hiring a Code Compliance Officer for Resource Management Department as an ongoing budget allocation. As a result, the District 5 budget for the non-County contributions was eliminated from District 5's budget, however, for FY2018/19 Supervisor Thomson is requesting this budget line-item be reinstated to support additional community service programs on behalf of District 5.

District 5 inadvertently omitted to request the funds be reinstated as part of the FY2018/19 budget process and requests the Board approve an Appropriation Transfer Request (ATR) allocating \$5,000 to District 5 to be used for community service programs in his district.

When the Allocation to Non-County Agencies was first put into effect, the Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

Guidelines for Grant Funding Requests:

- 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.

ALTERNATIVES:

The Board could choose not to authorize this expenditure. This is not recommended as the funding assists community organizations in District 5.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Contract	Department:	County Administrator
File #:	18-581	Contact:	Ian Goldberg, 784-6116
Agenda date:	08/28/2018	Final Action:	
Title:	Approve a contract with Economic and Planning Systems, Inc. for \$102,200 to provide consultant services for the comprehensive analysis of the County's Public Facilities Fee, for a contract term of Aug 1, 2018 through June 30, 2019; Authorize the County Administrator to sign the agreement and any amendments that do not exceed 10% of the total contract amount; and Approve an Appropriations Transfer Request (ATR) of \$112,420 from the Public Facilities Contingency revenues to fund the contract cost for the comprehensive analysis and any amendments up to 10% of the contract cost (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes	No	<u>X</u>	
Public Hearing Required?	Yes	No	<u>X</u>	

DEPARTMENTAL RECOMMENDATION:

The County Administrator recommends that the Board of Supervisors:

1. Approve a contract with Economic and Planning Systems, Inc. for \$102,200 to provide consultant services for the comprehensive analysis of the County's Public Facilities Fee, for a contract term of Aug 1, 2018 through June 30, 2019;
2. Authorize the County Administrator to sign the agreement and execute any contract amendments to the scope of services, terms and conditions, and total compensation that does not exceed 10% of the total contract amount; and
3. Approve an Appropriations Transfer Request (ATR) of \$112,420 from the Public Facilities Contingency revenues to fund the contract cost for the comprehensive analysis and any amendments up to 10% of the contract cost (4/5 vote required).

SUMMARY:

California Government Code section 66000 requires that the premises and projections upon which the Public Facilities Fee (PFF) is established to be evaluated at least every five years. The last evaluation occurred in FY2012/13; therefore, a new analysis is recommended. Following a competitive bid process, Economic and Planning Systems, Inc. (EPS) was selected to provide the necessary comprehensive analysis of the County's

PFF.

FINANCIAL IMPACT:

There are two components to the contract scope of work with EPS, which includes the engagement of a subcontractor with expertise in traffic methodologies, for the analysis of the County's PFF.

1. \$57,420 for EPS' analysis of existing, proposed and modified components of the PFF.
2. \$44,780 for Fehr and Peers' analysis of the transportation component.

As indicated above, the net cost for the comprehensive analysis is \$102,200 which will be funded from PFF revenue received for administrative and compliance costs, including the comprehensive analysis. The costs associated with the transportation component will be reimbursed from the Solano Transportation Authority which administers the expenditure of the Regional Transportation Impact Fee. Funding for this contract is not reflected in the FY2018/19 Adopted Budget. The estimated costs for this contract was previously included in the FY2017/18 Adopted Budget, however as the contract was not executed in FY2017/18 as anticipated, the budgeted funds reverted to the PFF contingency. Therefore, it is recommended that the Board approve an ATR for \$112,420 from PFF contingency to fund the full cost of the contract of \$102,200 and \$10,220 or up to 10% of the contract amount to address any future contract amendments as authorized by the County Administrator. There is no impact to the County General Fund associated with approving this contract.

DISCUSSION:

Solano County PFF supports public facility improvements, required as the result of future development within Solano County, through the collection of PFF by cities on behalf of the County. The Mitigation Fee Act (Government Code section 66000, et. seq.) requires that the premises and projections upon which PFF were established be evaluated at least every five years. The last evaluation for the County of Solano was completed in 2013 and the new evaluation should be completed in 2018.

A Request for Qualifications (RFQ) was released by the County on March 16, 2018. Only one firm submitted a bid. The bid received was from EPS, which was the firm selected to complete the previous comprehensive analysis for Solano County. Following evaluation of the RFQ submittal, EPS was selected.

The contract includes the following components, based on the scope of work and list described in the RFQ:

1. Comprehensive study evaluating the relationship between new development within the County and the amount of public facilities the County must acquire to accommodate growth through 2040.
2. Analysis to determine what components should be continued, added/eliminated or modified and what fees should be charged so that adequate revenues are raised to cover future costs for additional public facilities as growth occurs. Solano County currently collects the PFF for the following components: Countywide Public Protection, Health and Social Services, Library, General Government, Transportation and an administrative oversight charge.

The scope of work establishes a timeline that includes a review of a draft report by County staff; a final draft report for public review; time for County staff, along with the consultant, to meet with impacted local agencies, including cities, to confirm the methodology for projecting future facility needs as part of the review process; and a final report to be completed after public review. Staff anticipates the final report summarizing the methodology, findings, supporting justification, recommended fees and fee calculations will be presented to the Board by the end of the calendar year. Following completion of the analysis and presentation to the report

to the Board, any recommended revisions to PFF fees would subsequently be brought back to the Board for further consideration and adoption.

ALTERNATIVES:

The Board could choose any of the following:

1. To postpone or reject the response to the RFQ and direct staff to issue a new RFQ for the project; however, this is not recommended since the RFQ was conducted in conformance with the Public Contract Code and re-issuing the RFQ could increase the overall project cost, as well as, extend the project schedule resulting in missing the required deadline for the update.
2. To not approve the contract; however, this action is not recommended as the analysis needs to be completed as soon as possible in order to meet a comprehensive review of the PFF as required by law.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office has worked with staff from County Counsel, Resource Management, Solano Transportation Authority and General Services in developing the RFQ, selecting the consultant and completion of the contract.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



ATTACHMENT A

**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:

Economic and Planning Systems, Inc. (EPS)

CONTRACTOR'S NAME

2. The Term of this Contract is: August 1, 2018 through June 30, 2019

3. The maximum amount of this Contract is:

\$102,220

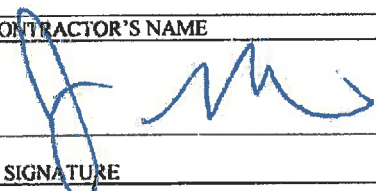
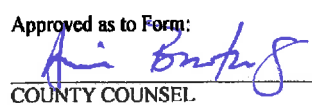
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on _____, 2018.

CONTRACTOR	COUNTY OF SOLANO
Economic and Planning Systems, Inc.	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE Birgitta E. Corsello, County Administrator
	TITLE 675 Texas Street, Suite 6500
SIGNATURE	ADDRESS Fairfield, CA 94533
Jason Moody, Principal	CITY STATE ZIP CODE
PRINTED NAME AND TITLE	Approved as to Content:
One Kaiser Plaza, Suite 1410	DEPARTMENT HEAD OR DESIGNEE
ADDRESS	Approved as to Form:
Oakland, CA 94612	
CITY STATE ZIP CODE	COUNTY COUNSEL

Rev. 1/25/12

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

Economic and Planning Systems, Inc. ("EPS" or "Contractor") shall perform those services specified in detail here and described in various attachments, each of which is incorporated in this Contract by this reference, which define and describe the scope of work to be undertaken by EPS. County has materially relied upon the representations of EPS as may have been made in County's selection of EPS for this work. EPS agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified in this Contract.

The Scope of Services consists of:

- The Comprehensive Analysis and Update of Solano County Public Facilities Fees, which is incorporated into this Exhibit as if fully set forth in it.
- The services described in Contractor's proposal to Request for Qualifications (RFQ 95X-0309-18), submitted on April 17, 2018, which is incorporated into this Exhibit as if fully set forth in it.

EPS shall serve as the County's representative when designated for the purpose of public presentations as directed. The firm shall work as an extension of the County Administrator's Office, whose representative shall oversee and facilitate work with other County agencies or departments.

EPS shall assist the County Administrator's Office (CAO) by providing professional services and make recommendations related to the County's Public Facilities Fee which shall include the following:

1. PUBLIC FACILITIES FEE -EXISTING COMPONENTS

Solano County currently collects the Public Facilities Fee, pursuant to Cal. Government Code section 66000 et seq., for the following components: Countywide Public Protection (including Courts), Health and Social Services, Library, General Government, and Transportation, as well as an administrative oversight charge.

EPS shall provide an analysis to determine what components should be continued, added or modified, and what fees should be charged so that adequate revenues are raised to cover future costs for additional facilities as growth occurs.

County staff will work directly with EPS on those facilities eligible for inclusion in the Public Facilities Fee program. The County's *5-year Capital Facilities Improvement Plan* will serve as the foundation of information from which EPS will perform the annual update of Public Facilities Fee, including validation of costs as it pertains to the County's fee program.

EPS, through its subcontractor Fehr & Peers, will review the Regional Transportation Impact Fee component as detailed in the scope of work, attached as Exhibit A-1.

2. SPECIFIC WORK PLAN AND TASK LIST

Phase I: Study Implementation Plan and Management

Phase I is designed to identify the basic parameters of the Fee Program, develop agreement on the primary goals and objectives of the study, and outline a process for resolving the key issues that are likely to arise. Many of these key questions were addressed and resolved as part of the 2013 update, so Phase I will confirm our understanding of these key issues and set the stage for the more in-depth technical work that will follow in Phase II and Phase III and ensure that these later efforts are being undertaken in a manner consistent with the expectations and objectives of

the County and other stakeholders. From past experience, we have found that the technical analysis can be conducted much more efficiently and effectively if there is fundamental agreement on key principles, parameters, and objectives. The analytical steps reflect the tasks identified in the RFQ but are presented in the sequence in which they are to be carried out. In some cases, preliminary work for some tasks may begin before completion of a previous task.

Phase I, Task 1: Project Initiation and Project Management

EPS will meet with County staff to review project parameters, clarify team roles, and review the project schedule and key deliverables. The primary goal of this task is to finalize the scope, budget, and other project related issues. EPS will use this opportunity to identify existing data, documents (e.g., the 2013 Nexus Study), and other pertinent information that may be useful. EPS also will work with staff to establish a management and reporting protocol for the entire project, defining team roles, internal and external communication protocol, the format of deliverables, and scheduling issues.

Corresponding RFQ task list items:

-Assist in the development of the conceptual project scope.

Phase I, Task 2: Develop Critical Study Parameters and Assumptions

The Mitigation Fee Act establishes guidelines in terms of projects and programs that can be included and the set of findings required to establish a legally defensible impact fee. This structure does, however, provide significant flexibility that allows individual jurisdictions to adapt their fee programs to the unique preferences and circumstances of their communities. This task will specify how various program approaches and key assumptions will be addressed in the Study. Although it is recognized that this task may not fully resolve all of the issues described below, the goal will be, at a minimum, to develop broad agreement on a process for doing so.

Land Use Assumptions and Timeframe

Working with County staff, EPS will confirm the land use growth assumptions and development forecasts that will be used to estimate future facility needs and cost allocations.

- Time Horizon for Fee Calculation
- Land Use Categories
- Amount, Type, and Location of Growth

Capital Improvement Master Plan

The County's most recent Capital Improvement Master Plan was updated in FY2017/18 and, along with conversations with the County Administrator's Office and affected Departments, will be the primary basis for identifying the facilities to be included in the fee update.

County Government Growth Patterns

In collaboration with County staff, EPS will estimate future staffing needs, establishing a link between future growth in the County and future staffing needs.

Cost Allocation Methodology

The allocation of facility costs between new and existing development and by land use is a critical component of the fee nexus analyses. For certain capital facilities the allocation methodology is relatively established, but for others, a significant amount of flexibility is available. EPS will need to establish a proportional and justifiable basis for allocating costs between existing and new growth based on service standards that can be well documented and supported.

Corresponding RFQ task list items:

-Evaluate resources, influences, and factors impacting Public Facilities Fees, including the Nexus Analysis for Solano County Facilities Fee Update (approved December 2013).

-Review County's land use program to assist in determining future growth patterns in the County.

- Review County government's growth patterns to determine future staffing needs.*
- Review County's Capital Improvement Master Plan (last updated 2/21/2017).*

Phase I, Task 3: Consider Policy and Implementation Issues

At the outset of the update of a fee program, it is not too early to consider how best to address any implementation issues that are anticipated or that have arisen during the past five years. In the EPS Team's experience, fee adjustments, reimbursements, and land use exclusions, as well as fee program updating and auditing are critical considerations. EPS will discuss these issues, the current approaches, and potential directions for the fee update.

Corresponding RFQ task list items:

- Meet with representatives of the County Administrator's Office, General Services, and/or Departments utilizing Public Facilities Fees.*
- Develop Project schedule for the comprehensive analysis to ensure timely adoption of fees.*

Phase I Deliverables: Memorandum summarizing critical study parameters and assumptions;

Phase I Meetings: One project initiation meeting and follow-up meetings as needed with the County Administrator's Office and affected Departments.

Phase II: Technical Analysis

The purpose of this phase is to perform the technical analysis needed to support the fee calculation nexus studies. The work will be guided by the results of **Phase I**, and as such is described in more general terms here.

Phase II, Task 1: Develop Public Protection, Health and Social Services, Library, and General Government Programs

The EPS Team will conduct a series of tasks designed to produce a list of improvements for each of the fee program categories, and their corresponding costs, to be covered in full or in part by the fee program. These tasks are described below.

Building off the review of the Capital Improvement Master Plan and working with County staff, the EPS Team will develop a master list of Public Protection (including courts), Health and Social Services, Library, and General Government improvements to be potentially funded in full or in part by the fee program. Projects that are clearly ineligible for impact fee revenues, such as those designed to correct existing deficiencies, those related to operation and maintenance, or those with existing funding in place, will not be included.

EPS will rely upon County staff to provide and/or develop cost estimates for the improvement projects considered for fee program inclusion. Alternatively, EPS can research recent costs of similar facilities in the region, if available. If needed or if the County prefers, EPS can work with County staff to identify a civil engineering and cost estimating firm to assist in the preparation of cost estimates.

Corresponding RFQ task list items:

- Meet with impacted departments to confirm methodology for projecting future needs.*

Phase II, Task 2: Nexus Analyses and Preliminary Maximum Allowable Fee Calculations

The purpose of this task is to establish the required nexus between the amount of the fee being charged and the impacts caused by the new development that will be subject to the fee. This task will provide a detailed description of the nexus relationships and findings used to develop the preliminary fee schedule.

In order to calculate the fees, EPS will develop a cost allocation methodology using nexus logic. The two primary types of cost allocations are (1) between new and existing development and (2) across land use types. EPS will ensure that affected Departments understand the cost allocation methodology and view it as equitable and appropriate based on the available data and their knowledge of facility-demand trends.

Based on the cost allocation and growth assumptions described above, EPS will develop a preliminary fee calculation for each land use. Specifically, the total improvement costs will be divided by the expected growth in each land use category. EPS will summarize the impact fees for each land use for review by County staff and other stakeholders. This preliminary fee calculation is designed to illicit input regarding the amount, scope, and incidence of the fees calculated.

Corresponding RFQ task list items:

- Make recommendations regarding use and collection of proposed Public Facilities Fees.*
- Make recommendations regarding the Court facility component.*
- Research nexus between County costs and proposed Public Facilities Fees*

Phase II Deliverables: Public Protection, Health and Social Services, Library, and General Government Program Project Lists and Cost Estimates database; PowerPoint for presentations detailing descriptions of the nexus relationships and preliminary fee calculations.

Phase II Meetings: One meeting with County staff to review preliminary maximum allowable fees.

Phase III: Fee Implementation

The purpose of this phase is to test the economic feasibility of the preliminary fees and pull the completed technical work into final nexus studies and ordinances that can be taken to the County Board of Supervisors for adoption.

Phase III, Task 1: Fee Comparison Analysis

The maximum allowable fee levels developed in Phase II serve as a starting point for review and discussion concerning final fee levels. Ultimately there are a number of economic and policy considerations that inform fee program decisions beyond the specifics of the technical work. To help inform the extent to which the maximum allowable fees may need to be reduced to achieve broader development feasibility objectives, EPS will first summarize and compare the total fee burden, including all current local impact fees, relative to other benchmark jurisdictions. Jurisdictions to be surveyed may include the cities in the Solano County, Sonoma County, Sacramento County, Yolo County, and San Joaquin County. Fees for a selection of land use categories will be compared, such as single family and multifamily residential, office, industrial, and retail.

Phase III, Task 2: Address Policy and Implementation Issues

In EPS's experience, fee adjustments, reimbursements, and land use exclusions as well as fee program updating and auditing are critical considerations. EPS will work with County staff, building on the discussions in Phase I, to discuss the current fee program's approaches to implementation issues and areas where adjustments/additions are appropriate.

Fee Adjustments, Reimbursements, and Land Use Exclusions

Many fee programs establish a fixed fee level, allowing fee adjustments or reimbursements for facility "oversizing" or other investments that contribute more than the development's fair share. Some fee programs also exclude certain land uses based on their real estate economics or broader policy goals, such as encouraging development of affordable housing or in distressed neighborhoods, among other possibilities. The administrative complexity of implementing different approaches will be important to determining the preferred approach.

Fee Program Administration, Updating and Auditing

Fee program updates and audits are a necessary, but often overlooked, part of fee program implementation. There are specific approaches that help ensure appropriate use of funds throughout the life of the fee program. Fee updating also varies by fee program, through a mix of mechanized and more comprehensive, regular updates, help keep the fee program up-to-date and on track to accomplish its commitments.

Corresponding RFQ task list items:

- Make recommendations regarding proposed/modified and/or eliminated Public Facilities Fees.*

Phase III, Task 3: Draft Nexus Study

Based on the technical results from preceding tasks and feedback from the County Administrator's Office and other Department staff, EPS will update the preliminary impact fee schedule. For example, the preliminary fee calculation methodology may be revised to incorporate changes in the amount, scope, or incidence of the fees.

Once the fee schedule is finalized, EPS will prepare an administrative draft Nexus Study that documents the assumptions and methodology and establishes the required nexus for creating the fee. This report will include copies of all data, models, and other materials used in the analysis. The administrative draft will be available for staff review prior to the draft Nexus Study, which will be available for broader circulation.

EPS will be available to participate in one stakeholder outreach meeting at which we will review the objectives and scope of the study and the preliminary fee calculations.

Corresponding RFQ task list items:

- Prepare draft report for review by County Administrator's Office and impacted departments.*
- Attend public meetings regarding existing and proposed Public Facilities Fees.*

Phase III, Task 4: Board of Supervisors Hearing and Final Nexus Study

EPS will assist staff in presenting the fee update and the Draft Nexus Study to the Board of Supervisors. Following the BOS Hearing, EPS will revise the Nexus Study as necessary, reflecting input from the Board, and issue the Final Nexus Study.

Corresponding RFQ task list items:

- Finalize report.*
- Make presentation to Board of Supervisors and other agencies if requested.*

Phase III Deliverables: Administrative draft, draft, and final versions of the Nexus Study

Phase III Meetings: One (1) public stakeholder outreach meeting and one (1) BOS Public Hearing for Adoption

Schedule

A revised project schedule by task is provided in **Figure 1**. As shown, we estimate that the consultant team can complete the above Scope of Work within four months. This estimate assumes that required County data and input are provided on a timely basis. EPS is prepared to begin work immediately upon authorization to proceed. The actual project schedule will be formalized during the initiation meeting and updated, if necessary, and upon consultation with the client, on a periodic basis.

Task/Description	September 2018	October 2018	November 2018	December 2018
Phase I - Study Implementation Plan				
Task 1: Project Initiation and Project Management	M			
Task 2: Develop Critical Study Parameters and Assumptions		D		
Task 3: Consider Policy and Implementation Issues				
Phase II - Technical Analysis				
Task 1: Develop Public Protection, Health and Social Services, Library, and General Government Programs		M		
Task 2: Nexus Analyses and Preliminary Maximum Fee Calculations			M	D
Phase III - Fee Implementation				
Task 1: Fee Comparison Analysis				
Task 2: Address Policy and Implementation Issues				
Task 3: Draft Nexus Study				S/D
Task 4: Board of Supervisors Hearing and Final Nexus Study				H/D
M shows meetings with City staff. S indicates a stakeholder public outreach meeting. H indicates a public hearing (BOS). D indicates project deliverables.				

Exhibit A-1
FEHR & PEERS – SCOPE OF WORK

Task 1: Project Kick-off

Fehr & Peers will meet with the project team for a kick-off meeting to align expectations for this fee program update.

Task 2: Update Project List and Cost Estimates

The list of capital improvement projects eligible for funding through the RTIF will be adjusted to include up to five additional projects. STA staff will provide a definition of each additional project, and will also provide a rough cost estimate for each project. Fehr & Peers will evaluate each of the additional projects for consistency with the RTIF program's criteria for eligibility; if any of the additional projects do not seem to align with the eligibility criteria, we will raise this issue for discussion with the project team before proceeding.

Task 3: Update Growth Projections

It is our assumption that EPS will be reviewing and potentially updating the countywide growth projections as part of their work on updating other County impact fee programs. Fehr & Peers will provide the Solano-Napa Activity-Based Model (ABM) TAZ system to EPS, and assume that EPS will give us updated growth projections in that TAZ format. We will review the growth projections and will raise any issues for discussion with the project team before proceeding.

Task 4: Conduct Nexus Analysis

Following the same methods as used in the original RTIF nexus study, the nexus analysis will include two steps. The first step is to determine whether there are any existing deficiencies at the locations of the new capital improvement projects. As in the original RTIF study, the determination of existing deficiencies will be drawn from the results of prior traffic analyses, and no new traffic data will be collected.

The second step of the nexus analysis is to estimate the amount of future usage of the additional capital facilities that is regional in nature, and thus will be subject to the regional impact fee. Fehr & Peers will incorporate the growth projections described in Task 3 into the Solano-Napa ABM, and will also ensure that the model network includes the additional capital improvement projects described in Task 2. We will apply the model and use the results to calculate the percentage of new regional trips on each of the additional RTIF capital projects described in Task 2.

(It should be noted that the original RTIF nexus study was conducted in 2012/13, and used the Solano-Napa travel demand model that was available at that time. Over the past few years, a new activity-based model has been developed for Solano-Napa, and is now the officially supported model for new applications. Therefore, this updated nexus analysis will use the new ABM, but it should be recognized that this is a different analytical tool than was used in the original nexus study.)

Task 5: Documentation and Coordination with Project Team

The results of the analysis described above will be documented in a draft technical memorandum and submitted to the project team. We will respond to one round of consolidated comments and will finalize the memo. It is presumed that the technical results presented in the memo will be used by EPS in their preparation of a formal nexus report.

Fehr & Peers staff will be available to participate in up to three meetings in Solano County; it is presumed that this will involve one meeting with the STA TAC, one meeting with the STA Board,

and one presentation to the Board of Supervisors, although the exact nature of the meetings can be determined as the project progresses. We will also be available to participate in up to three conference calls with the project team.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION AND FEE SCHEDULE

This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed \$102,220 which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies. Payment for Contractor’s services shall be made in accordance with the task and/or milestones set forth in the Proposed Budget, attached to, and incorporated into this Exhibit as Exhibit B-1 totaling \$57,420. This does not include the subcontractor budget allocation for Fehr & Peers to completed the Transportation portion of the fee update which is outlined in Exhibit A-1 totaling \$44,800 These fees are further outlined in Exhibit B-2 herein. All fees associated with the scope of work for both EPS and Fehr & Peers will be billed to Solano County through EPS. Solano County will subsequently receive reimbursement for the Transportation portion of the study from Solano Transportation Authority (STA).

2. METHOD OF PAYMENT

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.

EXHIBIT B -1

EPS Budget

The following table outlines the budget for EPS, excluding the Transportation portion of the fee update.

Phase/Task	J. Moody <i>Principal-in-Charge</i>	A. Kanat <i>Project Manager</i>	A. Gade <i>Associate</i>	Production <i>Staff</i>	Labor Subtotal	Direct Expenses	Total
Phase I - Study Implementation Plan							
Task 1: Project Initiation and Project Management	4	6	8	0	\$3,790	\$50	\$3,840
Task 2: Develop Critical Study Parameters and Assumptions	6	10	8	1	\$5,370	\$0	\$5,370
Task 3: Consider Policy and Implementation Issues	6	8	4	0	\$4,170	\$0	\$4,170
Subtotal, Phase I	16	24	20	1	\$13,330	\$50	\$13,380
Phase II - Technical Analysis							
Task 1: Develop Public Protection, Health and Social Services, Library, and General Government Programs	10	16	16	0	\$9,070	\$0	\$9,070
Task 2: Nexus Analyses and Preliminary Maximum Fee Calculations	8	16	24	1	\$9,890	\$0	\$9,890
Subtotal, Phase II	18	32	40	1	\$18,960	\$0	\$18,960
Phase III - Fee Implementation							
Task 1: Fee Comparison Analysis	6	10	20	1	\$7,290	0	\$7,290
Task 2: Address Policy and Implementation Issues	8	10	15	0	\$6,950	\$0	\$6,950
Task 3: Draft Nexus Study	6	10	12	1	\$6,010	\$0	\$6,010
Task 4: Board of Supervisors Hearing and Final Nexus Study	6	10	4	1	\$4,730	\$100	\$4,830
Subtotal, Phase III	26	40	51	3	\$24,980	\$100	\$25,080
TOTAL HOURS	60	96	111	5			
TOTAL BUDGET					\$57,270	\$150	\$57,420
<i>2018 Hourly Billing Rates</i>	<i>\$275</i>	<i>\$235</i>	<i>\$160</i>	<i>\$90</i>			

EXHIBIT B -2 FEHR & PEERS BUDGET

The following table outlines the budget for Fehr & Peers for the Transportation portion of the fee update.

Fee Proposal for Solano County RTIF Update

	Principal	Modeling Expert	Transp. Planner	Graphics	Admin	Labor Hours	Direct Costs	Total	Total Hours	Total Costs
Tasks	\$315	\$205	\$155	\$140	\$130					
Task 1 - Kick-off										
1.1 Kickoff Meeting	4		4		1	9	\$140	\$2,150	9	\$2,150
Task 2 - Update Project List and Costs										
2.1 Add Projects and Costs	2		6		1	9	\$120	\$1,810	9	\$1,810
2.2 Consistency with Eligibility Criteria	2		6		1	9	\$120	\$1,810	9	\$1,810
Task 3 - Update Growth Projections										
3.1 Incorporate into Solano-Napa ABM	2	6	16		3	27	\$330	\$5,060	27	\$5,060
Task 4 - Conduct Nexus Analysis										
4.1 Determine Existing Deficiencies	2		8		1	11	\$140	\$2,140	11	\$2,140
4.2 Conduct Modeling	6	12	60		10	88	\$1,050	\$16,000	88	\$16,000
Task 5 - Documentation and Coordination										
5.1 Prepare Technical Memorandum	8		20	12	5	45	\$560	\$8,510	45	\$8,510
5.2 Attend Meetings (3) and Conference Calls (3)	15		11		3	29	\$480	\$7,300	29	\$7,300
Total for all Tasks	41	18	131	12	25	227	\$2,940	\$44,780	227	\$44,780

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 any 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 for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of

applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

7. INSURANCE

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

B. Minimum Scope of Insurance Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | 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 to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
|----------------------|--------------------|--|

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 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. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

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

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

(a) 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.

(b) 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.

- (2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

- (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 provide the required certificates and endorsements 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 constitute cause for termination of 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. The contract may be terminated at County's sole discretion.

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 negligent 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. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. 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 C.F.R. part 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 receiving services under this Contract.

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 law, 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. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

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 any protected class; (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 a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded 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 federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. 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.

D. If services pursuant to this Contract involve federally-funded 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 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 #:	15	Status:	Consent Calendar
Type:	Resolution	Department:	County Administrator
File #:	18-604	Contact:	Birgitta Corsello, 784-6100
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt a resolution declaring a shelter crisis in Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes	No	<u>X</u>	
Public Hearing Required?	Yes	No	<u>X</u>	

DEPARTMENTAL RECOMMENDATION:

The County Administrative Office recommends the Board adopt a resolution declaring a shelter crisis in Solano County.

SUMMARY:

The FY2018/19 California State Budget Act and SB850 (Chapter 48, Statutes of 2018) included \$500 million for the Homeless Emergency Aid Program (HEAP). HEAP is a block grant program designed to provide assistance to local governments to address the homelessness crisis through a spectrum of housing options. HEAP funding is divided into three categories for distribution: \$250 million to Continuums of Care (CoC) divided into nine groupings based on the 2017 Point-in-Time Homeless count; \$100 million to CoC's based on each CoC's percent of 2017 Point-in-Time Homeless count; and \$150 million to large cities with a population over 330,000. The total allocation for Housing First Solano Continuum of Care, the regional Continuum of Care for Solano County, is \$4,917,500. The HEAP statute mandates that 50 percent of the awarded funds must be contractually obligated by January 1, 2020 and 100 percent of the funds must be expended by June 30, 2021. Administrative costs are limited to five percent and overhead costs and planning activities cannot be classified as administrative costs.

Eligible program uses include, but are not limited to, homelessness prevention activities, criminal justice diversion programs for homeless individuals with mental health needs, establishing or expanding services meeting the needs of homeless youth or youth at risk of homelessness and emergency aid. The program is designed to be broad, but all activities must benefit the target population. Funding is anticipated to be available from the State through at least two rounds of funding cycles, the first is September 5, 2018, and the second is February 15, 2019.

Declaration of a shelter crisis is required for all cities and counties within a CoC that wish to receive HEAP funds. Counties may declare a shelter crisis only for the unincorporated areas of the county. CoC's must demonstrate that a local collaborative effort has been conducted via a public process prior to an application

submission. The HEAP program requires that a minimum investment of five percent of all awards be set aside for emergency assistance for homeless youth.

FINANCIAL IMPACT:

The cost of preparing the staff report is included in the County Administrative Office's FY2018/19 Adopted Budget. There is no additional cost to the County General Fund associated with declaring the shelter crisis. The actual HEAP funding estimated allocation for the Housing First Solano Continuum of Care per the State Budget Act and new legislation is \$4.9 million for the four year period of 2018 through 2021.

DISCUSSION:

The Continuum of Care (CoC) Program is a Housing and Urban Development (HUD) program designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness. In Solano County, Housing First Solano CoC is the regional planning body of representative stakeholders that coordinates the community's policies, strategies and activities toward preventing and ending homelessness. Housing First Solano CoC is the Administrative Entity based on new legislation passed in FY2018/19 for HEAP funding and will need to submit the HEAP applications. Housing First Solano CoC includes representatives from cities, the County and nonprofit community providers of services and receives operational and administrative staff support from HomeBase through Community Services Block Grant and a Continuum of Care planning grant funding.

Housing First Solano CoC must develop and conduct a local collaborative grant application process to determine how HEAP funds will be utilized in the CoC and demonstrate coordination with and among stakeholders including homeless service and housing providers, law enforcement, cities, and homeless advocates whose general service are falls within the CoC. The CoC may make sub-awards to entities it determines are qualified to carry out the eligible activities and operate within areas with approved shelter crisis status.

ALTERNATIVES:

The Board could choose not to declare a shelter crisis. Without the shelter crisis declaration, the County will be ineligible to participate in HEAP and cities wishing to partner with the County on an activity will also be ineligible to participate.

OTHER AGENCY INVOLVEMENT:

The California State Association of Counties (CSAC) provided information related to HEAP and County Counsel approved the resolution as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018- _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
DECLARING A SHELTER CRISIS PURSUANT TO SB 850
(Chapter 48, Statutes of 2018 and Government Code § 8698.2)**

Whereas, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

Whereas, the Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018); and

Whereas, the Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2; and

Whereas, Solano County has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

Whereas, Solano County finds that 1,232 persons within Solano County are homeless and 74% of those individuals are living without shelter; and

Whereas, Solano County finds that the number of homeless is significant, and these persons are without the ability to obtain shelter; and

WHEREAS, Solano County finds that the health and safety of unsheltered persons in the County is threatened by a lack of shelter; and

Whereas, Solano County affirms the County's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities.

Resolved, the Solano County Board of Supervisors finds a shelter crisis pursuant to Government Code section 8698.2 exists in Solano County and authorizes the County's participation in the Homeless Emergency Aid Program.

Resolved, the County Administrator is directed to develop minimum health and safety standards, as authorized by Government Code section 8698.1, that would allow for emergency outdoor shelters for homeless people on County-owned property.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on August 28, 2018 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

JOHN M. VASQUEZ, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	18-488	Contact:	Marc Fox, 784-2552
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt a resolution amending the Alphabetical Listing of Classes and Salaries deleting unused classifications within bargaining Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services), Unit 8 (General Services Supervisors), Unit 9 (Clerical), Unit 87 (Extra Help Regulatory, Technical and General Services), Unit 89 (Extra Help Clerical), and Unit 19 (Senior and Executive Management)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends the Board adopt a resolution amending the Alphabetical Listing of Classes and Salaries deleting unused classifications within bargaining Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services), Unit 8 (General Services Supervisors), Unit 9 (Clerical), Unit 87 (Extra Help Regulatory, Technical and General Services), Unit 89 (Extra Help Clerical), and Unit 19 (Senior and Executive Management).

SUMMARY:

Changes to the County's organizational structure over time has resulted in the County classification system including a number of classifications which are unused, have zero allocated positions, and for which there is not an anticipated future need for the classification. The proposed resolution removes the unused classifications from bargaining Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services), Unit 8 (General Services Supervisors), Unit 9 (Clerical), Unit 87 (Extra Help Regulatory, Technical and General Services), Unit 89 (Extra Help Clerical) and Unit 19 (Senior and Executive Management) from the Alphabetical Listing of Classes and Salaries. Additionally, the Board of Supervisors amended the Alphabetical Listing of Classes and Salaries by removing the unused classifications which reside in bargaining Unit 19 (Senior and Executive Management) in December 2017 and in May 2018 the unused classifications which reside in bargaining Unit 6 (Health and Social Services Supervisors), Unit 10 (Skilled Craft and Service Maintenance), Unit 16 (Mid-Management), and Unit 17 (Law Enforcement Management).

FINANCIAL IMPACT:

There is no financial impact as there are no allocated positions within these unused classifications. The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2018/19 Adopted Budget.

DISCUSSION:

Over time, the County's organizational structure has changed, resulting in new classifications having been added to the County's inventory of classifications; however, the Human Resources Department had not previously sought to eliminate unused classifications. The proposed action cleans-up the County's inventory of classifications by removing those unused classifications which are unrepresented and those unused classifications in which the meet and confer process has concluded. In December 2017, the Board of Supervisors took the same action by removing the unused classifications which are represented by Unit 19 (Senior and Executive Management). In May 2018, the Board of Supervisors took the same action by removing the unused classifications which are represented by Unit 6 (Health and Social Services Supervisors), Unit 10 (Skilled Craft and Service Maintenance), Unit 16 (Mid-Management) and Unit 17 (Law Enforcement Management).

In preparing the listing of unused classifications, the Human Resources Department consulted with all departments, receiving confirmation that the identified classification had no future anticipated use. The Human Resources Department sought clarification from departments on any identified classification that the respective department identified a potential future use and consulted with the County Administrator. Only those classifications which presently have no allocation positions and for which there is not an anticipated future need are on the attached resolution for removal from the County's Alphabetical Listing of Classes and Salaries.

On April 3, 2018, the authorized representatives of the SEIU-represented bargaining units were notified of the proposal to remove the unused classifications. The County concluded meeting with SEIU on June 15, 2018. On June 6, 2018, the authorized representative for Unit 19 was notified of the proposal to remove the unused classification and the County received no request from the union to meet.

On August 8, 2018, the Civil Service Commission removed from the classification plan those unused classifications which are within the classified service.

ALTERNATIVES:

The Board of Supervisors could opt to maintain the existing Alphabetical Listing of Classes and Salaries; however, this option is not recommended as the listing includes those classifications in which there is no reasonable expectation of future use. Additionally, removal of unused classifications eliminates any request for reclassification to a classification that is no longer appropriate under the existing organizational structure.

OTHER AGENCY INVOLVEMENT:

The Human Resources Department consulted with County departments to confirm that departments did not have a future anticipated need for any of the identified classifications. The Human Resources Department also noticed the exclusive representatives for positions within each impacted bargaining unit and the Human Resources Department met and conferred with representatives from SEIU, which represents bargaining units 2, 5, 7, 8, 9, 87 and 89.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018 - ____

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

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

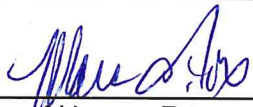
Whereas, the Alphabetical Listing of Classes and Salaries requires modification from time to time.

Resolved, that the Solano County Board of Supervisors authorize the Director of Human Resources to make any technical corrections if needed;

Further resolved, that the Solano County Board of Supervisors amends the Solano County Alphabetical Listing of Classes and Salaries as follows:

OT	Class#	Class Title	EER	Grade	Monthly Salary Range
09	334040	Clinical Nurse Specialist	02	P16	— 6836.46 to 8342.57
09	534040	Correction Hlth Care Nurse (Sr)	02	15B	— 7036.62 to 8553.06
09	533020	Correctional Health Care Nurse	02	P14	— 6167.23 to 7496.31
09	534030	Nurse Care Specialist	02	14B	— 6405.90 to 7786.41
09	333070	Nurse Practitioner	02	17A	— 7926.90 to 9635.20
09	432010	Crisis Worker	05	005	— 3623.56 to 4404.45
09	343040	Dep Public Guardian	05	006	— 5189.32 to 6307.66
09	432020	Mental Health Aide	05	011	— 3224.86 to 3919.84
09	743010	Protective Svcs Intake Screenr	05	018	— 3419.30 to 4156.16
09	433290	Psychiatric Technician	05	041	— 5209.40 to 6332.05
09	432040	Psychiatric Technician (Entry)	05	040	— 4735.81 to 5756.41
09	433170	Substance Abuse Prev Specialist	05	023	— 5158.58 to 6352.47
09	434020	Crisis Specialist (Spvsing)	06	005	— 5123.73 to 6227.94
09	324010	Ag Biologist (Senior)	07	098	— 4763.02 to 5789.50
09	403110	Appraiser Technician	07	P09	— 4395.27 to 5342.48
09	373040	Architect Proj Coord (Asstnt)	07	P11	— 5077.61 to 6171.87
09	373030	Architectural Proj Coordinator	07	P15	— 6515.39 to 7919.50
09	373020	Associate County Architect	07	P19	— 8169.01 to 9929.48
09	304020	Auditor Appraiser (Senior)	07	P14	— 6167.23 to 7496.31
09	574010	Building Permits Tech (Senior)	07	162	— 5635.48 to 6849.96
09	433040	Clinical Lab Scientist	07	P13	— 5791.20 to 7039.23
09	683030	Community Relations Coord	07	P15	— 6515.39 to 7919.50
09	683020	Cooperative Extension Asst	07	A07	— 3917.31 to 4809.44
09	435080	Dental Hygienist (Registered)	07	177	— 4901.68 to 5958.02
09	403100	Elections Mapping Technician	07	P09	— 4395.27 to 5342.48
09	783170	Facilities Coordinator	07	P10	— 4736.39 to 5757.11
09	353070	FARM Coordinator	07	170	— 7215.67 to 8770.70
09	413370	Forensic Laboratory Technician	07	174	— 4282.13 to 5204.96
09	633030	Health Education Assistant	07	P08	— 4085.30 to 4965.71
09	475030	Projects and Svcs Coordinator	07	P18	— 7646.77 to 9294.69
09	434040	Public Hlth Lab Technician Sr)	07	P10	— 4736.39 to 5757.11

09	433080	Radiologic Technologist	07	P09	— 4395.27 to 5342.48
09	403120	Real Estate Agent	07	P15	— 6515.39 to 7919.50
09	353030	Transportation Planner	07	P13	— 5791.20 to 7039.23
09	444020	Veterans' Benefits Couns (Sr)	07	P10	— 4736.39 to 5757.11
09	325010	Ag Biologist (Spvsing)	08	035	— 5208.77 to 6331.30
09	684010	Cook (Spvsing)	08	P08	— 4085.30 to 4965.71
09	335030	Corr Hlth Care Nurse (Spvsing)	08	P17	— 7211.51 to 8765.64
09	323020	District Agric Biologist	08	012	— 4988.99 to 6064.16
09	984010	Duplicating Services Spvsr	08	P09	— 4395.27 to 5342.48
09	485020	Election Program Supervisor	08	A12	— 4621.91 to 5674.45
09	875020	Energy Program Coordinator	08	P16	— 6863.46 to 8342.57
09	483090	Micrographics/Imaging Tech	09	A04	— 3325.50 to 4082.83
09	484030	Micrographics/Imaging Tech (Sr)	09	A06	— 3776.41 to 4636.44
05	142010	Asst Family Violence Prev Coor	19	006	— 5220.56 to 6345.62
03	31101X	Legal Intern (EH)	87	003	— 12.748236 per hour
03	92303X	License Inspector (EH)	87	004	— 13.327527 per hour
03	92402X	License Inspector (Lead) (EH)	87	002	— 14.482791 per hour
09	68101X	Cooperative Ext Asst Tr (EH)	89	001	— 11.033360 per hour
03	74303X	ILP Administrative Asst (EH)	89	003	— 15.937162 per hour
03	41315X	Law Clerk (EH)	89	004	— 20.045850 per hour
09	70101X	Tax Collections Aide (EH)	89	005	— 11.952876 per hour



 Director of Human Resources

August 6, 2018

 Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting August 28, 2018, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

 JOHN M. VASQUEZ, Chair
 Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
 Solano County Board of Supervisors

By: _____
 Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Consent Calendar
Type:	Policy	Department:	Human Resources
File #:	18-590	Contact:	Marc Fox, 784-2552
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt the County's Mobileworker, Teleworking and Hoteling Policy, as amended, to address revisions to the Internal Revenue Service Publication 1075		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Revised Policy (Redlined), B - Revised Policy (Final)		

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

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends that the Board of Supervisors adopt the County's Mobileworker, Teleworking and Hoteling Policy, as amended, to address revisions to the Internal Revenue Service Publication 1075.

SUMMARY:

The Board of Supervisors adopted the Mobileworker, Teleworking and Hoteling Policy on April 26, 2016. Since that time, revisions to the Internal Revenue Service Publication 1075 have been adopted, necessitating the need to amend this policy, to ensure compliance with State and federal requirements. The amendments primarily address those positions that have access to Federal Tax Information (FTI).

FINANCIAL IMPACT:

There is a de minimus fiscal impact. There may be cost associated with supervisory time to conduct a site visit inspection of an employee's alternate worksite for those who have access to FTI.

DISCUSSION:

The Board of Supervisors adopted the Mobileworker, Teleworking and Hoteling Policy on April 26, 2016. This was made possible due to the advances in technology which includes secure data transfer software that safeguards electronic transmissions of information within the County and other agencies. The policy allows for flexibility in employee work locations, where suitable, based on the type of work to be performed, while reducing costs, maintaining or enhancing County service and productivity level.

The recent adopted revisions to the Internal Revenue Service (IRS) Publication 1075 necessitate the need to amend this policy. The IRS Publication 1075 Tax Information Security Guidelines for federal, state and local

agencies provides guidance to ensure the policies, practices, controls and safeguards employed by recipient agencies, agents or contractors adequately protect the confidentiality of citizens' Federal Tax Information (FTI). FTI consists of federal tax returns and information derived from it; it may include Personally Identifiable Information (PII) (e.g., social security numbers, bank account numbers, date and place of birth, name of a person with respect to whom a return is filed, taxpayer mailing address, taxpayer identification number, etc.) For employees who have access to FTI, and who are approved to work on alternate worksite or home office location (e.g., teleworking, hoteling), the IRS Publication 1075 imposes an inspection requirement to safeguard against improper FTI mishandling, including but not limited to secure equipment, proper documents handling and storage, FTI transit, security-access control devices and County-approved software.

The proposed amendments to the policy includes communicating the requirement of site visit inspections of an employee's alternate worksite for those who have access to FTI; outlining County expectations from employees to safeguard FTI and other PII; identifying security best practices; and establishing the alternate worksite inspection checklist.

ALTERNATIVES:

The Board of Supervisors could choose to not to approve the proposed policy; however, staff does not recommend this alternative as the amendments to the policy reflect State and federal requirements outlined in the adopted Internal Revenue Service Publication 1075.

OTHER AGENCY INVOLVEMENT:

Notification of, and an opportunity, to meet on the proposed changes to the policy was provided to all bargaining unit representatives. One bargaining group requested to meet, but mainly for further clarification and request for further review of verbiage to comply with departmental practices and the Department of Information Technology policies. There were no substantive changes made to the policy, after the completion of the meet-and-confer process.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

C-21 MOBILEWORKER, TELEWORKING AND HOTELING POLICY



Inception Date: 04/26/2016

Last Revision Date: ~~May 2018~~ **NEW 08/28/2018**

By: Human Resources

Page: 1 of 11

21.1.0 PURPOSE

- 21.1.1 To allow for flexibility in employee work locations while reducing costs, maintaining or enhancing County service and productivity levels.
- 21.1.2 Advances in technology have made it possible for employees to access information, manage files and complete transactions remotely, which makes it possible for County managers and employees to work in ways they never could before. As financial pressures continue to challenge our ability to provide services, the County must explore all opportunities to improve efficiency and productivity. Further, creating a County workforce capable of working from remote or alternative locations will make the County better prepared to continue delivering services if an emergency requires staff to perform duties at alternative sites.

21.2.0 POLICY

- 21.2.1 The Board of Supervisors authorizes teleworking programs to be implemented in County departments when operations or business necessity permits. When authorized, a County employee may participate in a teleworking program and shall comply with all County and department policies, ordinances, practices, work assignments and instructions as directed by the Appointing Authority.
- 21.2.2 Management Retains the Right to Determine Eligibility for Teleworking
- A. Not all positions/classifications are suitable for a Teleworking Program. The determination of an employee's ability to Telework is exclusively at the County's discretion. Teleworking is not an employee right, but rather, is available to those employees who work in positions wherein the County has determined it is beneficial and/or consistent with operational business needs. Teleworking does not change the basic terms and conditions of employment with the County.
- 21.2.3 Teleworking may be modified or revoked by the County at any time. Whenever practical, the County shall give five (5) calendar days' notice when revoking or modifying a telework arrangement.
- 21.2.4 An employee who is authorized for telework shall use his/her working hours to perform County work. Teleworking arrangements do not substitute for dependent care or the use of any leave accruals. Employees shall ensure dependent care requirements are addressed and arrangements are in place so as not to interfere with the employee's work.
- 21.2.5 Work done on behalf of the County at the telework site is considered official County business. Products, documents and records used by/or developed while teleworking shall remain the property of the department and the County and are subject to department and County rules regarding confidentiality, disclosure, and records retention requirements.

**C-21 MOBILEWORKER,
TELEWORKING AND
HOTELING POLICY**



Inception Date: 04/26/2016

Last Revision Date: May 2018NEW08/28/2018

By: Human Resources

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- 21.2.6 Non-FLSA exempt (hourly) employees are required to perform work duties within an established schedule and shall adhere to scheduled rest and meal breaks. An employee authorized to telework may not alter his/her work schedule or work additional hours beyond his/her authorized hours without prior written authorization. FLSA exempt employees may be required to work core hours, as directed by the Appointing Authority.
- 21.2.7 Teleworking which occurs at the employee's home may increase the employee's home utility costs. The employee is responsible for any additional telecommunications or connectivity charges resulting from the teleworking arrangement. The County assumes no responsibility for any operational costs or liability associated with the employee's home residence, including home maintenance, personal office equipment or office furniture, insurance, or utilities.
- 21.2.8 An employee who teleworks shall not bring clients, customers, vendors or other persons into his/her home to conduct County business.
- 21.2.9 An employee authorized to telework on a regular or recurring basis or on a situational basis may be required to come to the County worksite on short notice. The employee shall be provided reasonable notice to return to the office. Such a requirement does not constitute call-back pay. The County shall not reimburse a teleworking employee for mileage when an employee is required to report to the County worksite.
- 21.2.10 Use of sick leave, vacation, compensatory time off (CTO), administrative leave or other absences from work, must be approved in advance and in accordance with department and County policy.

21.3.0 DEFINITIONS

- A. "Appointing Authority" Department Head (or designee).
- B. "Eligible" Refers to the individual employee and the ability for him/her to be considered for a teleworking agreement. (Independent contractors are not eligible for telework).
- C. "Hoteling" When an employee uses a County work space not designated exclusively for his/~~or~~-her own use. Hoteling may be appropriate for an employee who is assigned to work in the field, and who does not have a regular work space assigned to him/her.
- D. "Inspection" Refers to the process whereby a telework alternate worksite or home office location is inspected to determine if Federal Tax Information (FTI) is securely maintained in accordance with State or Federal standards.
- D-E. "Suitable" Refers to the classification and/or position and/or whether or not the work is well suited for consideration of telework or hoteling.

C-21 MOBILEWORKER, TELEWORKING AND HOTELING POLICY



Inception Date: 04/26/2016

Last Revision Date: ~~May 2018~~ **NEW 08/28/2018**

By: Human Resources

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E.F. "Telework" An arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternative non-County worksite. Teleworking is generally divided into three types:

1. "Regular Telework" telework occurs as part of an ongoing or regular schedule; or
2. "Situational Telework" telework that is approved on a case-by-case basis, where the hours worked were NOT part of a previously approved, ongoing and regular telework schedule; or:
3. "Emergency Telework" telework that occurs during emergencies only. This may include inclement weather, natural disasters, continuity of government and similar situations.

21.4.0 COUNTY EQUIPMENT

- 21.4.1 Solano County may, at its discretion, provide teleworking equipment such as a computer, laptop, tablet, cell phone, printer or supplies. Any equipment/supplies provided by the County will remain the property of the County and will be returned to the County upon request. An employee shall promptly report any malfunction of County equipment which may interrupt his/her ability to complete work duties.
- 21.4.2 Employees using County-provided teleworking equipment must be able to independently transport and set-up the equipment at their telework site.
- 21.4.3 All County policies and procedures and departmental policies and procedures involving County equipment apply to employees using County equipment at the telework or hoteling worksite.
- 21.4.4 The County will provide for repairs to County equipment through an authorized vendor.
- 21.4.5 An employee may be subject to disciplinary action for damage caused by negligence, intentional damage or damage resulting from a power surge if no surge protector is used, or as a result of other negligent action.

21.5.0 COMPUTER SECURITY

- 21.5.1 The Department of Information Technology (DoIT) shall maintain a list of resources, required security guidelines, and a self-assessment checklist for employees to use to help secure their home computer. It is expected that teleworker or mobile worker access to County applications will utilize Citrix. Requests for VPN connectivity will be reviewed by DoIT on a case-by-case basis and may not be approved.

21.5.2 An employee authorized to telework who uses his/her personal computer is responsible for following all security guidelines including data encryption and password

C-21 MOBILEWORKER, TELEWORKING AND HOTELING POLICY



Inception Date: 04/26/2016

Last Revision Date: ~~May 2018~~ **NEW 08/28/2018**

By: Human Resources

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policies, and, ensuring software and applications are currently updated with security patches, maintaining a personal firewall and updated anti-virus and anti-spyware programs, and keeping their operating system configured securely.

21.5.3 County records saved on an employee's individual computer may subject an employee to records release and search laws. - As such, County employees shall not save any County records on personal computers or transmit County records via personal email accounts.

Employees are required to ensure the integrity and confidentiality of all information and take steps to ensure County, confidential, Federal Tax Information (FTI) or other Personal Identifying Information (PII) is not viewed or available to non-County employees. Only employees are allowed to access to confidential information in County accessible data base applications. It is an expectation that all employees will assume the responsibility of reviewing the policy with the members of their household to ensure that the security of the data is maintained.

21.5.4

Employees must follow security best practices, including the following basic privacy controls:

A. Employees are required to ensure that all sensitive/confidential information in hardcopy or electronic form is secured in their work area at the end of the day and when they are expected to be gone for an extended period. Hard copy materials are secured when they are locked in a storage area (such as a desk or file cabinet) and locked in a room.

B. Computer workstations must be locked when workspace is unoccupied.

A.C. All computers, electronic media and removable media containing FTI, including non-agency-owned/personally-owned devices (e.g., desktop, laptop, smart phone, tablet equipment, etc.), must adhere to the County's policy for the security of alternative work sites. This includes but not limited to: adhering to the requirements for maintenance and data back-up (e.g., shutting down computer) and not leaving device(s) unprotected or unsecured at any time (e.g., absences while employees are away from the device).

D. Any Restricted or Sensitive information, including FTI or PII, must be removed from the desk and locked in a drawer when the desk is unoccupied and at the end of the work day.

E. File cabinets containing Restricted or Sensitive information, including FTI or PII, must be kept closed and locked when not in use or when not attended.

F. Keys used for access to Restricted or Sensitive information must not be left at an unattended desk.

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G. Passwords may not be left on sticky notes posted on or under a computer, nor may they be left written down in an accessible location.

H. Whiteboards containing Restricted and/or Sensitive information should not be visible to passersby and must be erased when unattended.

I. Lock away portable computing devices such as laptops and tablets.

J. Treat mass storage devices such as CD-ROM, DVD or USB drives as sensitive and secure them in a locked drawer.

K. Employees shall not print FTI information, unless s/he/she can do so in a secured fashion in compliance with Internal Revenue Code Service (IRS) Publication 1075 guidelines.—

L. Hard copy documents containing FTI information which are to be discarded shall be shredded in accordance with ~~IRC~~IRS Publication 1075 guidelines.

21.5.5 Any time Federal Tax Information (FTI) is transported from one location to another, care must be taken to provide appropriate safeguards. When FTI is hand-carried by an individual in connection with a trip or in the course of daily activities, it must be kept with that individual and protected from unauthorized disclosures. All computers and mobile devices that contain FTI and reside at an alternate work site must employ encryption mechanisms to ensure that FTI may not be accessed if the computer is lost or stolen. The department will utilize Mobile Device Management security software to monitor, manage and secure employees' mobile devices.

21.5.6 Employees who have access to ~~Federal Tax Information~~ shall be required to undergo periodic home inspections during normal working hours to ensure the security of the FTI. Such home inspections shall be documented, including diagrams or pictures of location, and may be unannounced. Home inspections shall be conducted in accordance with ~~IRSG~~ Publication 1075 guidelines, or as necessary, to address potential security violation. Results of home inspections shall be documented and maintained by the department performing the home inspection.

21.6.0 WORKPLACE SAFETY

21.6.1 The Department of Human Resources, Risk Management Division, shall provide a Safety Checklist for employees to use when teleworking to help ensure a safe and productive work environment. (See Attachment A)

21.6.2 An employee authorized to telework shall be responsible for following all guidelines provided in the Safety Checklist.

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21.7.0 TELEWORKING AGREEMENT

21.7.1 An employee who is authorized to telework must complete a MobileWorker, Teleworking and Hoteling Agreement form, Attachment B, and if approved by the Appointing Authority, the MobileWorker, Teleworking and Hoteling Agreement Teleworking Agreement form will be signed. The MobileWorker, Teleworking and Hoteling Agreement Teleworking Agreement details the expectations of the employee authorized to Telework, including, but not limited to:

- A. Productivity standards;
- B. Employee responsibilities for adherence to all laws, rules, policies, procedures, regulations;
- C. Schedule and timekeeping requirements;
- D. Compliance and security requirements for equipment, sensitive or confidential data;
- E. A listing of equipment provided to employee, its proper use and maintenance of County equipment;
- F. Reporting of injuries and other required safety measures;
- G. Acknowledging that the teleworking arrangement can be terminated or modified by the County at any time;
- H. Verification that County Information and Technology Security Standards are met; and
- I. Verification that the County's Safety guidelines provided in the Safety Checklist, Attachment A, are met and adhered to.

21.8.0 CRITERIA FOR HOTELING

21.8.1 The Appointing Authority or designee who wishes to participate in hoteling between an alternate County facility(ies) must demonstrate the type of work is suitable to an employee working between varying County facilities and that there is sufficient workspace and necessary equipment available at the alternate County facility(ies) to perform the duties of the position.

- A. The work can be performed from a remote or alternative County location;
- B. The work can be performed without negatively impacting service delivery;
- C. Supervisors and managers are trained to handle work situations arising from supervising remote workers;

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- D. There is a clear way to measure the work the employee completes;
- E. The alternate work site is suitable for the type of work to be performed;
- F. Sensitive and/or confidential data is reasonably protected and not placed at a higher risk because of the telework arrangement; and
- G. The Department has the ability to provide the necessary tools and equipment to the employee which are necessary for the employee to be able to perform the work.

21.8.2 An employee's participation in a hoteling work arrangement, where s/he/she is not assigned to a designated work station, is not necessarily voluntary.

21.9.0 GENERAL TELEWORK REQUIREMENTS

21.9.1 Employees wishing to telework must:

- A. Have passed an initial probationary period;
- B. 1) Not be under investigation,-
~~B.~~
 - 2) not have been subject to pending or final disciplinary or corrective action within the past three years, and
 - 3) must not be on a performance improvement plan.
- C. Possess the knowledge to be able to perform the assigned work duties without direct supervision; and
- D. Be self-directed, have the ability to prioritize, and have a history of reliable and responsible discharge of work duties.

21.9.2 The following types of tasks/duties are generally not suitable for regular telework:

- A. Jobs that require frequent face-to-face customer, co-worker/stakeholder contact, which occur at specific County office locations;
- B. Law enforcement;
- C. Jobs that require specialized equipment;
- D. Jobs that require highly confidential work that cannot be adequately secured working offsite;
- E. Jobs that focus on maintaining County facilities or equipment; and

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- F. Jobs that require resources located at the employee's primary work location and are of such a nature that they can't easily be removed or taken home as they will negatively impact operations.

21.10.0 CRITERIA FOR REGULAR TELEWORK

21.10.1 The County Department Head shall determine if ~~s/he~~/she wishes to establish a teleworking arrangement in his/her Department. Prior to establishing a telework program, ~~s/he~~/she must demonstrate:

- A. The work can be performed from a remote or alternative non-County location;
- B. The work can be performed without negatively impacting service delivery;
- C. Supervisors and managers are trained to handle work situations arising from supervising remote workers;
- D. There is a clear way to measure the work the employee completes;
- E. The alternate work site is suitable for the type of work to be performed;
- F. Sensitive and/or confidential data is reasonably protected and not placed at a higher risk because of the telework arrangement; and complies with the security requirements of IRS Publication 1075, including worksite inspections; and;
- G. The Department has the ability to provide the necessary tools and equipment to the employee which are necessary for the employee to be able to perform the work.

21.11.0 CRITERIA FOR SITUATIONAL TELEWORK

21.11.1 The Appointing Authority may establish the advance notice requirements for authorizing situational telework. Generally speaking, sufficient notice should be provided to ensure the employee understands the outcomes/work product ~~s/he~~/she is responsible for completing during the period of the situational telework. Further, the Appointing Authority must be able to establish the employee has the necessary equipment and tools to complete his/her assignment(s) and communication protocols have been established for checking back with his/her supervisor and or customers, as necessary.

21.12.0 CRITERIA FOR EMERGENCY TELEWORK

21.12.1 Emergency telework is infrequent or rare and approval is limited. The Appointing Authority or designee may authorize emergency telework for inclement weather when circumstances warrant only if the employee has access to his/her work via the necessary tools (such as through VPN or Citrix) to be able to perform meaningful work. For all other

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circumstances of emergency work, the criteria shall be established by the County Administrator or designee.

21.13.0 PROCEDURE FOR TELEWORK

21.13.1 No employee may telework without written approval of the Appointing Authority or his/her designee.

21.13.2 A regular MobileWorker, Teleworking and Hoteling Agreement, Attachment B, may be initiated by the County or by an employee; however, no employee shall be forced to work from his/her home on a regular or recurring basis. Hoteling, situational or emergency teleworking arrangements may be initiated by the County or by the employee. Emergency teleworking for inclement weather may be authorized by the appointing authority; however, emergency teleworking for natural disasters, continuity of government or other similar situations, shall be authorized at the discretion of the County Administrator or designee.

21.13.3 A MobileWorker, Teleworking and Hoteling ~~Teleworking~~ Agreement, Attachment B, must be signed for regular or situational telework or hoteling.

21.13.4 When emergency teleworking is approved, written authorization detailing the dates of the approval of emergency telework and clear expectations must be communicated to the employee.

21.13.5 Home office

- A. Employee shall review and complete a Safety Checklist, Attachment A, to help ensure a safe and productive work environment. Upon completion, employee should send a signed -authorization ~~nn~~ and MobileWorker, Teleworking and Hoteling ~~Teleworking~~ Agreement to Human Resources and a copy shall be placed in the employee's personnel file.

21.14.0 MANAGEMENT RESPONSIBILITIES

21.14.1 Determine positions appropriate for telework or hoteling.

21.14.2 Approve performance standards and expectations for an employee authorized to telework or hotel at other County work locations.

21.14.3 Ensure adherence to work standards and County or department policies, procedures, work rules, and laws and regulations.

21.14.4 Maintain efficient and effective work operations and ensure that authorized telework agreements do not interfere, disrupt or have any negative effects or consequences to County operations.

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21.14.5 Ensure supervisors and managers are provided opportunities and are trained to sufficiently supervise an employee authorized to telework remotely from their primary work location.

21.14.6 Ensure adequate resources are provided to an employee authorized to telework.

21.14.7 Determine which positions are appropriate for hoteling and how to best allocate space.

21.15.0 SUPERVISOR RESPONSIBILITIES

21.15.1 Appropriately assess an employee's readiness and ability to telework or hotel.

21.15.2 Review requests for teleworking and outline performance expectations.

21.15.3 Monitor the work environment for, and report to management, any negative effects or consequences resulting from approved telework agreements.

21.15.4 Establish performance standards and expectations for an employee authorized for telework.

21.15.5 Provide effective means of communication to teleworking employee.

21.15.6 Ensure adherence to work standards and County or department policies, procedures, work rules, and laws and regulations.

21.15.7 Maintain efficient and effective work operations and ensure that authorized telework agreements do not interfere, disrupt or have any negative effects or consequences to County operations.

21.15.8 Establish and maintain appropriate methods of communication.

21.16.0 EMPLOYEE RESPONSIBILITIES

21.16.1 Sign and adhere to County MobileWorker, Teleworking and Hoteling Teleworking Agreement, Attachment B.

21.16.2 Secure computer systems in accordance with County guidelines of County records so that confidentiality is maintained.

21.16.3 Secure and arrange work space to protect confidentiality of County records and to maintain a safe work environment.

21.16.4 Make appropriate childcare or other dependent care arrangements to ensure distractions do not exist to interfere with performing County duties.

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21.16.5 Adhere to all County policies, rules and procedures.

21.16.6 Update and maintain correct contact information.

21.16.7 Successfully meet County performance standards.

21.16.8 Properly store and maintain County issued equipment.

21.17.0 REFERENCES

~~Other policies, attachments~~ [Attachment A – Safety Checklist](#)
[Attachment B – MobileWorker, Teleworking and Hoteling Agreement](#)
[Attachment C – Alternate Worksite Inspection Checklist](#)
[Information Technology Security Policy](#)
[Internal Revenue Code](#) ~~Service~~ Publication [1075](#)

21.18.0 AMENDMENTS

21.18.1 The Director of Human Resources, with concurrence of the County Administrator and County Counsel, is authorized to make amendments, except to Section 21.2, Policy.

SAFETY CHECKLIST



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The following checklist is recommended for use by each teleworker in organizing an alternate work site. The telecommuter should review this checklist with his/her supervisor prior to the start of telework, and they are encouraged to work together to ensure the safety of the alternate work site.

Work Site

<input type="checkbox"/>	Teleworker has a clearly defined work space that is kept clean and orderly.
<input type="checkbox"/>	The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.
<input type="checkbox"/>	Exits are free of obstructions.
<input type="checkbox"/>	Supplies and equipment (both departmental and employee-owned) are in good condition.
<input type="checkbox"/>	The area is well ventilated and heated.
<input type="checkbox"/>	Storage is organized to minimize risks of fire and spontaneous combustion.
<input type="checkbox"/>	All extension cords have grounding conductors.
<input type="checkbox"/>	Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
<input type="checkbox"/>	Electrical enclosures (switches, outlets, receptacles, junction boxes) have tight-fitting covers or plates.
<input type="checkbox"/>	Surge protectors are used for computers, fax machines, and printers.
<input type="checkbox"/>	Heavy items are securely placed on sturdy stands close to walls.
<input type="checkbox"/>	Computer components are kept out of direct sunlight and away from heaters.

SAFETY CHECKLIST



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Emergency Preparedness

<input type="checkbox"/>	Emergency phone numbers (hospital, fire department, police department) are posted at the alternate work site.
<input type="checkbox"/>	A first aid kit is easily accessible and replenished as needed.
<input type="checkbox"/>	Portable fire extinguishers are easily accessible and serviced as needed.
<input type="checkbox"/>	An earthquake preparedness kit is easily accessible and maintained in readiness.

Ergonomics

<input type="checkbox"/>	Desk, chair, computer, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body, in conformance with County guidelines.
<input type="checkbox"/>	"Office Ergonomic Tips" and "Video-Ergo-Setting up your Work Station" are available for easy reference on the Risk Management intranet site. Please visit: http://webstart/depts/hr/divisions/risk/ergonomics.asp

Work-Related Injuries/Illnesses

<input type="checkbox"/>	1) In case of a work-related injury, keep this number handy: Athens Nurse Triage: 844-332-5239 2) Call your supervisor to notify of the injury 3) Injured Worker Protocol is available at http://webstart/depts/hr/divisions/risk/workers_compensation/default.asp
<input type="checkbox"/>	<i>In the event of a life-threatening injury, call 911 immediately.</i>

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This Agreement specifies the conditions applicable to an arrangement for performing work at an approved alternate non-County workplace and incorporates herein, agreement to adhere to the all provisions specified in the County's Mobile-Worker, Teleworking and Hoteling policy. I understand that all obligations, responsibilities, terms and conditions of employment with the County remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement and within the County's Mobile Worker, Teleworking and Hoteling Policy. I understand this Agreement does not provide an ability to alter/modify my hours of work without prior written approval nor does it allow for overtime to be worked without advanced approval from my supervisor.

1. EMPLOYEE (Last Name, First, Middle Initial):	2. CLASSIFICATION:
3. DEPARTMENT:	4. SUPERVISOR (NAME/CONTACT):
5. REGULARLY ASSIGNED WORKSITE:	6. APPROVED ALTERNATE WORKSITE ADDRESS:
7. ALTERNATE WORKSITE OR CELL PHONE #:	8. APPROVED HOTELING WORKSITE:
9. TYPE OF TELEWORK ASSIGNMENT: <input type="checkbox"/> REGULAR AND RECURRING <input type="checkbox"/> SITUATIONAL Assignment:	10. TELEWORK ARRANGEMENT EFFECTIVE DATE: START: (MM/DD/YYYY) END: (MM/DD/YYYY)

11. TELEWORK ARRANGEMENT

Regular and Recurring Telework Schedule: _____ Number of Days per week or Pay Period

_____ Days of the Week (e.g. Mon, Wed, Fri)

12. CONTINUITY OF OPERATIONS DURING EMERGENCY SITUATIONS

All County employees are emergency/disaster workers and may be expected to telework in emergency/disaster situations pursuant to County Policy. Employees may be required to work from home during any 1) natural disaster, 2) a pandemic; or 3) when the regular worksite is closed or closed to the public due to natural or manmade emergency situations (e.g., earthquake, act of terrorism, etc.) Employees unable to work due to personal situations (e.g., illness or dependent care responsibilities), must take appropriate leave (e.g., annual or sick).

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<p>13. EQUIPMENT/SUPPLIES</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 30%; text-align: center;">County Assigned</th> <th style="width: 30%; text-align: center;">Personal</th> </tr> </thead> <tbody> <tr> <td>LAPTOP</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>DESKTOP</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>PDA</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>CELL PHONE</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>OTHER: _____</td> <td></td> <td></td> </tr> </tbody> </table>		County Assigned	Personal	LAPTOP	<input type="checkbox"/>	<input type="checkbox"/>	DESKTOP	<input type="checkbox"/>	<input type="checkbox"/>	PDA	<input type="checkbox"/>	<input type="checkbox"/>	CELL PHONE	<input type="checkbox"/>	<input type="checkbox"/>	OTHER: _____			<p>14. ACCESS:</p> <p><input type="checkbox"/> VPN</p> <p><input type="checkbox"/> CITRIX</p> <p><input type="checkbox"/> OTHER:</p>
	County Assigned	Personal																	
LAPTOP	<input type="checkbox"/>	<input type="checkbox"/>																	
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PDA	<input type="checkbox"/>	<input type="checkbox"/>																	
CELL PHONE	<input type="checkbox"/>	<input type="checkbox"/>																	
OTHER: _____																			
<p>15. DUTIES/EXPECTATIONS/PRODUCTIVITY STANDARDS:</p>																			
<p>16. COMMUNICATION EXPECTATIONS:</p> <p><input type="checkbox"/> Employee will return calls from the office within _____ minutes</p> <p><input type="checkbox"/> I agree to provide updated contact information (both personal and/or cell phone numbers) to my supervisor.</p> <p><input type="checkbox"/> Specify: back-up and emergency contacts plans, when and how often calls/emails/communication are to be returned, during what time frames, and how (phone, text, e-mail, Skype, fax, etc.).</p> <p>Other: _____</p>																			
<p>17. HOME INSPECTION ←NOT RECOMMENDED→ <u>EMPLOYEE ←REQUIRED FOR EMPLOYEES WITH ACCESS TO FTI→</u></p> <p style="text-align: center;">COMPLETED SELF SAFETY CHECKLIST, <u>ATTACHMENT A</u></p>																			
<p><u>17.18.</u> DAYCARE/DEPENDENT CARE:</p> <p><input type="checkbox"/> I have dependents, but I have arranged care either inside/outside of the home and verify that my dependent care responsibilities will be conducted by someone other than me when I am working and at work and will not interfere with my work responsibilities.</p> <p><input type="checkbox"/> I do not have dependents who reside in the home.</p>																			

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48.19. AGREEMENTS:

I agree with and understand the following:

- ☐ To remain accessible during designated work hours and understand that management retains the right to modify or revoke this Agreement on a temporary or permanent basis.
- ☐ To use County-owned records, and materials for purposes of County business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure.
- ☐ Use of County-owned equipment for incidental personal use, shall not interfere with the business use of the equipment.
- ☐ To report to the supervisor instances of loss, damage, or unauthorized access, use, destruction, loss, theft, or disclosure at the earliest opportunity.
- ☐ To return County equipment, records and materials within 5 calendar days of termination of this agreement.
- ☐ That all equipment, records and materials provided by the County shall remain the property of the County. Include an inventoried list of all County equipment to be used including serial numbers or other identifying characteristics (e.g., model numbers).
- ☐ It is important to maintain a safe and secure working environment.
- ☐ I am responsible for arranging the approved off-site workspace in an ergonomically sound manner and that I am able to request ergonomic assistance through my supervisor and/or chain of command.
- ☐ To report any work-related injuries to the supervisor at the earliest opportunity.
- ☐ To hold the County harmless for injury to others at the alternate workplace.
- ☐ My personal vehicle will not be used for County business unless authorized by the supervisor.
- ☐ Any costs and expenses arising from the conduct of County business in my personal home (e.g. electricity, heat, water, connectivity/computer related charges) is paid at the employee's expense.
- ☐ I will maintain ~~of~~ auto liability insurance in accordance with the County's policy.
- ☐ I am responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
- ☐ The County is not obligated to approve a proposal for a teleworking work agreement for any employee. The decision is at the sole discretion of my department head or designee.
- ☐ This agreement and work schedules are subject to ongoing review and may be subject to modification or termination at any time based on performance concerns or business needs.
- ☐ When practical, generally, a minimum of 5 days' notice will be given before ending or changing a teleworking arrangement.
- ☐ I am responsible for adhering to all State, Federal, e County and dDepartment rules, policies, regulations and laws.
- ☐ That I may have to come into the office on an assigned telework day.
- ☐ I am responsible for the cost to travel/commute to the office.
- ☐ I am responsible for maintaining county equipment/materials entrusted to my care.
- ☐ I have been trained and am aware of my responsibilities as it relates to FTI information, including the access to, storage and destruction of materials (for employees with access to FTI information only).
- ☐ County equipment and supplies will be used for County business purposes.
- ☐ I shall not bring clients, customers, vendors or other persons into my home to conduct County business.
- ☐ I understand I am subject to alternate worksite/home office inspections. (for employees with access to FTI information only)
- ☐ All documents, including emails, correspondence, memos etc., that employee sees, sends,

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receives, reviews etc., while working for the County belong solely and exclusively to the County. When employee separates employment with the County, employee is required to return all such emails, correspondence, memos etc., with the County. If employee fails to comply with this agreement, employee agrees that the County is entitled to entry of an injunction or specific performance or conversion order in a Court of competent jurisdiction requiring employee to return any such documents.

I hereby affirm by my signature that I have read this [Teleworking-MobileWorker, Teleworking and Hoteling](#) Agreement, and understand, agree to, and will abide by all of its provisions.

Employee Print Name	Employee Signature	Date
---------------------	--------------------	------

Approved by:

Print Name	Department Head/Designee Signature	Date
------------	------------------------------------	------

Rescinded by:

Print Name	Department Head/Designee Signature	Date
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ALTERNATE WORKSITE INSPECTION CHECKLIST



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Prepared by: (Insert Name)

Date: (Insert Date Completed)

Employee Name:

Alternate Worksite Address Inspected:

Photographs/Diagram: (Attach)

Equipment: Computer/Laptop: Personal _____ County issued: _____

Serial Number: _____

Printer: Personal _____ County issued: _____

Serial Number: _____

INSTRUCTIONS

Agencies are required to conduct home inspections as part of their compliance with Internal Revenue Service Publication 1075. The following serves as a County internal inspection checklist to identify security procedures and federal security implementation for protecting Federal Tax Information (FTI). Please attach diagram and photographs of alternate worksite inspected. Attach inspection checklist (see policy C-21 MobileWorker, Teleworking and Hoteling Policy).

		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
I	Record Keeping Requirements (Publication 1075 section 3.0) Internal Revenue Code (IRC) Section 6103(p)(4)(A)	Section 3.0		
	Objective: To ascertain that adequate policies, procedures, and systems are in place to identify, store, protect, and track FTI from receipt to destruction.			

ALTERNATE WORKSITE INSPECTION CHECKLIST



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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	A. Is the paper FTI recorded/tracked in accordance with Pub 1075?	Section 3.2		
	B. Is the electronic FTI recorded/tracked in accordance with Pub 1075?	Section 3.2		
	C. Does the agency retain the FTI logs in accordance with Pub 1075?	Exhibit 9		
II	Secure Storage (Publication 1075 section 4.0) IRC Section 6103(p)(4)(B)	Section 4.0		
	Objective: To ascertain adequate security of the building or section of building where the FTI is located.			
	A. Does the physical security provide two barriers to prevent unauthorized access to FTI? (in accordance with Pub 1075 requirements for Minimum Protection Standards (MPS))	Section 4.2		
	B. Does the agency follow the requirements for client access logs in accordance with Pub 1075 for areas containing FTI? Are client logs closed and reviewed at least monthly in accordance with Pub 1075?	Section 4.3		
	C. Are non-AAL clients escorted in accordance with Pub 1075?	Section 4.3.1		
	D. Review physical security and key/combination/electronic controls and verify they are in accordance with Pub 1075.	Section 4.3.3		
	E. Are records on key/combination/electronic access cards maintained in accordance with Pub 1075?	Sections 4.3.2 4.3.4		

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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	F. Is FTI safeguarded in accordance with Pub 1075 when in transit (offsite storage, other offices, etc.)?	Sections 4.4 4.7		
	G. Is the FTI, sent to an offsite storage facility, protected from access by unauthorized individuals at all times? (If the answer is no, offsite storage facility must be reviewed.)	Section 4.6		
	H. Does the agency retain ownership and control of all hardware, software and end-point equipment receiving, storing, processing or transmitting FTI? If the answer is no, is the agency using Virtual Desktop Infrastructure (VDI)?	Sections 4.7.1 9.4.13		
III	Restricting Access (Publication 1075 section 5.0) IRC Section 6103(p)(4)(C)			
	Objective: To determine whether access to FTI is adequately controlled and restricted.			
	A. Is access to FTI restricted to only authorized personnel who have a need to know?	Section 5.1		
	B. Is all FTI clearly labeled "Federal Tax Information" in accordance with Pub 1075 (paper and electronic)?	Section 5.1		
	C. Is FTI commingled with other information? Can FTI within agency records be located and separated easily?	Sections 5.2 5.2.1 5.3		

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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	D. Is FTI disclosed to personnel outside of the agency (contractors, other agencies, etc.)? Are the disclosures tracked in accordance with Pub 1075? List personnel/offices (which FTI is disclosed).	Section 5.3		
	E. Are personnel following the agency policy for transmitting FTI via email? (policy in preliminary section)	Section 9.4.3		
	F. Are personnel following the agency policy for transmitting FTI via fax? (policy in preliminary section)	Section 9.4.4		
IV	Disposing Federal Taxpayer Information (Publication 1075 section 8.0) IRC Section 6103(p)(4)(F)	Section 8.0		
	Objective: To determine if FTI is disposed of properly.			
	A. Does the employee destroy paper FTI in accordance with Pub 1075?	Sections 8.3 8.4		
	B. Does the employee destroy electronic FTI in accordance with Pub 1075?	Sections 8.3 8.4		
	C. Does the employee sanitize physical media containing FTI before it leaves the physical or systemic control of the agency?	Section 8.3		
	D. Does the employee ensure FTI is not disclosed during disposal processes?	Section 8.4		
V	Computer System Security	Section 9.0		
	Objective: To determine if computer security requirements are met to adequately protect FTI.			

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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	A. Does the employee perform vulnerability assessments in accordance with Pub 1075?	Section 9.3.14.3		
	B. Does the agency require multi-factor authentication for remote access in accordance with Pub 1075?	Section 9.3.1.12 9.3.7.2 9.3.9.4 9.4.13		
	C. Does the agency encrypt FTI in the LAN in accordance with Pub 1075? Provide a description of how the FTI is encrypted.	Section 9.3.16.9 9.3.16.15		
	D. Does the agency follow the process for changes to information systems in accordance with Pub 1075?	Section 9.3.5.3		
	E. Does the agency manage their information accounts in accordance with Pub 1075?	Section 9.3.1.2		
	F. Does the agency implement auditing procedures on information systems in accordance with Pub 1075?	Section 9.3.3		
	G. Does the agency manage information system authenticators in accordance with Pub 1075?	Section 9.3.7.5		
	H. Does the agency have standard baseline configurations for information systems processing FTI in accordance with Pub 1075?	Section 9.3.5.2		
	I. Does the agency maintain active vendor support for all devices on its network?	Section 9.3.15.10		
	J. Does the agency have a current inventory of all information system components in accordance with Pub 1075?	Section 9.3.5.8		
	K. Does the agency maintain a Plan of Action and Milestones (POA&M) in accordance with Pub 1075?	Section 9.3.4.4		

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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	L. Does the agency assess the security controls in the information system and its environment in accordance with Pub 1075?	Section 9.3.4.2		
VI	Conclusion			
	A. The agency must implement a process for ensuring that a Plan of Action & Milestones is developed and monitored in accordance with Pub 1075.	Section 6.5		
	B. Complete Internal Inspection Report.	Section 6.0		
	C. Retain Internal Inspection Report for 5 years.	Section 6.4		

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21.1.0 PURPOSE

- 21.1.1 To allow for flexibility in employee work locations while reducing costs, maintaining or enhancing County service and productivity levels.
- 21.1.2 Advances in technology have made it possible for employees to access information, manage files and complete transactions remotely, which makes it possible for County managers and employees to work in ways they never could before. As financial pressures continue to challenge our ability to provide services, the County must explore all opportunities to improve efficiency and productivity. Further, creating a County workforce capable of working from remote or alternative locations will make the County better prepared to continue delivering services if an emergency requires staff to perform duties at alternative sites.

21.2.0 POLICY

- 21.2.1 The Board of Supervisors authorizes teleworking programs to be implemented in County departments when operations or business necessity permits. When authorized, a County employee may participate in a teleworking program and shall comply with all County and department policies, ordinances, practices, work assignments and instructions as directed by the Appointing Authority.
- 21.2.2 Management Retains the Right to Determine Eligibility for Teleworking
- A. Not all positions/classifications are suitable for a Teleworking Program. The determination of an employee's ability to Telework is exclusively at the County's discretion. Teleworking is not an employee right, but rather, is available to those employees who work in positions wherein the County has determined it is beneficial and/or consistent with operational business needs. Teleworking does not change the basic terms and conditions of employment with the County.
- 21.2.3 Teleworking may be modified or revoked by the County at any time. Whenever practical, the County shall give five (5) calendar days' notice when revoking or modifying a telework arrangement.
- 21.2.4 An employee who is authorized for telework shall use his/her working hours to perform County work. Teleworking arrangements do not substitute for dependent care or the use of any leave accruals. Employees shall ensure dependent care requirements are addressed and arrangements are in place so as not to interfere with the employee's work.
- 21.2.5 Work done on behalf of the County at the telework site is considered official County business. Products, documents and records used by/or developed while teleworking shall remain the property of the department and the County and are subject to department and County rules regarding confidentiality, disclosure, and records retention requirements.

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- 21.2.6 Non-FLSA exempt (hourly) employees are required to perform work duties within an established schedule and shall adhere to scheduled rest and meal breaks. An employee authorized to telework may not alter his/her work schedule or work additional hours beyond his/her authorized hours without prior written authorization. FLSA exempt employees may be required to work core hours, as directed by the Appointing Authority.
- 21.2.7 Teleworking which occurs at the employee's home may increase the employee's home utility costs. The employee is responsible for any additional telecommunications or connectivity charges resulting from the teleworking arrangement. The County assumes no responsibility for any operational costs or liability associated with the employee's home residence, including home maintenance, personal office equipment or office furniture, insurance, or utilities.
- 21.2.8 An employee who teleworks shall not bring clients, customers, vendors or other persons into his/her home to conduct County business.
- 21.2.9 An employee authorized to telework on a regular or recurring basis or on a situational basis may be required to come to the County worksite on short notice. The employee shall be provided reasonable notice to return to the office. Such a requirement does not constitute call-back pay. The County shall not reimburse a teleworking employee for mileage when an employee is required to report to the County worksite.
- 21.2.10 Use of sick leave, vacation, compensatory time off (CTO), administrative leave or other absences from work, must be approved in advance and in accordance with department and County policy.

21.3.0 DEFINITIONS

- A. "Appointing Authority" Department Head (or designee).
- B. "Eligible" Refers to the individual employee and the ability for him/her to be considered for a teleworking agreement. (Independent contractors are not eligible for telework).
- C. "Hoteling" When an employee uses a County work space not designated exclusively for his/her own use. Hoteling may be appropriate for an employee who is assigned to work in the field, and who does not have a regular work space assigned to him/her.
- D. "Inspection" Refers to the process whereby a telework alternate worksite or home office location is inspected to determine if Federal Tax Information (FTI) is securely maintained in accordance with State or Federal standards.
- E. "Suitable" Refers to the classification and/or position and/or whether or not the work is well suited for consideration of telework or hoteling.

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F. "Telework" An arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternative non-County worksite. Teleworking is generally divided into three types:

1. "Regular Telework" telework occurs as part of an ongoing or regular schedule; or
2. "Situational Telework" telework that is approved on a case-by-case basis, where the hours worked were NOT part of a previously approved, ongoing and regular telework schedule; or
3. "Emergency Telework" telework that occurs during emergencies only. This may include inclement weather, natural disasters, continuity of government and similar situations.

21.4.0 COUNTY EQUIPMENT

- 21.4.1 Solano County may, at its discretion, provide teleworking equipment such as a computer, laptop, tablet, cell phone, printer or supplies. Any equipment/supplies provided by the County will remain the property of the County and will be returned to the County upon request. An employee shall promptly report any malfunction of County equipment which may interrupt his/her ability to complete work duties.
- 21.4.2 Employees using County-provided teleworking equipment must be able to independently transport and set-up the equipment at their telework site.
- 21.4.3 All County policies and procedures and departmental policies and procedures involving County equipment apply to employees using County equipment at the telework or hoteling worksite.
- 21.4.4 The County will provide for repairs to County equipment through an authorized vendor.
- 21.4.5 An employee may be subject to disciplinary action for damage caused by negligence, intentional damage or damage resulting from a power surge if no surge protector is used, or as a result of other negligent action.

21.5.0 COMPUTER SECURITY

- 21.5.1 The Department of Information Technology (DoIT) shall maintain a list of resources, required security guidelines, and a self-assessment checklist for employees to use to help secure their home computer. It is expected that teleworker or mobile worker access to County applications will utilize Citrix. Requests for VPN connectivity will be reviewed by DoIT on a case-by-case basis and may not be approved.
- 21.5.2 An employee authorized to telework who uses his/her personal computer is responsible for following all security guidelines including data encryption and password

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policies, and ensuring software and applications are currently updated with security patches, maintaining a personal firewall and updated anti-virus and anti-spyware programs, and keeping their operating system configured securely.

- 21.5.3 County records saved on an employee's individual computer may subject an employee to records release and search laws. As such, County employees shall not save any County records on personal computers or transmit County records via personal email accounts.
- 21.5.4 Employees are required to ensure the integrity and confidentiality of all information and take steps to ensure County, confidential, Federal Tax Information (FTI) or other Personal Identifying Information (PII) is not viewed or available to non-County employees. Only employees are allowed access to confidential information in County accessible data base applications. It is an expectation that all employees will assume the responsibility of reviewing the policy with the members of their household to ensure that the security of the data is maintained.

Employees must follow security best practices, including the following basic privacy controls:

- A. Employees are required to ensure that all sensitive/confidential information in hardcopy or electronic form is secured in their work area at the end of the day and when they are expected to be gone for an extended period. Hard copy materials are secured when they are locked in a storage area (such as a desk or file cabinet) and locked in a room.
- B. Computer workstations must be locked when workspace is unoccupied.
- C. All computers, electronic media and removable media containing FTI, including non-agency-owned/personally-owned devices (e.g., desktop, laptop, smart phone, tablet equipment, etc.), must adhere to the County's policy for the security of alternative work sites. This includes but not limited to: adhering to the requirements for maintenance and data back-up (e.g., shutting down computer) and not leaving device(s) unprotected or unsecured at any time (e.g., absences while employees are away from the device).
- D. Any Restricted or Sensitive information, including FTI or PII, must be removed from the desk and locked in a drawer when the desk is unoccupied and at the end of the work day.
- E. File cabinets containing Restricted or Sensitive information, including FTI or PII, must be kept closed and locked when not in use or when not attended.
- F. Keys used for access to Restricted or Sensitive information must not be left at an unattended desk.

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- G. Passwords may not be left on sticky notes posted on or under a computer, nor may they be left written down in an accessible location.
 - H. Whiteboards containing Restricted and/or Sensitive information should not be visible to passersby and must be erased when unattended.
 - I. Lock away portable computing devices such as laptops and tablets.
 - J. Treat mass storage devices such as CD-ROM, DVD or USB drives as sensitive and secure them in a locked drawer.
 - K. Employees shall not print FTI information, unless he/she can do so in a secured fashion in compliance with Internal Revenue Service (IRS) Publication 1075 guidelines.
 - L. Hard copy documents containing FTI information which are to be discarded shall be shredded in accordance with IRS Publication 1075 guidelines.
- 21.5.5 Any time Federal Tax Information (FTI) is transported from one location to another, care must be taken to provide appropriate safeguards. When FTI is hand-carried by an individual in connection with a trip or in the course of daily activities, it must be kept with that individual and protected from unauthorized disclosures. All computers and mobile devices that contain FTI and reside at an alternate work site must employ encryption mechanisms to ensure that FTI may not be accessed if the computer is lost or stolen. The department will utilize Mobile Device Management security software to monitor, manage and secure employees' mobile devices.
- 21.5.6 Employees who have access to FTI shall be required to undergo periodic home inspections during normal working hours to ensure the security of the FTI. Such home inspections shall be documented, including diagrams or pictures of location, and may be unannounced. Home inspections shall be conducted in accordance with IRS Publication 1075 guidelines, or as necessary, to address potential security violation. Results of home inspections shall be documented and maintained by the department performing the home inspection.
- 21.6.0 WORKPLACE SAFETY
- 21.6.1 The Department of Human Resources, Risk Management Division, shall provide a Safety Checklist for employees to use when teleworking to help ensure a safe and productive work environment. (See Attachment A)
- 21.6.2 An employee authorized to telework shall be responsible for following all guidelines provided in the Safety Checklist.

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21.7.0 TELEWORKING AGREEMENT

21.7.1 An employee who is authorized to telework must complete a MobileWorker, Teleworking and Hoteling Agreement, Attachment B, and if approved by the Appointing Authority, the MobileWorker, Teleworking and Hoteling Agreement will be signed. The MobileWorker, Teleworking and Hoteling Agreement details the expectations of the employee authorized to Telework, including, but not limited to:

- A. Productivity standards;
- B. Employee responsibilities for adherence to all laws, rules, policies, procedures, regulations;
- C. Schedule and timekeeping requirements;
- D. Compliance and security requirements for equipment, sensitive or confidential data;
- E. A listing of equipment provided to employee, its proper use and maintenance of County equipment;
- F. Reporting of injuries and other required safety measures;
- G. Acknowledging that the teleworking arrangement can be terminated or modified by the County at any time;
- H. Verification that County Information and Technology Security Standards are met; and
- I. Verification that the County's Safety guidelines provided in the Safety Checklist, Attachment A, are met and adhered to.

21.8.0 CRITERIA FOR HOTELING

21.8.1 The Appointing Authority or designee who wishes to participate in hoteling between an alternate County facility(ies) must demonstrate the type of work is suitable to an employee working between varying County facilities and that there is sufficient workspace and necessary equipment available at the alternate County facility(ies) to perform the duties of the position.

- A. The work can be performed from a remote or alternative County location;
- B. The work can be performed without negatively impacting service delivery;
- C. Supervisors and managers are trained to handle work situations arising from supervising remote workers;
- D. There is a clear way to measure the work the employee completes;

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- E. The alternate work site is suitable for the type of work to be performed;
- F. Sensitive and/or confidential data is reasonably protected and not placed at a higher risk because of the telework arrangement; and
- G. The Department has the ability to provide the necessary tools and equipment to the employee which are necessary for the employee to be able to perform the work.

21.8.2 An employee's participation in a hoteling work arrangement, where he/she is not assigned to a designated work station, is not necessarily voluntary.

21.9.0 GENERAL TELEWORK REQUIREMENTS

21.9.1 Employees wishing to telework must:

- A. Have passed an initial probationary period;
- B. 1) Not be under investigation,
2) not have been subject to pending or final disciplinary or corrective action within the past three years, and
3) must not be on a performance improvement plan.
- C. Possess the knowledge to be able to perform the assigned work duties without direct supervision; and
- D. Be self-directed, have the ability to prioritize, and have a history of reliable and responsible discharge of work duties.

21.9.2 The following types of tasks/duties are generally not suitable for regular telework:

- A. Jobs that require frequent face-to-face customer, co-worker/stakeholder contact, which occur at specific County office locations;
- B. Law enforcement;
- C. Jobs that require specialized equipment;
- D. Jobs that require highly confidential work that cannot be adequately secured working offsite;
- E. Jobs that focus on maintaining County facilities or equipment;

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- F. Jobs that require resources located at the employee's primary work location and are of such a nature that they can't easily be removed or taken home as they will negatively impact operations.

21.10.0 CRITERIA FOR REGULAR TELEWORK

21.10.1 The County Department Head shall determine if he/she wishes to establish a teleworking arrangement in his/her Department. Prior to establishing a telework program, he/she must demonstrate:

- A. The work can be performed from a remote or alternative non-County location;
- B. The work can be performed without negatively impacting service delivery;
- C. Supervisors and managers are trained to handle work situations arising from supervising remote workers;
- D. There is a clear way to measure the work the employee completes;
- E. The alternate work site is suitable for the type of work to be performed;
- F. Sensitive and/or confidential data is reasonably protected and not placed at a higher risk because of the telework arrangement; and complies with the security requirements of IRS Publication 1075, including worksite inspections; and
- G. The Department has the ability to provide the necessary tools and equipment to the employee which are necessary for the employee to be able to perform the work.

21.11.0 CRITERIA FOR SITUATIONAL TELEWORK

21.11.1 The Appointing Authority may establish the advance notice requirements for authorizing situational telework. Generally speaking, sufficient notice should be provided to ensure the employee understands the outcomes/work product he/she is responsible for completing during the period of the situational telework. Further, the Appointing Authority must be able to establish the employee has the necessary equipment and tools to complete his/her assignment(s) and communication protocols have been established for checking back with his/her supervisor and or customers, as necessary.

21.12.0 CRITERIA FOR EMERGENCY TELEWORK

21.12.1 Emergency telework is infrequent or rare and approval is limited. The Appointing Authority or designee may authorize emergency telework for inclement weather when circumstances warrant only if the employee has access to his/her work via the necessary tools (such as through VPN or Citrix) to be able to perform meaningful work. For all other

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circumstances of emergency work, the criteria shall be established by the County Administrator or designee.

21.13.0 PROCEDURE FOR TELEWORK

21.13.1 No employee may telework without written approval of the Appointing Authority or his/her designee.

21.13.2 A regular MobileWorker, Teleworking and Hoteling Agreement, Attachment B, may be initiated by the County or by an employee; however, no employee shall be forced to work from his/her home on a regular or recurring basis. Hoteling, situational or emergency teleworking arrangements may be initiated by the County or by the employee. Emergency teleworking for inclement weather may be authorized by the appointing authority; however, emergency teleworking for natural disasters, continuity of government or other similar situations, shall be authorized at the discretion of the County Administrator or designee.

21.13.3 A MobileWorker, Teleworking and Hoteling Agreement, Attachment B, must be signed for regular or situational telework or hoteling.

21.13.4 When emergency teleworking is approved, written authorization detailing the dates of the approval of emergency telework and clear expectations must be communicated to the employee.

21.13.5 Home office

A. Employee shall review and complete a Safety Checklist, Attachment A, to help ensure a safe and productive work environment. Upon completion, employee should send a signed authorization and MobileWorker, Teleworking and Hoteling Agreement to Human Resources and a copy shall be placed in the employee's personnel file.

21.14.0 MANAGEMENT RESPONSIBILITIES

21.14.1 Determine positions appropriate for telework or hoteling.

21.14.2 Approve performance standards and expectations for an employee authorized to telework or hotel at other County work locations.

21.14.3 Ensure adherence to work standards and County or department policies, procedures, work rules, and laws and regulations.

21.14.4 Maintain efficient and effective work operations and ensure that authorized telework agreements do not interfere, disrupt or have any negative effects or consequences to County operations.

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21.14.5 Ensure supervisors and managers are provided opportunities and are trained to sufficiently supervise an employee authorized to telework remotely from their primary work location.

21.14.6 Ensure adequate resources are provided to an employee authorized to telework.

21.14.7 Determine which positions are appropriate for hoteling and how to best allocate space.

21.15.0 SUPERVISOR RESPONSIBILITIES

21.15.1 Appropriately assess an employee's readiness and ability to telework or hotel.

21.15.2 Review requests for teleworking and outline performance expectations.

21.15.3 Monitor the work environment for, and report to management, any negative effects or consequences resulting from approved telework agreements.

21.15.4 Establish performance standards and expectations for an employee authorized for telework.

21.15.5 Provide effective means of communication to teleworking employee.

21.15.6 Ensure adherence to work standards and County or department policies, procedures, work rules, and laws and regulations.

21.15.7 Maintain efficient and effective work operations and ensure that authorized telework agreements do not interfere, disrupt or have any negative effects or consequences to County operations.

21.15.8 Establish and maintain appropriate methods of communication.

21.16.0 EMPLOYEE RESPONSIBILITIES

21.16.1 Sign and adhere to County MobileWorker, Teleworking and Hoteling Agreement, Attachment B.

21.16.2 Secure computer systems in accordance with County guidelines of County records so that confidentiality is maintained.

21.16.3 Secure and arrange work space to protect confidentiality of County records and to maintain a safe work environment.

21.16.4 Make appropriate childcare or other dependent care arrangements to ensure distractions do not exist to interfere with performing County duties.

21.16.5 Adhere to all County policies, rules and procedures.

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21.16.6 Update and maintain correct contact information.

21.16.7 Successfully meet County performance standards.

21.16.8 Properly store and maintain County issued equipment.

21.17.0 REFERENCES

Attachment A – Safety Checklist
Attachment B – MobileWorker, Teleworking and Hoteling Agreement
Attachment C – Alternate Worksite Inspection Checklist
Information Technology Security Policy
Internal Revenue Service Publication 1075

21.18.0 AMENDMENTS

21.18.1 The Director of Human Resources, with concurrence of the County Administrator and County Counsel, is authorized to make amendments, except to Section 21.2, Policy.

SAFETY CHECKLIST



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The following checklist is recommended for use by each teleworker in organizing an alternate work site. The telecommuter should review this checklist with his/her supervisor prior to the start of telework, and they are encouraged to work together to ensure the safety of the alternate work site.

Work Site

<input type="checkbox"/>	Teleworker has a clearly defined work space that is kept clean and orderly.
<input type="checkbox"/>	The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.
<input type="checkbox"/>	Exits are free of obstructions.
<input type="checkbox"/>	Supplies and equipment (both departmental and employee-owned) are in good condition.
<input type="checkbox"/>	The area is well ventilated and heated.
<input type="checkbox"/>	Storage is organized to minimize risks of fire and spontaneous combustion.
<input type="checkbox"/>	All extension cords have grounding conductors.
<input type="checkbox"/>	Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
<input type="checkbox"/>	Electrical enclosures (switches, outlets, receptacles, junction boxes) have tight-fitting covers or plates.
<input type="checkbox"/>	Surge protectors are used for computers, fax machines, and printers.
<input type="checkbox"/>	Heavy items are securely placed on sturdy stands close to walls.
<input type="checkbox"/>	Computer components are kept out of direct sunlight and away from heaters.

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Emergency Preparedness

<input type="checkbox"/>	Emergency phone numbers (hospital, fire department, police department) are posted at the alternate work site.
<input type="checkbox"/>	A first aid kit is easily accessible and replenished as needed.
<input type="checkbox"/>	Portable fire extinguishers are easily accessible and serviced as needed.
<input type="checkbox"/>	An earthquake preparedness kit is easily accessible and maintained in readiness.

Ergonomics

<input type="checkbox"/>	Desk, chair, computer, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body, in conformance with County guidelines.
<input type="checkbox"/>	"Office Ergonomic Tips" and "Video-Ergo-Setting up your Work Station" are available for easy reference on the Risk Management intranet site. Please visit: http://webstart/depts/hr/divisions/risk/ergonomics.asp

Work-Related Injuries/Illnesses

<input type="checkbox"/>	1) In case of a work-related injury, keep this number handy: Athens Nurse Triage: 844-332-5239 2) Call your supervisor to notify of the injury 3) Injured Worker Protocol is available at http://webstart/depts/hr/divisions/risk/workers_compensation/default.asp
<input type="checkbox"/>	<i>In the event of a life-threatening injury, call 911 immediately.</i>

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This Agreement specifies the conditions applicable to an arrangement for performing work at an approved alternate non-County workplace and incorporates herein, agreement to adhere to the all provisions specified in the County's MobileWorker, Teleworking and Hoteling policy. I understand that all obligations, responsibilities, terms and conditions of employment with the County remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement and within the County's MobileWorker, Teleworking and Hoteling Policy. I understand this Agreement does not provide an ability to alter/modify my hours of work without prior written approval nor does it allow for overtime to be worked without advanced approval from my supervisor.

1. EMPLOYEE (Last Name, First, Middle Initial):	2. CLASSIFICATION:
3. DEPARTMENT:	4. SUPERVISOR (NAME/CONTACT):
5. REGULARLY ASSIGNED WORKSITE:	6. APPROVED ALTERNATE WORKSITE ADDRESS:
7. ALTERNATE WORKSITE OR CELL PHONE #:	8. APPROVED HOTELING WORKSITE:
9. TYPE OF TELEWORK ASSIGNMENT: <input type="checkbox"/> REGULAR AND RECURRING <input type="checkbox"/> SITUATIONAL Assignment:	10. TELEWORK ARRANGEMENT EFFECTIVE DATE: START: (MM/DD/YYYY) END: (MM/DD/YYYY)

11. TELEWORK ARRANGEMENT

Regular and Recurring Telework Schedule: _____ Number of Days per week or Pay Period

_____ Days of the Week (e.g. Mon, Wed, Fri)

12. CONTINUITY OF OPERATIONS DURING EMERGENCY SITUATIONS

All County employees are emergency/disaster workers and may be expected to telework in emergency/disaster situations pursuant to County Policy. Employees may be required to work from home during any 1) natural disaster, 2) a pandemic; or 3) when the regular worksite is closed or closed to the public due to natural or manmade emergency situations (e.g., earthquake, act of terrorism, etc.) Employees unable to work due to personal situations (e.g., illness or dependent care responsibilities), must take appropriate leave (e.g., annual or sick).

**MOBILEWORKER,
TELEWORKING AND
HOTELING AGREEMENT**



C-21 MobileWorker, Teleworking
and Hoteling Policy
Attachment B
Revision Date: 08/28/2018
Page: 2 of 4

<p>13. EQUIPMENT/SUPPLIES</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 30%; text-align: center;">County Assigned</th> <th style="width: 30%; text-align: center;">Personal</th> </tr> </thead> <tbody> <tr> <td>LAPTOP</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>DESKTOP</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>PDA</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>CELL PHONE</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>OTHER: _____</td> <td></td> <td></td> </tr> </tbody> </table>		County Assigned	Personal	LAPTOP	<input type="checkbox"/>	<input type="checkbox"/>	DESKTOP	<input type="checkbox"/>	<input type="checkbox"/>	PDA	<input type="checkbox"/>	<input type="checkbox"/>	CELL PHONE	<input type="checkbox"/>	<input type="checkbox"/>	OTHER: _____			<p>14. ACCESS:</p> <p><input type="checkbox"/> VPN</p> <p><input type="checkbox"/> CITRIX</p> <p><input type="checkbox"/> OTHER:</p>
	County Assigned	Personal																	
LAPTOP	<input type="checkbox"/>	<input type="checkbox"/>																	
DESKTOP	<input type="checkbox"/>	<input type="checkbox"/>																	
PDA	<input type="checkbox"/>	<input type="checkbox"/>																	
CELL PHONE	<input type="checkbox"/>	<input type="checkbox"/>																	
OTHER: _____																			
<p>15. DUTIES/EXPECTATIONS/PRODUCTIVITY STANDARDS:</p>																			
<p>16. COMMUNICATION EXPECTATIONS:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Employee will return calls from the office within _____ minutes <input type="checkbox"/> I agree to provide updated contact information (both personal and/or cell phone numbers) to my supervisor. <input type="checkbox"/> Specify: back-up and emergency contacts plans, when and how often calls/emails/communication are to be returned, during what time frames, and how (phone, text, e-mail, Skype, fax, etc.). <p>Other: _____</p>																			
<p>17. HOME INSPECTION <REQUIRED FOR EMPLOYEES WITH ACCESS TO FTI></p> <p style="text-align: center; margin-top: 50px;">COMPLETED SAFETY CHECKLIST, ATTACHMENT A</p>																			
<p>18. DAYCARE/DEPENDENT CARE:</p> <ul style="list-style-type: none"> <input type="checkbox"/> I have dependents, but I have arranged care either inside/outside of the home and verify that my dependent care responsibilities will be conducted by someone other than me when I am working and at work and will not interfere with my work responsibilities. <input type="checkbox"/> I do not have dependents who reside in the home. 																			

**MOBILEWORKER,
TELEWORKING AND
HOTELING AGREEMENT**



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19. AGREEMENTS:

I agree with and understand the following:

- ☐ To remain accessible during designated work hours and understand that management retains the right to modify or revoke this Agreement on a temporary or permanent basis.
 - ☐ To use County-owned records, and materials for purposes of County business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure.
 - ☐ Use of County-owned equipment for incidental personal use, shall not interfere with the business use of the equipment.
 - ☐ To report to the supervisor instances of loss, damage, or unauthorized access, use, destruction, loss, theft, or disclosure at the earliest opportunity.
 - ☐ To return County equipment, records and materials within 5 calendar days of termination of this agreement.
 - ☐ That all equipment, records and materials provided by the County shall remain the property of the County. Include an inventoried list of all County equipment to be used including serial numbers or other identifying characteristics (e.g., model numbers).
-
- ☐ It is important to maintain a safe and secure working environment.
 - ☐ I am responsible for arranging the approved off-site workspace in an ergonomically sound manner and that I am able to request ergonomic assistance through my supervisor and/or chain of command.
 - ☐ To report any work-related injuries to the supervisor at the earliest opportunity.
 - ☐ To hold the County harmless for injury to others at the alternate workplace.
 - ☐ My personal vehicle will not be used for County business unless authorized by the supervisor.
 - ☐ Any costs and expenses arising from the conduct of County business in my personal home (e.g. electricity, heat, water, connectivity/computer related charges) is paid at the employee's expense.
 - ☐ I will maintain auto liability insurance in accordance with the County's policy.
 - ☐ I am responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
 - ☐ The County is not obligated to approve a proposal for a teleworking work agreement for any employee. The decision is at the sole discretion of my department head or designee.
 - ☐ This agreement and work schedules are subject to ongoing review and may be subject to modification or termination at any time based on performance concerns or business needs.
 - ☐ When practical, generally, a minimum of 5 days' notice will be given before ending or changing a teleworking arrangement.
 - ☐ I am responsible for adhering to all State, Federal, County and Department rules, policies, regulations and laws.
 - ☐ That I may have to come into the office on an assigned telework day.
 - ☐ I am responsible for the cost to travel/commute to the office.
 - ☐ I am responsible for maintaining county equipment/materials entrusted to my care.
 - ☐ I have been trained and am aware of my responsibilities as it relates to FTI information, including the access to, storage and destruction of materials (for employees with access to FTI information only).
 - ☐ County equipment and supplies will be used for County business purposes.
 - ☐ I shall not bring clients, customers, vendors or other persons into my home to conduct County business.
 - ☐ I understand I am subject to alternate worksite/home office inspections. (for employees with access to FTI information only)
 - ☐ All documents, including emails, correspondence, memos etc., that employee sees, sends,

**MOBILEWORKER,
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HOTELING AGREEMENT**



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receives, reviews etc., while working for the County belong solely and exclusively to the County. When employee separates employment with the County, employee is required to return all such emails, correspondence, memos etc., with the County. If employee fails to comply with this agreement, employee agrees that the County is entitled to entry of an injunction or specific performance or conversion order in a Court of competent jurisdiction requiring employee to return any such documents.

I hereby affirm by my signature that I have read this MobileWorker, Teleworking and Hoteling Agreement, and understand, agree to, and will abide by all of its provisions.

Employee Print Name	Employee Signature	Date
---------------------	--------------------	------

Approved by:

Print Name	Department Head/Designee Signature	Date
------------	------------------------------------	------

Rescinded by:

Print Name	Department Head/Designee Signature	Date
------------	------------------------------------	------

ALTERNATE WORKSITE INSPECTION CHECKLIST



C-21 MobileWorker, Teleworking,
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Attachment C
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Prepared by: (Insert Name)

Date: (Insert Date Completed)

Employee Name:

Alternate Worksite Address Inspected:

Photographs/Diagram: (Attach)

Equipment: Computer/Laptop: Personal _____ County issued: _____

Serial Number: _____

Printer: Personal _____ County issued: _____

Serial Number: _____

INSTRUCTIONS

Agencies are required to conduct home inspections as part of their compliance with Internal Revenue Service Publication 1075. The following serves as a County internal inspection checklist to identify security procedures and federal security implementation for protecting Federal Tax Information (FTI). Please attach diagram and photographs of alternate worksite inspected. Attach inspection checklist (see policy C-21 MobileWorker, Teleworking and Hoteling Policy).

		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
I	Record Keeping Requirements (Publication 1075 section 3.0) Internal Revenue Code (IRC) Section 6103(p)(4)(A)	Section 3.0		
	Objective: To ascertain that adequate policies, procedures, and systems are in place to identify, store, protect, and track FTI from receipt to destruction.			

ALTERNATE WORKSITE INSPECTION CHECKLIST



C-21 MobileWorker, Teleworking,
and Hoteling Policy
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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	A. Is the paper FTI recorded/tracked in accordance with Pub 1075?	Section 3.2		
	B. Is the electronic FTI recorded/tracked in accordance with Pub 1075?	Section 3.2		
	C. Does the agency retain the FTI logs in accordance with Pub 1075?	Exhibit 9		
II	Secure Storage (Publication 1075 section 4.0) IRC Section 6103(p)(4)(B)	Section 4.0		
	Objective: To ascertain adequate security of the building or section of building where the FTI is located.			
	A. Does the physical security provide two barriers to prevent unauthorized access to FTI? (in accordance with Pub 1075 requirements for Minimum Protection Standards (MPS))	Section 4.2		
	B. Does the agency follow the requirements for client access logs in accordance with Pub 1075 for areas containing FTI? Are client logs closed and reviewed at least monthly in accordance with Pub 1075?	Section 4.3		
	C. Are non-AAL clients escorted in accordance with Pub 1075?	Section 4.3.1		
	D. Review physical security and key/combination/electronic controls and verify they are in accordance with Pub 1075.	Section 4.3.3		
	E. Are records on key/combination/electronic access cards maintained in accordance with Pub 1075?	Sections 4.3.2 4.3.4		

ALTERNATE WORKSITE INSPECTION CHECKLIST



C-21 MobileWorker, Teleworking,
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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	F. Is FTI safeguarded in accordance with Pub 1075 when in transit (offsite storage, other offices, etc.)?	Sections 4.4 4.7		
	G. Is the FTI, sent to an offsite storage facility, protected from access by unauthorized individuals at all times? (If the answer is no, offsite storage facility must be reviewed.)	Section 4.6		
	H. Does the agency retain ownership and control of all hardware, software and end-point equipment receiving, storing, processing or transmitting FTI? If the answer is no, is the agency using Virtual Desktop Infrastructure (VDI)?	Sections 4.7.1 9.4.13		
III	Restricting Access (Publication 1075 section 5.0) IRC Section 6103(p)(4)(C)			
	Objective: To determine whether access to FTI is adequately controlled and restricted.			
	A. Is access to FTI restricted to only authorized personnel who have a need to know?	Section 5.1		
	B. Is all FTI clearly labeled "Federal Tax Information" in accordance with Pub 1075 (paper and electronic)?	Section 5.1		
	C. Is FTI commingled with other information? Can FTI within agency records be located and separated easily?	Sections 5.2 5.2.1 5.3		

ALTERNATE WORKSITE INSPECTION CHECKLIST



C-21 MobileWorker, Teleworking,
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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	D. Is FTI disclosed to personnel outside of the agency (contractors, other agencies, etc.)? Are the disclosures tracked in accordance with Pub 1075? List personnel/offices (which FTI is disclosed).	Section 5.3		
	E. Are personnel following the agency policy for transmitting FTI via email? (policy in preliminary section)	Section 9.4.3		
	F. Are personnel following the agency policy for transmitting FTI via fax? (policy in preliminary section)	Section 9.4.4		
IV	Disposing Federal Taxpayer Information (Publication 1075 section 8.0) IRC Section 6103(p)(4)(F)	Section 8.0		
	Objective: To determine if FTI is disposed of properly.			
	A. Does the employee destroy paper FTI in accordance with Pub 1075?	Sections 8.3 8.4		
	B. Does the employee destroy electronic FTI in accordance with Pub 1075?	Sections 8.3 8.4		
	C. Does the employee sanitize physical media containing FTI before it leaves the physical or systemic control of the agency?	Section 8.3		
	D. Does the employee ensure FTI is not disclosed during disposal processes?	Section 8.4		
V	Computer System Security	Section 9.0		
	Objective: To determine if computer security requirements are met to adequately protect FTI.			

ALTERNATE WORKSITE INSPECTION CHECKLIST



C-21 MobileWorker, Teleworking,
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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	A. Does the employee perform vulnerability assessments in accordance with Pub 1075?	Section 9.3.14.3		
	B. Does the agency require multi-factor authentication for remote access in accordance with Pub 1075?	Section 9.3.1.12 9.3.7.2 9.3.9.4 9.4.13		
	C. Does the agency encrypt FTI in the LAN in accordance with Pub 1075? Provide a description of how the FTI is encrypted.	Section 9.3.16.9 9.3.16.15		
	D. Does the agency follow the process for changes to information systems in accordance with Pub 1075?	Section 9.3.5.3		
	E. Does the agency manage their information accounts in accordance with Pub 1075?	Section 9.3.1.2		
	F. Does the agency implement auditing procedures on information systems in accordance with Pub 1075?	Section 9.3.3		
	G. Does the agency manage information system authenticators in accordance with Pub 1075?	Section 9.3.7.5		
	H. Does the agency have standard baseline configurations for information systems processing FTI in accordance with Pub 1075?	Section 9.3.5.2		
	I. Does the agency maintain active vendor support for all devices on its network?	Section 9.3.15.10		
	J. Does the agency have a current inventory of all information system components in accordance with Pub 1075?	Section 9.3.5.8		
	K. Does the agency maintain a Plan of Action and Milestones (POA&M) in accordance with Pub 1075?	Section 9.3.4.4		

ALTERNATE WORKSITE INSPECTION CHECKLIST



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		Pub 1075 Reference	Pass/ Fail/ N/A	Notes
	L. Does the agency assess the security controls in the information system and its environment in accordance with Pub 1075?	Section 9.3.4.2		
VI	Conclusion			
	A. The agency must implement a process for ensuring that a Plan of Action & Milestones is developed and monitored in accordance with Pub 1075.	Section 6.5		
	B. Complete Internal Inspection Report.	Section 6.0		
	C. Retain Internal Inspection Report for 5 years.	Section 6.4		



Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Consent Calendar
Type:	Report	Department:	Auditor-Controller
File #:	18-592	Contact:	Kirk Starkey, 784-3057
Agenda date:	08/28/2018	Final Action:	
Title:	Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of March 31, 2018		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Treasury Review Report Q3		

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

DEPARTMENTAL RECOMMENDATION:

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of March 31, 2018.

SUMMARY AND DISCUSSION:

Pursuant to Government Code §26920, the County Auditor performs a quarterly review of the Treasurer's Statement of Assets in the County Treasury. The ACO's review is conducted in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The review included (1) counting cash on hand in the County Treasury; (2) verifying the records of the Treasurer and Auditor-Controller (ACO) were reconciled pursuant to Government Code §26905; and (3) issuing a report to the Board of Supervisors in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A review in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants consists primarily of inquiries of staff and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted audit standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, the ACO does not express such an opinion. All information included in the Statement of Assets is the representation of the Solano County Treasurer.

The ACO is not aware of any material modification that should be made to the Statement of Assets in order for it to be in conformity with accounting principles generally accepted in the United States of America.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item is nominal and absorbed by the department's

FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board of Supervisors could elect not to accept the quarterly review of the Statement of Assets of the Solano County Treasury as of March 31, 2018.

This alternative is not consistent with sound public policy and is therefore not recommended.

OTHER AGENCY INVOLVEMENT:

The County Treasurer has reviewed and accepted the report. The County Administrator's Office has reviewed the report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

OFFICE OF THE AUDITOR-CONTROLLER

SIMONA PADILLA-SCHOLTENS, CPA
Auditor-Controller

PHYLLIS TAYNTON, CPA
Assistant Auditor-Controller



SOLANO COUNTY

675 Texas Street, Suite 2800
Fairfield, CA 94533-6338
(707) 784-6280
Fax (707) 784-3553

www.solanocounty.com

Independent Auditor's Review Report

July 24, 2018

Board of Supervisors
County of Solano
675 Texas Street
Fairfield, CA 94533

Chair & Members of the Board:

Pursuant to Government Code §26920, we have reviewed the accompanying Statement of Assets of the Solano County Treasury as of March 31, 2018. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statement

Solano County Treasury's management is responsible for the preparation and fair presentation of the accompanying financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statement.

Auditor's Responsibility

Our responsibility is to conduct the review in accordance with Statements of Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements.

As required under Government Code §26920, the review also included a physical count of the cash in the Treasury and verification that the records of the County Treasury and the Auditor-Controller's Office are reconciled in accordance with Government Code §26905.

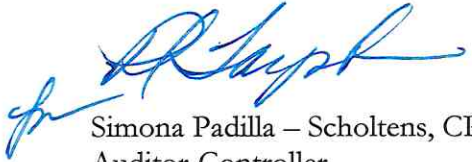
Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statement in order for it to be in conformity with accounting principles generally accepted in the United States of America.

Other Matters

This report is intended for the information of the Board of Supervisors and the Treasury management. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

Respectfully,

A handwritten signature in blue ink, appearing to read "SP Scholtens", with a stylized flourish at the end.

Simona Padilla – Scholtens, CPA
Auditor-Controller

Solano County Treasury
Statement of Assets
March 31, 2018

Pooled Cash & Investments:

Cash on Hand	\$ 2,481,167
Cash in Banks	(18,020,198) ¹
Money Market & Mutual Funds	
Money Market Funds	105,520,394
Mutual Funds	<u>29,915,901</u>
Total Money Market & Mutual Funds	<u>135,436,295</u>
Non-Cash Assets	
Accrued Interest and Other Non-Cash Assets	<u>3,407,687</u>
Total Non-Cash Assets	<u>3,407,687</u>
Investments (Fair Value)	
Federal Agency Securities	527,938,751
Treasury Agency Securities	234,256,335
Municipal Bonds	92,976,160
Corporate Securities	177,049,551
Supranational Securities	<u>9,864,750</u>
Total Investments	<u>1,042,085,547</u>
Total Pooled Cash & Investments	<u>1,165,390,498</u>

Non-Pooled Cash & Investments:

Public Agency Retirement Services 115 Retirement Trust Fund

Cash in Banks	4,781
Cash in Money Markets	633,933
Mutual Funds	3,150,000
Non-Cash Assets	69,917
Federal Agency Securities	7,473,760
Treasury Agency Securities	3,479,360
Municipal Bonds	2,461,330
Corporate Securities	<u>2,980,988</u>
Total Public Agency Retirement Services Fund	<u>20,254,069</u>
Total Non-Pooled Cash & Investments	<u>20,254,069</u>
Total Cash & Investments	<u>\$ 1,185,644,567</u>

¹ The negative balance is a timing issue associated with a wire transfer from *CalTrust* initiated on Friday, March 30, 2018 but not posted until Monday, April 2, 2018 because Treasury was unaware the institution closed on March 30, 2018 for a holiday.



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Contract	Department:	Assessor/Recorder
File #:	18-561	Contact:	Yolanda Dilts, 784-2452
Agenda date:	08/28/2018	Final Action:	
Title:	Approve a 3 year AgileFlow Software Support and Maintenance Agreement for \$239,400 with Conduent Enterprise Solutions LLC for a web-based recording platform for the period of July 1, 2018 through June 30, 2021; and Authorize the County Administrator, or designee, to execute the agreement and any modifications or amendments within approved project budgets		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Recorder's Office recommends that the Board of Supervisors:

- 1) Approve a three-year AgileFlow Software Support and Maintenance Agreement for \$239,400 with Conduent Enterprise Solutions LLC for a web-based recording platform for the period of July 1, 2018 through June 30, 2021; and
- 2) Authorize the County Administrator, or designee, to execute the agreement and any modifications or amendments within approved project budgets.

SUMMARY:

Conduent Enterprise Solutions LLC (Conduent) licenses a variety of software used for recording, cashing, accounting, indexing, redacting, and other services in the Recorder's Office. Upgrading the department's recording system to AgileFlow Records manager, a web-based platform, provides easy access to information for public research, search modules using the intuitive screen layout and standard Windows features for efficiency and greater security capabilities.

FINANCIAL IMPACT:

The FY2018/19 budget includes appropriations for \$79,800 from the Recorder's Modernization Fund to cover the first year cost of the agreement. There is no General Fund impact associated with this contract. Funding requests for the next two years will be requested in succeeding years as part of the budget process.

DISCUSSION:

On March 10, 2015, the Board approved the upgrade of the original recording system to a web-based recording platform. The software support and maintenance contract include a net cost of \$180,805 for the upgrade, which included significant savings in software licensing costs.

On September 7, 2016, the web-based platform was placed into service, replacing an IBM AS/400 based system originally put into service on November 1, 2002. The new system runs on the existing County infrastructure, reducing the need for specialized hardware and software.

Conduent will provide software support and maintenance services for AgileFlow Records Manager, open architecture land records document management and imaging workflow software system. Maintenance services shall include but not limited to routine bug fixes, revisions, upgrades, software installations including server installations, migrations, batch jobs, script files and support calls. In addition, Conduent will perform all on-going support of the system including Conduent owned hardware and software.

ALTERNATIVES:

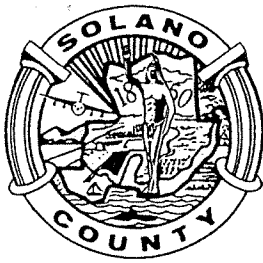
The Board could choose not to approve the agreement; however, this is not recommended because regular and timely maintenance is necessary to ensure that the AgileFlow software system is working at an optimal state.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the agreement as to form; the Department of Information Technology has reviewed the proposal agreement and concurs with the department's recommendation and Risk Management has confirmed insurance requirements.

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:

Conduent Enterprise Solutions LLC

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:
July 1, 2018 – June 30, 2021

3. The maximum amount of this Contract is:

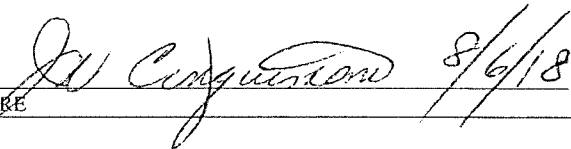
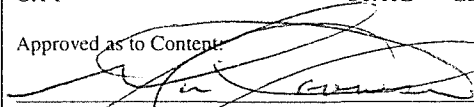
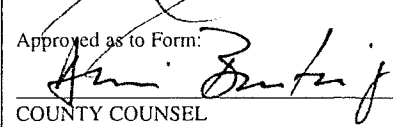
\$ 239,400

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 – General Terms and Conditions for Information Technology Products and Services

Schedule A - Statement of Work

This Contract is made on _____, 2018.

CONTRACTOR	COUNTY OF SOLANO
Conduent Enterprise Solutions, LLC	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
 8/6/18	Birgitta E. Corsello, County Administrator
SIGNATURE	TITLE
Joseph Cinquemani, Vice President	675 Texas Street Ste 2700
PRINTED NAME AND TITLE	ADDRESS
8600 Harry Hines Blvd., Suite 300	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
Dallas TX 75235	Approved as to Content:
CITY STATE ZIP CODE	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 01/22/18

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

General Terms and Conditions for Agreement for Information Technology Products and Services

**Conduent Enterprise Solutions, LLC
Solano County, California**

This agreement for information technology products and services ("Agreement") is entered into by and between **Conduent Enterprise Solutions, LLC**, 8600 Harry Hines Blvd., Dallas, TX 75235 ("Conduent"), and **Solano County**, a government entity in the State of California ("Client"), 675 Texas Street, Fairfield, CA 94533. Conduent and Client (each individually a "party" and collectively the "parties") agree as follows:

- 1. SERVICES** Conduent agrees to provide to Client the information technology products, software, and related materials ("System") and perform for Client the services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- 2. TERM** This Agreement will become effective on July 1, 2018 ("Effective Date") and shall continue through June 30, 2021 unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). At the end of the Term, the parties may agree in writing to extend this Agreement for an additional three (3) year period ("Extended Term"), subject to the termination provisions of this Agreement. At the end of the Extended Term, the parties may extend this Agreement by written amendment for an additional three (3) year period (also "Extended Term"), subject to the termination provisions of this Agreement.
- 3. PAYMENT** Client agrees to pay Conduent for the System and Services in accordance with the payment provisions set forth in Schedule A. Conduent shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. EXPENSES** Conduent will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Any reimbursable expenses will be specifically identified in a separate change request to this Agreement signed by both parties. Upon request, Conduent will provide receipts or other reasonable documentation.
- 5. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Conduent may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Conduent is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Conduent for payment of those taxes.
- 6. DELIVERY AND ACCEPTANCE** Conduent will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Conduent will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Client agrees to provide Conduent with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY With respect to information relating to Client's business which is confidential and clearly designated as confidential or proprietary ("Client Confidential Information"), Conduent will instruct Conduent personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Conduent information that Conduent regards as confidential. However, Conduent shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Conduent; (iii) is independently developed by Conduent outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Conduent shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Conduent in the course of providing the Services.

8. CONDUENT PROPRIETARY INFORMATION Client agrees that Conduent methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Conduent, which may be disclosed to the Client, are confidential and proprietary information ("Conduent Confidential Information"). With respect to Conduent Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Conduent Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION Conduent and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Conduent subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Conduent, Conduent employees, or by the authorized agents or subcontractors of Conduent as a part of the Services, including derivative works (individually and collectively "Conduent Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Conduent Intellectual Property shall vest solely in Conduent. Client understands and agrees that all Conduent Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Conduent. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Conduent or otherwise coming into the possession of Conduent in connection with performing the Services or otherwise during the Term or Extended Term shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System.

12. DATA BACKUP Prior to Conduent providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by Conduent of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Conduent. If Conduent is unable to recover any or all lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Conduent shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of data contained in the System. Under no circumstances will Conduent be responsible for the loss of Client data or software.

13. SOFTWARE LICENSE Conduent hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Conduent Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Conduent represents and warrants that Conduent possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Conduent Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Conduent Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Conduent Intellectual Property without prior written authorization by Conduent; and will not export any Conduent software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Conduent as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Client further agrees to use the third party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Client authorizes Conduent to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Conduent explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Conduent makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE If Conduent performs any of the Services on Client premises, Conduent agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Conduent will provide evidence of coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Conduent will bear the risk of loss or damage to any hardware while in transit to or from Client installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Conduent, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES Conduent warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Conduent will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. CONDUENT MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. CONDUENT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONDUENT EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. CONDUENT AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Conduent; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Conduent; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Conduent; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Conduent prompt written notice that identifies each defect with specificity. Conduent will investigate and verify each reported defect. Upon verification by Conduent of a reported defect, Conduent shall (as determined by Conduent in the sole discretion of Conduent) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Conduent shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY Conduent warrants that during the Term any application software components of the System that are developed and owned by Conduent (including customized software components) and furnished to Client by Conduent under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Conduent. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Conduent software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Conduent; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Conduent; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Conduent; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event").

Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. TORT AND PROPERTY DAMAGE CLAIMS Each party shall indemnify and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

21. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

CONDUENT SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT CONDUENT HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CLIENT UNDERSTANDS AND AGREES THAT CONDUENT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENT OF INFORMATION PASSING THROUGH CONDUENT HOST COMPUTERS, SERVERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONDUENT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO CONDUENT DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

22. TERMINATION FOR BREACH OR DEFAULT BY CONDUENT If Conduent materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Conduent of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

23. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Conduent may terminate this Agreement for breach. Termination by Conduent shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

24. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Conduent if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

25. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default. On and after the date of termination Conduent will discontinue all Services and indexes and images will no longer be accessible from Conduent. Client agrees to allow Conduent to remove any Conduent-owned hardware, software, and other Conduent-owned materials. Conduent will perform post-termination data conversion (to the extent possible) at the request of Client on a time and materials basis at the then-current applicable rates.

26. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Conduent may not be adequate for protection of Conduent, and accordingly Conduent shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

27. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Conduent and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Conduent shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

28. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Conduent:

Conduent Enterprise Solutions, LLC
8600 Harry Hines Blvd., Suite 300
Dallas, TX 75235

Attention: Louis Schiavone, Jr.
Vice President

To Client:

Solano County
675 Texas Street, Suite 2700
Fairfield, CA 94533

Attention: Marc Tonnesen
County Assessor/Recorder

With a copy to:

Conduent Enterprise Solutions, LLC
12410 Milestone Center Drive
Germantown, MD 20876

Attention: Contracts Department

With a copy to:

Sean Grover
Administrative Services Manager
Office Number: 707-784-3000
675 Texas Street, Suite 3700
Fairfield, CA 94533

29. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

30. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. Conduent may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Conduent. Any other attempt to make an assignment without prior written consent of the Client shall be void. Conduent may provide for the delivery of all or part of the Services through the use of subcontractors. Conduent shall notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Conduent under this Agreement apply to and are complied with by each subcontractor.

31. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

32. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance

of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

33. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

34. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of California without reference to the principles of conflict of laws.

35. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and the Client have executed this Agreement on a separate signature page which will be attached hereto.

SCHEDULE A

STATEMENT OF WORK

This Statement of Work is incorporated in the Agreement for Information Technology Products and Services ("Agreement") by and between Conduent Enterprise Solutions, LLC ("Conduent") and Solano County, California ("Client").

A. SCOPE OF SERVICES

CONDUENT RESPONSIBILITIES

Conduent shall perform the following Services for Client:

1. Conduent will provide software support and maintenance services for Conduent AgileFlow Records Manager, the Conduent open architecture land records document management, imaging, and workflow software ("System") at the Client site located at 675 Texas Street, Suite 4500, Fairfield, California.
2. Maintenance services shall include but not be limited to routine bug fixes; Conduent planned revisions, upgrades, software installations including server installations, migrations, batch jobs, script files and support calls. A bug/defect is defined as a problem within the code or database layer of the software application that causes the application to not work as expected or give incorrect output.
3. Conduent will perform all on-going support of the System, including Conduent owned hardware and software, during the Term and Extended Term of this Agreement.
4. Conduent will provide 3 ways to obtain System support services: a toll-free support number, email support, and a web portal to submit requests that are not urgent.
 - a. Conduent Toll free Support Line – Conduent Toll free telephone support for all software related issues is available from 7:00 a.m. to 6:00 p.m. Pacific Time., Monday through Friday.
 - i. A toll-free number to the Conduent support center will be provided to Client. The call will be answered by Conduent Call Center Agents, who will enter contact information and a detailed description of the problem into the Customer Relations Management System. The severity level of the issue is identified, a call tracking number assigned, and the caller will be transferred to the next support staff member who can address the issue.
 - ii. If the call is determined to be a critical or down situation, the caller will be transferred to the Support Manager or designee who will assign the tasks to the correct level of support staff who will engage in immediate troubleshooting of the issue. Designated Client staff may request an escalation of the severity of the problem if they determine it has a more severe impact to the Client's operations.
 - iii. If support personnel must do research on the problem, Client is guaranteed a call back within the defined response times for the problem level. If the problem cannot be adequately diagnosed through a phone conversation and remote access to the System, Conduent will dispatch onsite support to the Client site.

- b. Conduent E-Mail Support via USA.GRM.AFRM.Support@conduent.com – Client can report, or follow up on, any procedural, software, or application issue. All support team members are part of this group email with one individual assigned each day to ensure any new requests are captured in our Customer Relationship Management tool and routed to the necessary group.
- c. Conduent Web Support via CRM Customer Portal: <http://portal.xeroxgrm.com> – Web Portal access is provided by the Customer Relationship Management Software. Client can enter a new request, see all open requests for the County, and track status and resolution on-line.

5. Definition of Severity Levels for Production Issues

Level 4 -Minor or Informational. A temporary or infrequent issue affecting a limited number of users. The product functions as intended but an issue has been encountered that is not meeting the Client's business needs.

Level 3 – Major. A level 2 can be downgraded to a level 3 if an acceptable workaround can be provided. This includes anomalies in the system function or administration which requires assistance.

Level 2 – Critical. Significant loss of functionality with hardware or software where a work around is not acceptable.

Level 1 – Down. This is reserved for Production issues and reflects a total loss of system or system functionality.

- 6. Response Time Standards for Severity Levels. Any problem may be subject to escalation. If Conduent determines that a problem is a Level 1 problem, it allows the support center personnel the maximum identified response time to access the system and diagnose and remedy the problem situation. Support management reviews call logs and in-process problems twice daily. If insufficient progress is being made, Conduent will dispatch its closest field personnel to the Client site. Once personnel reach the site, they will stay until the problem is resolved.

Level 1— Call back within 15 minutes.

Level 2 —Call back within 15 minutes

Level 3 —Call back within 8 business hours

Level 4 —Call back within 12 business hours

- 7. Conduent will provide access to all scheduled training classes during the Term of this Agreement. Education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
- 8. Conduent is responsible for all System software updates and will deploy updates to Client as they are released. Maintenance releases will be deployed remotely, during non-business hours, over a high-speed VPN network.
- 9. The System is eligible for Maintenance only so long as such System is unmodified by Client. Maintenance does not include installation or maintenance of applications or devices external to the System or any services required due to Client's unauthorized modification, combination of the System with other software applications or other causes external to the System. Maintenance does not include technical support of applications developed by Client.
- 10. All requests for enhancements to the product will be handled as change requests upon discussion and mutual agreement between Conduent and the Client. An enhancement is defined as adding new

functionality or changing existing functionality in a way that makes the software application more efficient, faster, more useful and/or more desirable.

CLIENT RESPONSIBILITIES

1. Client shall reasonably maintain the System in accordance with the environmental specifications of the equipment on which the System runs.
2. Client will frequently backup all data associated with the System.
3. Client agrees that any new release, upgrade, or other software provided to Client under Maintenance shall be deemed Conduent Intellectual Property under the terms of the applicable System License Agreement and Client shall comply with such terms.
4. Client understands and agrees that successful implementation of System releases requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
5. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.
6. Client agrees to allow Conduent to schedule a Conduent support person to be on the Client site for all System installations.
7. Client will provide printer ribbons, toner cartridges, printer paper, electricity, and magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Conduent.
8. Client will provide a medium speed connection to the internet (VPN or equivalent for remote access and reasonable speed for on-site) of sufficient bandwidth to do database replication and support.
9. In the event of downtime determined by Conduent to have been caused by virus contamination of the System or traceable by Conduent to Client-installed software, Client agrees to pay Conduent for restoration of the System at the current Conduent hourly labor rate (\$150 per hour on the Effective Date of this Agreement and subject to change to reflect increased costs of labor and materials).

B. ACCEPTANCE AND TESTING

1. Client shall have ten (10) business days after notification by Conduent that the System is ready for acceptance to inspect and accept the System delivered and installed by Conduent or decline to accept the System.
2. If Client declines to accept all or any part of the System, Client will provide Conduent a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
3. Client will indicate acceptance of the System in writing. However, if Client fails to decline to accept the System and deliver a written list of deficiencies to Conduent within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client.

4. Client understands and agrees that minor defects (i.e., defects that do not inhibit the System from operating in substantial accordance with Conduent specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Conduent as part of ongoing warranty or maintenance of the System.

C. PAYMENT AND RATES

Conduent will invoice Client for the Services based on the following price schedule. The annual maintenance fee set forth below is payable in advance.

Services	Price
Maintenance for Conduent AgileFlow Records Manager	\$79,800 per year



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	18-597	Contact:	Mark Hummel, 784-7908
Agenda date:	08/28/2018	Final Action:	
Title:	Approve an agreement with ACCO Engineered Systems, Inc. of Sacramento for \$1,683,345 for the Heating, Ventilation and Air Conditioning/Controls Replacement Project at 2500 Clay Bank Road in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Estimated Project Costs Summary		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve an agreement with ACCO Engineered Systems, Inc. of Sacramento for \$1,683,345 for the Heating, Ventilation and Air Conditioning/Controls Replacement Project at 2500 Clay Bank Road in Fairfield; and
2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved budget.

SUMMARY:

The Department of General Services recommends the Board approve an agreement (Attachment A) for \$1,683,345 with ACCO Engineered Systems, Inc. (ACCO) as the lowest responsible bidder for the Heating, Ventilation and Air Conditioning/Controls Replacement Project (Project) located at 2500 Clay Bank Road in Fairfield.

FINANCIAL IMPACT:

The total approved budget for the Project is \$2,100,000 funded by the Capital Renewal Reserve Fund and budgeted in Accumulated Capital Outlay Budget Unit 1693. Attachment B provides a summary of the estimated project cost and funding sources for the Project.

DISCUSSION:

The Project consists of replacing five heating, ventilation and air conditioning units at the Women's Inmate Housing areas of the Claybank Detention Facility. In addition, existing pneumatic controls will be replaced with digital controls to provide more efficient heating and cooling.

The Project was advertised as required by Public Contract Code. A single bid was received from ACCO in the amount of \$1,998,800. The final contract price was negotiated with ACCO as the sole bidder per the bid specification. The contract is based upon the negotiated base scope to align the contract award with available funding, resulting in a contract award value in the amount of \$1,683,345.

ALTERNATIVES:

The Board could reject, postpone, or re-bid the project. These actions are not recommended since the condition of the existing equipment is deteriorating and needs to be replaced.

OTHER AGENCY INVOLVEMENT:

The Department of Resource Management/Building Division reviewed and approved the Project plans. County Counsel has approved the construction contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



RECEIVED

Claybank HVAC/Controls Replacement Solano, CA

AUG 02 2018

**CONTRACTS DEPT
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is made as of the 28 day of August, 2018 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and ACCO Engineered Systems, Inc. (referred to as "Contractor") for the following Project:

The Project: **Claybank HVAC/Controls Replacement Project**

Architect/Engineer: Stanton Engineering
1819 K Street, Suite 250
Sacramento, CA 95811

The Owner and the Contractor agree as set forth below:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract documents consist of this Agreement, the General Conditions, Contractor's proposal dated July 23, 2018, and those documents enumerated in Sub-paragraph 1.1.1 of the General Conditions, which documents are incorporated into and made a part of this Agreement

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for **CLAYBANK HVAC/CONTROLS REPLACEMENT PROJECT, Fairfield, CA.**

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence no later than five (5) calendar days after the Notice to Proceed is issued to the Contractor, and shall be carried out and completed according to the schedule set forth in Document 00 73 00/ Supplementary Conditions, Section 00 11 00/ Notice to Bidders and Section 01 32 16/ Construction Progress Schedules and Reports.

The Contractor agrees that the Work will be substantially completed in 180 calendar days from the Notice to Proceed. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the 210 calendar days provided above.



ARTICLE 4
CONTRACT SUM

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, a total Contract Sum of \$1,683,345.

SD
MP

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Project Certificates for Payment issued by the Project Manager/Architect, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety-five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work.

The remaining retention would be held until 35 days after the Notice of Completion is filed with the Solano County Recorder's Office and completed according to Section 01 77 00/ Contract Closeout Procedures.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed, the Architect has issued a Project Certificate for Payment which approves the final payment due the Contractor, Board of Supervisors of Solano County has formally accepted the project as complete by Resolution and Notice of Completion filed by the County Recorder's Office.

ARTICLE 7
MISCELLANEOUS PROVISIONS

Terms. Terms used in this Agreement, which are defined in the Document 00 72 00/ General Conditions of the Contract for Construction, shall have the meanings designated in those Conditions.



Notices. Notices shall be addressed as follow:

OWNER:
COUNTY OF SOLANO
Birgitta E. Corsello, County Administrator
675 Texas Street, Suite 2500
Fairfield, CA 94533

CONTRACTOR:
ACCO Engineered Systems Inc.
Carlton Seyforth
9290 Beatty Drive
Sacramento, CA 95826

Prevailing Wages. The Contractor agrees that State Prevailing Wages apply to this Project and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Payroll Submittal Information attached as Section 00 45 46 - Payroll Information is incorporated as if set forth in full and is a part of this Contract. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.

Execution of Contract 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.

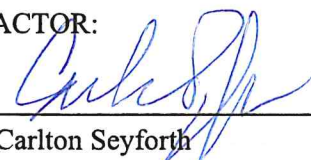
ARTICLE 8
EXECUTION OF AGREEMENT

The parties have executed this Agreement as of the day and year first above written.

COUNTY:

By: _____
Birgitta E. Corsello, County Administrator

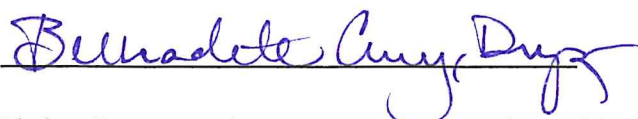
CONTRACTOR:

By: 

Carlton Seyforth
ACCO Engineered Systems, Inc.

APPROVED AS TO FORM:
County Counsel of Solano County, California

Carlton Seyforth, Assistant Secretary

By: 

NOTE: If the Contractor is a corporation, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing this Agreement to do so for the Corporation

**Heating, Ventilation and Air Conditioning/Controls Replacement Project
2500 Clay Bank Road, Fairfield**

Project Funding Source

Capital Renewal Reserve	\$	2,100,000
Total Project Budget		\$ 2,100,000

Construction Expense

Construction Cost	\$	1,683,345
Engineering, Design, and Project Management	\$	200,000
Permits / Inspections	\$	7,195
Contingency	\$	201,960
Miscellaneous Expense (Advertising, Prints, Mailing, etc)	\$	7,500
Estimated Project Cost		\$ 2,100,000



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	21	Status:	Consent Calendar
Type:	Notice of Completion	Department:	Resource Management
File #:	18-580	Contact:	Bill Emlen, 784-6062
Agenda date:	08/28/2018	Final Action:	
Title:	Approve the Notice of Completion for the Regional Transportation Impact Fee (RTIF) Safety Improvement Project 2017 by Chrisp Company for a final cost of \$336,216		
Governing body:	Board of Supervisors		
District:	District 4, District 5 and District 3		
Attachments:	A - Notice of Completion		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors approve the Notice of Completion for the Regional Transportation Impact Fee (RTIF) Safety Improvement Project 2017 by Chrisp Company for a final cost of \$336,216.

SUMMARY/DISCUSSION:

On March 7, 2017 the Board authorized the Department of Resource Management to advertise for bids and to award and execute a contract with the lowest responsible bidder for the RTIF Safety Improvement Project 2017. This project consisted of signing and striping improvements at various locations. These improvements include but are not limited to thermoplastic striping and markings with enhanced wet/night visibility, LED signs, delineators, and low-profile rumble strips. Chrisp Company of Woodland, CA was the lowest responsible bidder at the bid opening held on September 28, 2017. A contract was awarded to Chrisp Company on October 3, 2017 and executed on October 13, 2017. All construction work on the project has been completed as of August 2018 in compliance with the contract plans and specifications.

Approval of the Notice of Completion allows the Department of Resource Management to make the final payment to the contractor.

FINANCIAL IMPACT:

The project was funded with \$305,331 in RTIF funds through joint agreement with the Solano Transportation Authority. Solano Irrigation District provided \$3,000 in reimbursement on a joint shoulder fix. The Road Fund provided the remainder \$27,885 in funds. There is no impact to the General Fund.

ALTERNATIVES:

The Board could choose to not approve the Notice of Completion for the project. This is not recommended, since it would delay the final payment to the contractor and all construction work has been completed in a satisfactory manner.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this item as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Recorded at request of the
COUNTY OF SOLANO

When recorded return to:

Department of Resource Management
Public Works Engineering
675 Texas Street, Suite 5500
Fairfield, CA 94533

NOTICE OF COMPLETION
(Civil Code § 3093)

NOTICE IS GIVEN THAT:

1. The County of Solano owns in fee, or has an interest in as designated below, that certain real property situated in the County of Solano, State of California, and described as follows:

Midway Road, Pitt School Road, Porter Road, Robben Road, Batavia Road, Fry Road, Hawkins Road, Pedrick Road, Lewis Road, Hawkins Road, Vaughn Road, Meridian Road, Dixon Ave East Road, Vaca Valley Road, Pleasants Valley Road, Green Valley Road, and Rockville Road

2. The County of Solano did on the **13th of October, 2017**, entered into a contract for the construction of the **RTIF Safety Improvement Project 2017** by Chrisp Company. ("Contractor") upon the real property described above, the contract having been filed in the Office of the Solano County Recorder, State of California, on the **19th of October, 2017** as **Instrument No. 201700090147**.
3. The work of improvement, as a whole, was completed by the Contractor on the **28th of August, 2018**, the Board of Supervisors of Solano County having made and entered this resolution accepting the contract on that date.
4. The name and address of the owner of the property is **County of Solano, 675 Texas Street, Suite 5500, Fairfield, CA 94533** and the nature of the title to the property is **FEE**.

State of California}
County of Solano}

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

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

Attested:

By _____
Jeanette Neiger, Chief Deputy Clerk
Solano County Board of Supervisors

Date



Solano County

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

Agenda Submittal

Agenda #:	22	Status:	Consent Calendar
Type:	Resolution	Department:	Resource Management
File #:	18-589	Contact:	Jahniah McGill, 784-3319
Agenda date:	08/28/2018	Final Action:	
Title:	Adopt a resolution declaring September 2018 as Food Safety Education Month		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes _____ No <u>X</u>			
Public Hearing Required?	Yes _____ No <u>X</u>			

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors adopt a resolution declaring September 2018 as Food Safety Education Month.

SUMMARY:

September 2018 is designated as National Food Safety Education Month by the National Restaurant Association Educational Foundation's International Food Safety Council. This campaign has been sponsored since 1994 to emphasize the importance of food safety education within the foodservice industry to prevent foodborne illness. During the month of September, this event is used by many private and public organizations, including the National Restaurant Association and Federal, State and local regulatory agencies to promote public health protection through safe food handling practices. This collaborative effort includes the restaurant industry and the Department's Environmental Health Specialists with a focus on the culture of food safety at the operational level by observation and training of local restaurant kitchen operators.

FINANCIAL IMPACT:

The cost of preparing this report is borne by the department and is minimal. Approximately \$500 is allocated to print the handouts and posters. The department recovers cost for managing the retail food protection program through fees for permits and plan review. Cost associated with activity in support of National Food Education Month (inspections, educational outreach and printing/distribution of flyers) is included in the department's FY2018/19 Adopted Budget.

DISCUSSION:

Since 2004 the County has been a member of a regional partnership program with other local environmental health agencies, including those from Alameda, Contra Costa, Sacramento, San Mateo, Santa Clara and Sonoma counties, sponsored by the United States Food and Drug Administration (FDA). The goal of this FDA

regional partnership program is to increase safe food handling practices at retail food facilities by improving local implementation of the retail food inspection program. In conjunction with National Food Safety Education Month, many of the members of this FDA regional partnership program conduct educational campaigns in September to emphasize the importance of food safety in the prevention of foodborne illness.

During September 2018, staff will be performing inspections focusing on hot and cold holding temperatures and proper cooling techniques at over 300 food establishments, especially those with a higher potential for foodborne illness due to the complexity of their food preparation activities. The department decided to use temperatures as our focus during the National Food Safety Education Month as it is our most noted violation within our food establishments in Solano County. During these focused inspections, staff will interview food establishment kitchen staff and observe their practices to determine their understanding of temperatures and cooling practices as they relate to foodborne illness; this will also allow staff to monitor for best management practices in an inspection tailored to these topics. Continuing our history of educating the regulated community and our partners, staff will also distribute posters and handouts about the temperature danger zone and proper cooling techniques for display in preparation areas to all food facilities inspected.

Last year during September 2017, the department participated in our initial campaign focused on food temperatures and cooling techniques which resulted in 222 inspections at food establishments. During these inspections, staff distributed educational handouts, which included temperature danger zone posters, storyboards on foodborne illness prevention and cooling handouts to these establishments. This initial campaign resulted in increased awareness of proper cooling techniques, and our goal this year is to see the knowledge from previous year's event result in fewer cooling and temperature violations during routine inspections.

ALTERNATIVES:

The Board of Supervisors could choose not to issue a resolution declaring September 2018 as Food Safety Education Month. This is not recommended as such a resolution will support local and regional efforts to promote public health through food safety education and food safety operational awareness.

OTHER AGENCY INVOLVEMENT:

The Department of Resource Management is also coordinating outreach activities with the Solano County Health and Social Services Department, Public Health Services Division and the County Administrators Office to provide information to media and the public on proper hot and cold holding temperatures and cooling; and its role in preventing illness. Solano County Health and Social Services Department, Public Health Service Division will be posting flyers on the temperature danger zone and proper cooling practices on their web site, at Family Health Services Clinics in Fairfield and Vallejo, and at WIC program offices in Fairfield, Vacaville, and Vallejo. Public Health Nurses will also provide temperature danger zone flyers to families when they conduct home visits to new moms, newborns, and families. Solano Public Health estimates that hundreds of Solano County residents will receive the important message about proper temperatures for food storage and cooling through these outreach efforts in September.

County Counsel was consulted during preparation of the Resolution.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2018-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEPTEMBER 2018 AS FOOD SAFETY EDUCATION MONTH

WHEREAS, the Solano County Board of Supervisors considers the health and well-being of its residents and visitors its highest priority; and

WHEREAS, the National Restaurant Association Educational Foundation has designated September 2018 as National Food Safety Education Month to emphasize the importance of food safety education within the foodservice industry; and

WHEREAS, many public and private organizations and regulatory agencies are coordinating activities during September 2018 to raise awareness of safe food handling practices at home and the workplace; and

WHEREAS, the Department of Resource Management performs food safety inspections at the 3,352 food facilities permitted in Solano County that include educating operators on proper food handling practices such as proper hot and cold holding temperatures and cooling techniques; and

WHEREAS, throughout September 2018, the Department of Resource Management will be coordinating with other bay area and central valley county environmental health agencies and the United States Food and Drug Administration to educate retail food facility operators and the public on the importance of proper food temperatures in food protection and illness prevention by focusing on the temperature danger zone and proper cooling techniques; and

WHEREAS, throughout September 2018, the Health and Social Services Department, Public Health Services Division is partnering with the Department of Resource Management to promote public health protection by posting flyers on the temperature danger zone at clinics and WIC offices, and by distributing food safety flyers to families during home visits; and

WHEREAS, on behalf of the residents and visitors of Solano County, we are pleased to join with local, state and federal agencies, to ensure safe food handling practices and to promote public health, especially through proper hot and cold holding temperatures and cooling in Solano County.

RESOLVED, that the Solano County Board of Supervisors declare September 2018 as Food Safety Education Month.

Dated this 28th day of August, 2018

JOHN 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 #:	23	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	18-558	Contact:	Erin Hannigan, 553-5363
Agenda date:	08/28/2018	Final Action:	
Title:	Approve the reappointment of Erin Bakke to the Solano County Arts Council, representing District 1, for a term to expire on February 1, 2020		
Governing body:	Board of Supervisors		
District:	District 1		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Hannigan requests that the Board of Supervisors approve the reappointment of Erin Bakke to serve on the Solano County Arts Council, representing District 1, for a term to expire on February 1, 2020.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	24	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	18-596	Contact:	Jim Spring, 784-6136
Agenda date:	08/28/2018	Final Action:	
Title:	Approve the appointment of Samuel White to the In Home Supportive Services Advisory Committee, representing District 3, for a term to expire on August 28, 2022		
Governing body:	Board of Supervisors		
District:	District 3		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Spring requests that the Board approve the appointment of Samuel White to the In Home Supportive Services Advisory Committee, representing District 3, for a term to expire on August 28, 2022.

SUMMARY:

The In Home Supportive Services Advisory Board provides ongoing advice and recommendations regarding IHSS services and the Public Authority to the Board of Supervisors.

Mr. Samuel White has served previously on the IHSS Advisory Committee and desires to continue in this capacity.

FINANCIAL IMPACT:

There is no financial impact associated with this appointment. The costs associated with preparing the agenda item is nominal and absorbed by District 3's FY2018/19 Adopted Budget.

ALTERNATIVES:

The Board can choose not to appoint Mr. Samuel White to the In Home Supportive Services Advisory Committee. This is not recommended as Mr. Samuel White is qualified and has a desire to serve in this capacity.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	25	Status:	Regular Calendar
Type:	Legislation	Department:	County Administrator
File #:	18-606	Contact:	Michelle Heppner, 784-3002
Agenda date:	08/28/2018	Final Action:	
Title:	Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County and items discussed at the Board's Legislative Committee on August 20, 2018		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Federal Legislative Update, B - 2018 Statewide Ballot Measures		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes _____	No <u>X</u>		
Public Hearing Required?	Yes _____	No <u>X</u>		

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive an update from staff and the County's State Legislative Advocate on State and Federal legislation of interest to the County and items discussed at the Board's Legislative Committee on August 20, 2018.

SUMMARY:

Staff will provide an overview of items discussed at the Board's Legislative Committee on August 20, 2018. The County's Legislative Advocate, Karen Lange of Shaw/Yoder/Antwih, Inc., will provide a verbal update on developments at the Capitol and key legislation of interest to the County. The informational items before the Board were reviewed by the County's Legislative Committee and are discussed individually in the discussion section below.

FINANCIAL IMPACT:

The legislative program is designed to result in additional funding and cost avoidance relative to Solano County. The cost of preparing this report and compiling the information is a General Fund cost covered in the County Administrator's administration budget.

DISCUSSION:

The County's Legislative Committee Members, Supervisor Erin Hannigan and Supervisor John Vasquez met on August 20, 2018 to discuss both Federal and State issues. Joe Krahn of Paragon Government Relations, the County's Federal Legislative Advocate and Karen Lange of Shaw/Yoder/Antwih Inc., the County's State legislative advocate participated in the meeting as well.

The County's August 20, 2018 Legislative Committee agenda included a Federal update (Attachment A) and State update which will be provided verbally at the Board meeting. Attachment B includes a list of all the 2018 Statewide Propositions that have qualified for the November 6, 2018 ballot and will be included in the verbal State update. Below is a link to the August 20, 2018 Legislative agenda.

[<https://admin.solanocounty.com:4433/civicax/filebank/blobdload.aspx?BlobID=28996>](https://admin.solanocounty.com:4433/civicax/filebank/blobdload.aspx?BlobID=28996)

Also on the agenda was a discussion item from the Association of Bay Area Governments (ABAG) encouraging the County to consider signing on to the Bay Area Air Quality Management District's (BAAQMD) "Diesel Free by '33" campaign which stemmed from an event that will be hosted during Governor Jerry Brown's Climate Summit September 10-14, 2018.

The "Diesel Free by '33" campaign is aimed at eliminating diesel emissions and black carbon in local communities throughout California. The BAAQMD put a call out to the 101 cities throughout the Bay Area and beyond to commit to going diesel free in their cities by 2033. The ABAG staff report and the BAAQMD's "Summary of Available Zero-Emission Technologies and Funding Opportunities" document is contained in the Legislative Committee agenda for August 20, 2018.

Supervisor Hannigan introduced the item noting the request came from the ABAG. Following a discussion on the Diesel Free by '33 initiative, the Legislative Committee requested staff return in mid-October with additional information including impacts to Solano County. The next Legislative Committee meeting is scheduled for October 15, 2018.

Staff also provided an update on the County's process and timeline for developing the 2019 Federal and State Legislative Platform which is also included in the Legislative Committee agenda for August 20, 2018. Staff anticipates bringing the 2019 Proposed Platform to the Board in Mid November but no later than early December.

Federal Legislative Update

Fiscal Year 2019 Appropriations Update

With a little more than one month remaining before the October 1 start of the new fiscal year, lawmakers have made considerable progress on the various appropriations bills that comprise the federal budget. To date, the House has approved the following spending measures: Interior-Environment; Financial Services and General Government; Energy and Water Development (E&W); Military Construction-Veterans Affairs (MilCon-VA); Legislative Branch; and, Defense. The six remaining funding bills have been cleared by the House Appropriations Committee and are awaiting floor action.

Across Capitol Hill, the upper chamber has passed a total of seven spending measures (Interior; Financial Services; Transportation-HUD; Agriculture; E&W; MilCon; and, Legislative Branch). A combined Defense and Labor-HHS-Education funding package is currently on the floor of the Senate and is expected to be approved sometime in August. Like its House counterpart, the Senate Appropriations Committee has successfully cleared all 12 spending bills.

Despite the progress to date, lawmakers are facing several major hurdles in their bid to complete the fiscal year 2019 budget. Not only are there significant differences between the House and Senate appropriations bills in terms of individual programmatic spending levels, a number of controversial policy riders added by House GOP leaders are expected to bog down this fall's negotiations, including language that would shield the California WaterFix project from federal or state legal challenges.

One issue that could bring the appropriations process to a grinding halt is debate over funding for President Trump's border wall. In fact, the president has threatened a government shutdown if lawmakers do not approve his \$5 billion request. While House Republicans have acquiesced to the administration's demands, the Senate's Homeland Security spending legislation recommends only \$1.6 billion for the wall. Incidentally, the president's request is a nonstarter for Democrats, particularly in the absence of a permanent solution to the expired Deferred Action for Childhood Arrivals (DACA) program.

With this and other potential roadblocks ahead, House and Senate leaders are eager to wrap up as many of the spending bills as possible before October 1. Additionally, at this point, there appears to be no appetite on Capitol Hill for a complete government shutdown, especially so close to the midterm elections. Accordingly, a short-term continuing resolution (CR) is likely to be approved by lawmakers.

Legislative Outlook

In addition to the fiscal year 2019 budget, lawmakers will be attempting to complete action on several other major items this fall. Among other bills, members of Congress will be looking to pass a long-term reauthorization of the Water Resources Development Act (WRDA), a multi-year rewrite of the Federal Aviation Administration (FAA), and a renewal of the National Flood Insurance Program (NFIP).

Lawmakers also will be attempting to put the finishing touches on a Farm Bill reauthorization package. Both chambers have approved their respective versions of the bill (HR 2, S 3042), with a formal conference committee expected to commence this fall.

DOI Directive – California Water Infrastructure

On August 17, Interior Secretary Ryan Zinke issued an intra-department directive addressing various aspects of California water policy. Pursuant to the secretary's memorandum, the Bureau of Reclamation, the U.S. Fish and Wildlife Service, and the Interior solicitor are tasked with jointly developing and providing the Deputy Secretary of the Interior with an initial plan of action that provides administrative, legislative, and legal options for maximizing water supplies to Central Valley Project (CVP) contractors.

Among other measures, the aforementioned offices within the Interior Department must recommend options for: streamlining federal environmental laws; constructing new water storage; identifying and making infrastructure improvements necessary to independently operate the CVP; reassessing legal interpretations; resolving issues with the State of California regarding the CA WaterFix project; and, preparing legislative and litigation measures that may be taken to maximize water supply deliveries.

Within 10 days of receiving the initial plan, the Deputy Secretary is charged with providing Secretary Zinke with a final recommendation for action. It remains to be seen if the Department will be able to adhere to the aggressive timeline laid out in the memorandum.

2018 Statewide Ballot Measures

Proposition #	Title	Summary	CSAC Position
Proposition 1	SB 3: Veterans and Affordable Housing Bond Act of 2018	Authorizes the issuance of \$4 billion in general obligation bonds for affordable housing programs and a veteran's homeownership program.	Support
Proposition 2	AB 1827: No Place Like Home Act of 2018	Provides for voter ratification and approval of the "No Place Like Home" program to fund grants to counties for permanent supportive housing aimed at people experiencing homeless and living with mental illness.	<i>Pending</i>
Proposition 3	Authorizes Bonds to Fund Projects for Water Supply and Quality, Watershed, Fish, Wildlife, Water Conveyance, And Groundwater Sustainability and Storage.	Provides \$8.8 billion in general obligation bonds to finance various water-related projects and includes: \$2.355 billion for watershed protection and restorations; \$750 million for improvements in safe drinking water; \$750 million for repairs to the Friant Kern Canal; and \$675 million for improving groundwater sustainability and storage. It also includes \$400 million for counties and cities for stormwater and urban dry runoff projects in disadvantaged communities. Contains prohibition on the use of bond funds for Delta tunnels.	<i>Pending before CSAC Executive Committee</i>
Proposition 4	Authorizes Bonds Funding Construction at Hospitals Providing Children's Care,	Proposes a \$1.5 billion bond for capital improvement programs at the 13 children's hospitals as well as selected other hospitals that provide services for children eligible for the California Children's Services (CCS) program.	<i>None</i>
Proposition 5	Changes Requirements for Certain Property Owners to Transfer their Property Tax Base to Replacement Property.	Expands Proposition 13 by allowing homeowners 55 years and older and/or severely disabled to take their existing property tax assessment wherever they move within California.	<i>Oppose</i>
Proposition 6	Eliminates Recently Enacted Road Repair and Transportation Funding by Repealing Revenues Dedicated for those Purposes. Requires any Measure to Enact Certain Vehicle Fuel Taxes and Vehicle Fees be Submitted to and Approved by the Electorate.	Eliminates SB 1 transportation taxes for state and local projects and requires voter approval to impose, increase, or extend excise and sales taxes on gasoline and diesel, as well as taxes on vehicles.	<i>Oppose</i>

Proposition #	Title	Summary	CSAC Position
Proposition 7	AB 807: Daylight Savings Time	Repeals the Daylight Saving Time Act to eliminate the twice-yearly one-hour change of time.	<i>None</i>
Proposition 8	Authorizes State Regulation of Kidney Dialysis Clinics. Limits Charges for Patient Care.	Limits the amount outpatient kidney dialysis clinics may charge for patient care and imposes penalties for excessive charges. Requires annual reporting to the state regarding clinic costs, patient charges, and revenue. Prohibits clinics from discriminating against patients based on the source of payment for care.	<i>None</i>
Proposition 10	Expands Local Governments' Authority to Enact Rent Control on Residential Property.	Allows cities and counties to enact rent control by repealing the Costa-Hawkins Rental Housing Act of 1995.	<i>None</i>
Proposition 11	Requires Private-Sector Emergency Ambulance Employees to Remain on Call During Work Breaks. Changes Other Conditions of Employment.	Requires on-call meal and rest breaks for private-sector emergency medical technicians and paramedics, which can be employed by or contracted for counties.	<i>None</i>
Proposition 12	Establishes New Standards for Confinement of Certain Farm Animals; Bans Sale of Certain Non-Complying Products.	Phases in new requirements over the next several years that increase the minimum size of restrictive enclosures used by California farmers to confine egg-laying hens, breeding pigs, and calves raised for veal. Additionally, it prohibits businesses from buying or selling liquid eggs, pork, and veal that were produced from animals confined in more restrictive enclosures are out of compliance.	<i>None</i>



Solano County

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

Agenda Submittal

Agenda #: 26
Type: Contract
File #: 18-568
Agenda date: 08/28/2018
Status: Regular Calendar
Department: County Administrator
Contact: Birgitta Corsello, 784-6100
Final Action:
Title: Consider submittal of the draft joint application of Napa and Solano Counties to the California Department of Aging to form a new Area Agency on Aging for Planning Service Area 28; Consider approving a draft Joint Exercise of Powers Agreement between Napa and Solano Counties to establish a new Area Agency on Aging for Planning Service Area 28; Authorize the County Administrator to sign the application documents; and Accept the initial start-up period (9 months) draft budget
Governing body: Board of Supervisors
District: All
Attachments: A - CDA Letter, B - AAA Application and Exhibits, Minute Order

Date:	Ver.	Action By:	Action:	Result:
08/14/2018	1	Board of Supervisors	Continued	

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

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends that the Board of Supervisors:

1. Consider submittal of the draft joint application of Napa and Solano Counties to the California Department of Aging to form a new Area Agency on Aging for Planning and Service Area 28; and
2. Consider approving a draft Joint Exercise of Powers Agreement between Napa and Solano Counties to establish a new Area Agency on Aging for Planning Service Area 28; and
3. Authorize the County Administrator to sign the application documents; and
4. Accept the initial start-up period (9 months) draft budget.

SUMMARY/DISCUSSION:

On May 22, 2018 the Board of Supervisors approved seeking designation for Planning and Service Area 28 (Napa and Solano Counties) for Older American Act (OAA) services and Snap-Ed services. On June 7, 2018, the California Department of Aging (CDA) responded to Solano County's letter of intent and explained the process for Napa and Solano counties to submit a joint proposal (Attachment A - CDA Letter). Once received, CDA has 30 days to review the application proposal and may require revisions. The draft application to CDA is attached (Attachment B - Application). Staff will return to the Board with the final application document once it is reviewed by the State. On Friday August 17, 2018, Napa County Executive Officer notified the Solano County Administrator that Solano should be the lead agency, which was affirmed by the Napa Board of Supervisors on August 21, 2018. Therefore, the attached documents are revised to reflect this change.

Concurrently, staff from both counties have been working on a Joint Exercise of Powers Agreement (Exhibit F

of Attachment B) which includes the request by the Solano County Board of Supervisors to add an alternate to the at-large Oversight Board member with staff's recommendation that the primary and alternate will annually rotate voting membership; and the Napa County Board of Supervisors request to add alternates to the remaining Oversight Board members. Napa County also requested the addition of language in Exhibit A4 regarding potential audit findings. Not included pending direction from the Solano Board of Supervisors, but requested by the Napa Board of Supervisors, is the addition of a minimum 2 year term requirement for each County's Oversight Board City Council member and 4 year terms for each County's senior community (60+) and at large members. The Joint Exercise of Powers Agreement does not include any other significant modifications from the version provided to the Board of Supervisors on August 7, 2018. Counsel from both counties has reviewed the draft agreement.

FINANCIAL IMPACT:

The FY2018/19 Approved Budget appropriated \$51,030 for the Solano County required match for OAA services. The draft budget prepared by Napa County and presented to the Board on August 7, 2018 included an additional Solano County contribution of up to \$70,000 and an additional Napa County contribution of up to \$25,000. The updated budget for the initial year FY2018/19 (Exhibit D of Attachment B) proposes increases to both counties' contributions: \$81,519 for Solano County and \$29,406 for Napa County for the first 9 months (through June 30, 2019) for a total initial year cost of \$132,549 for Solano County and \$48,376 for Napa County. For FY2019/20 the preliminary budget estimate is an additional contribution of \$114,992 for Solano County and \$41,481 for Napa County for a total of \$166,022 for Solano County and \$60,451 for Napa County. The higher pro rata contribution in the first fiscal year is due to start up costs associated with creating a new area plan and issuing RFP's and contracts for providers. The ongoing portion of the budget remains under negotiation with Napa County. It is anticipated that Health & Social Services can absorb the additional cost start-up costs within its FY2018/19 Approved Budget General Fund contribution. However, the status of the H&SS' General Fund contribution expenditures will be evaluated at Mid-year and, if necessary, the County Administrative Office will request additional appropriations.

There is an additional financial impact to those county departments who are monitoring the AAoA transition to CDA and planning for the transition to a new agency. Identified staff at this time includes staff from the County Administrator's Office, the Department of Health and Social Services - Public Health Division and Older and Disabled Adult Services Bureau, and County Counsel.

ALTERNATIVES:

If the Napa County Board of Supervisors does not approve the draft Joint Exercise of Powers Agreement or draft budget, County staff will work with Napa County to finalize a revised agreement or budget and return to the Board with an alternate agreement or budget.

The Board could choose not to approve the draft initial year budget; however, Solano County staff have reviewed the start-up budget and believes the budget to be reasonable given the mandated start-up requirements. The budget for ongoing years remains under negotiation with Napa County.

OTHER AGENCY INVOLVEMENT:

The County of Napa, Solano County Health and Social Services, Public Health Division and Older and Disabled Adult Services Bureau staff, County Counsel, and the California Department of Aging.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

CALIFORNIA DEPARTMENT OF AGING

1300 NATIONAL DRIVE, SUITE 200
SACRAMENTO, CA 95834
Internet Home Page www.aging.ca.gov
TTY 1-800-735-2929
FAX 916-928-2267
TEL 916-419-7500



June 7, 2018

John M. Vasquez, Chair
Solano County Board of Supervisors
675 Texas Street, Suite 6500
Fairfield, CA 94533-6352

Dear Supervisor Vasquez:

Subject: Area Agency on Aging Designation

The California Department of Aging (CDA) is in receipt of your letter expressing intent to jointly seek the designation of the Area Agency on Aging (AAA) for the Planning and Service Area for Napa and Solano (PSA 28) with Napa County.

Pursuant to Title 22 of the California Code of Regulations, Section 7206(e), you have 60 days from June 8, 2018, in which to submit a detailed proposal to CDA. The attached document provides specific and detailed information which the joint proposal must contain demonstrating both entities' ability to fulfill the federally mandated requirements. Also, your proposal must contain sufficient documentation to enable CDA to make a determination that both entities would be able to successfully function as a AAA.

Please submit your detailed proposal by August 8, 2018 to:
California Department of Aging
1300 National Drive, Suite 200
Sacramento, California 95834
Attn: Mary Sibbett

Upon receipt of your application, CDA will have 30 days to review and respond to your proposal.

Meanwhile, thank you for your interest in becoming the AAA for PSA 28. If you have any questions regarding your application, please contact Mary Sibbett, Program & Monitoring Manager at 916-419-7557 or Mary.Sibbett@aging.ca.gov.

Sincerely

A blue ink signature of Dean Fujimoto, written in a cursive style.

Dean Fujimoto, Deputy Director
Long-Term Care & Aging Services Division

cc: Birgetta Corsello, County Administrator
Napa County Board of Supervisors

Enclosures (2): Instructions, Exhibit D

Instructions for Preparing a Proposal for Designation of a New Area Agency on Aging for Planning and Service Area 28

This document is to provide guidance on preparing a proposal for the designation of a new Area Agency on Aging (AAA) for Planning and Service Area (PSA) 28.

Contents of Proposal and Documentation

The contents of the proposal shall contain the following documentation:

Financial Records

Financial records demonstrating the applicant's capability to provide programs for older individuals consisting of the following:

- Results of the most recent Single Audit of Napa and Solano Counties
- A summary of the most recent budget for Napa and Solano Counties
- A detailed budget for the proposed AAA

Organizational Structure

The organizational structure demonstrating the proposed lead agency's ability to manage programs for older individuals including the following:

- An organizational chart for Napa and Solano Counties, with the relationship to the new AAA
- The organizational structure for the new AAA, itself
- The location of the new AAA Governing Board within the county organizational structure
- The proposed composition of the new Governing Board
- The location of the new Advisory Council within the county organizational structure
- Composition of the new Advisory Council, as contained in Title 22 California Code of Regulations Section 7302 (a) (11) – (12)

Facility

A description of the AAA facility demonstrating:

- Compliance with Americans with Disabilities Act; accessibility to older individuals with disabilities
 - Space sufficient to accommodate the numbers of older individuals who will be utilizing the facility's programs if services will be provided onsite by the AAA
 - Location convenient and central to the population served
-

Contents of Proposal and Documentation, continued

Number and Qualifications of AAA Staff

A description of the number and qualifications of staff, to demonstrate that the proposed agency employs or will hire sufficient staff to administer programs for older individuals as evidenced by:

- Copies of the job specifications/descriptions for all staff of the new AAA
- The Full-Time Equivalent, based on a 40-hour work week, for each position

Federal Assurances

A narrative describing the ability to meet the assurances as required in federal law as outlined in the CDA Standard Agreement Exhibit D Article II (enclosed).

Organizational Autonomy

A narrative describing how the new AAA will have the level of autonomy which will permit it to make significant impact on all programs for older individuals and adults with disabilities in PSA 28 and to carry out required planning and advocacy functions.

Submission of Proposal

Submit completed proposal to: Mary Sibbett, Policy Manager
Long-Term Care and Aging Services Division
California Department of Aging
1300 National Drive, Suite 300
Sacramento CA, 95834

Questions

Questions may be directed to: Mary Sibbett at Mary.Sibbett@aging.ca.gov or (928) 419-7557.

**Napa and Solano County
Joint Proposal to California Department
of Aging
Seeking Designation as the Area Agency
on Aging for the Planning and Service
Area for Napa and Solano (PSA 28)**



**A Tradition of Stewardship
A Commitment to Service**



Approved by Napa County Board of Supervisors August 28, 2018

Approved by Solano County Board of Supervisors August 28, 2018

INTRODUCTION:

In April 2018, the Area Agency on Aging for Napa and Solano, a non-profit organization, notified the State of California Department of Aging (CDA) that it would be relinquishing its designation as the Area Agency on Aging (AAA) for the Planning and Service Area for Napa and Solano (PSA 28), effective June 30, 2018. Both counties submitted letters of intent to CDA to seek the designation and this proposal is to continue the designation process by demonstrating both entities' abilities to fulfill the federally mandated requirements.

FINANCIAL RECORDS

Single Audit:

The most recent Single Audit for Napa County is attached as Exhibit A, and can be found here: <http://ca-napacounty.civicplus.com/ArchiveCenter/ViewFile/Item/511>

The most recent Single Audit for Solano County is attached as Exhibit B, and can be found here: <https://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=27957>

County Budget Summary:

The FY2018/19 Napa County Budget was adopted by the Board of Supervisors on June 19, 2018. The adopted budget is \$480 million, with the General Fund portion being \$195 million. The recommended budget can be accessed below:

<https://www.countyofnapa.org/DocumentCenter/View/8678/2018-2019-FY-Recommended-Budget?bidId>

The FY2018/19 Solano County Budget was adopted by the Board of Supervisors on June 19, 2018. The adopted budget is \$1.07 billion, with the General Fund portion being \$290 million. The recommended budget can be accessed below:

<https://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=28604>

Proposed budget for AAA:

See Exhibit C for the total funding available from CDA and Exhibit D for the proposed administrative budget. The match requirements for the administrative budget are based on the current population figures from CDA, found here:

<https://cda.ca.gov/docs/DataAndStatistics/Statistics/IFF/2018%20Population%20Demographic%20Projections.pdf>

ORGANIZATIONAL STRUCTURE

Exhibit E shows the new organizational structure.

Oversight Board:

The Oversight Board will consist of 7 members, as follows:

- One (1) member of the Board of Supervisors of each county, or its designees, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence.
- One (1) member of a City Council in each County, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence.
- One (1) member of the senior (60+) community in each County, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence.
- One (1) member at large from each County, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence, with one member a voting member and the other member a non-voting member, who shall rotate annually. The first voting member to be determined by the Oversight Board by lot, effective [January 1 or July 1]

Once established, the Governing Board will develop and approve a policy regarding approval of contracts, that will be used in conjunction with existing procurement policies of Solano County, as the lead administrative agency.

Advisory Council:

The Advisory Council will be made up of 16 members, with the Board of Supervisors in each County responsible for appointing 8. A majority of the Advisory Council members must be over the age of 60, and the Advisory Council should reflect the racial and ethnic diversity of the target population in Napa and Solano Counties as shown below (from the Area Plan for PSA 28 2017, which has been approved by CDA)

County	Total Population	White	Hispanic	Asian	Black	Native Hawaiian /Pacific Islander	American Indian	Other
Napa	141,624	74,069	50,481	10,713	2,627	252	484	2,998
Solano	437,309	167,214	116,062	62,481	62,315	3,495	1,869	23,873
PSA 28 Total	578,933	241,283	166,543	73,194	64,942	3,747	2,353	26,871
% of total population	100%	42%	29%	13%	11%	0.6%	0.4%	5%

In addition, the Advisory Council shall include the following:

- More than 50 percent older persons, including minority individuals, who are participants or who are eligible to participate in programs under 45 CFR 1321.57;
- Representatives of older individuals;

- Representatives of health care provider organizations, including providers of veteran's health care;
- Representatives of supportive services provider organizations;
- Family caregiver representative;
- Local elected officials
- Persons with leadership experience in the private and voluntary sectors; and
- The general public

The Advisory Council will be authorized and required to adopt and follow bylaws concerning, but not limited to: terms of membership, election of officers, frequency of notice of meetings, required attendance, conduct of Council and Council meetings, and removal or resignation of members. The bylaws and bylaw amendments shall be approved by the Oversight Board.

The AAA services will be administered through the Solano County Health and Social Services Department, Public Health Division, Older & Disabled Adults Services Bureau. Solano County Health and Social Services Department, Public Health Division, Older & Disabled Adults Services Bureau and the Comprehensive Services for Older Adults division of the Napa County Health and Human Services Agency will coordinate AAA activities and services through a Joint Exercise of Powers Agreement (Exhibit F) and respective program-level staff of both counties will communicate as needed to assure optimum service delivery

FACILITY

Both Napa County and Solano County are subject to the Americans with Disabilities Act (ADA), and are currently housed in locations that are accessible to all. In addition to taking such regulatory requirements into consideration for site selection, we also consider access to transit and locations that are convenient for the individuals accessing the services.

It is anticipated that all of the services being provided by the AAA will be contracted out through Solano County. Solano County will include appropriate language in the procurement and contract documents to ensure compliance with the ADA, as well as ensuring access for the population served.

NUMBER AND QUALIFICATIONS OF AAA STAFF

The AAA will have the following staff administering these programs. These assumptions break down the on-going staffing needs from the start-up staffing (through June 30, 2020) anticipated to implement this new program in a timely and efficient manner, to ensure continuity of services.

Health Services Administrator, Older and Disabled Adult Services Bureau, Public Health Division, Solano County Health and Social Services (AAA Director): The Health Services Administrator will combine AAA oversight duties with existing responsibilities. .10 FTE

Project Manager (Program Coordinator): A new Project Manager position will be created to provide planning and program monitoring activities as well as overall program coordination. 1.0 FTE

Staff Analyst: A new Staff Analyst position will be created to develop and provide budgetary information for overall program development and evaluation; analyze financial reports and trends; evaluate and recommend general fiscal procedures; review financial data on an ongoing basis; and prepare, review and analyze budget. The Accountant will report to the Staff Analyst. 1.0 FTE

Accountant (Fiscal Staff Services Analyst): A new Accountant position will be created to prepare and submit fiscal forms and documents, perform fiscal reviews, participate in budget development and monitoring, and act as the primary contact for fiscal site visits/audits. 1.0 FTE

Office Assistant II (Office Assistant): The Office Assistant II will combine AAA clerical duties with existing responsibilities. .10 FTE.

Health Education Specialist: The Health Education Specialist will be an extra help position to assist with outreach, stakeholder meetings, and other efforts related to the assessment process required for the next Area Plan update. Not to exceed \$40,000 through June 30, 2019. Not applicable in future years.

Registered Dietician Services will be provided through contracted services.

Audits will be conducted via an outside auditor at an hourly rate.

See Exhibits G-L for full job descriptions and Exhibit M for Administrative Organizational Chart.

FEDERAL ASSURANCES

Both Napa and Solano County currently provide services and have contracts through various state departments for Federal and State funding to support these services. As such, both Counties have agreed to these standard conditions in other contracts.

ORGANIZATIONAL AUTONOMY

The Mello-Granlund Older Californians Act (Welfare and Institutions Code Section 9400, et seq) requires that each AAA area plan include developing home-and community-based systems of care that maintain individuals in their own homes or least restrictive environment, providing better access to these services through information and referral, outreach, and transportation, and advocating for the elderly on local, state, and national levels. In addition, W&I Code Section 9400(g)(10) states that the AAA shall “be directed by leaders in the community who have the respect, capacity, and authority necessary to convene all interested persons to assess needs, design solutions, track overall success, stimulate change, and plan community responses for the present and for the future.”

For planning and advocacy as they relate to the local service delivery system, the AAA Director will be incorporated into the duties of the Health Services Administrator for Solano County Health and Social Services, Public Health Division, Older and Disabled Adults Bureau. This position requires education and experience in providing services to older adults and must be experienced in advocating for the service needs of this population. In addition, the AAA Director will work collaboratively with program staff in Napa and Solano County to ensure a comprehensive understanding of the needs of the senior population in the service region.

With respect to policy advocacy, annually, both the Napa and Solano County Boards of Supervisors adopt a legislative platform in a public meeting, which provides staff with the guidance necessary for legislative advocacy efforts throughout the year. In addition, in each county has a Legislative Subcommittee, which consists of 2 Board members, holds bi-weekly public meetings to address issues as they arise. Staff in the Napa County Health and Human Services Agency and the Solano County Department of Health and Social Services already work with staff in the Intergovernmental Affairs Division of each county’s County

Executive/Administrative Office and will continue to do so to ensure that the advocacy needs of the seniors in the area are met.

DRAFT

Exhibit A

COUNTY OF NAPA
SINGLE AUDIT REPORT
JUNE 30, 2017

**COUNTY OF NAPA
SINGLE AUDIT REPORT
FOR THE YEAR ENDED JUNE 30, 2017**

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REPORTS



BROWN ARMSTRONG

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Honorable Board of Supervisors and Grand Jury
County of Napa
Napa, California

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TEL 559.476.3592

LAGUNA HILLS OFFICE

23272 MILL CREEK DRIVE
SUITE 255
LAGUNA HILLS, CA 92653
TEL 949.652.5422

STOCKTON OFFICE

5250 CLAREMONT
AVENUE
SUITE 150
STOCKTON, CA 95207
TEL 209.451.4833

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County of Napa, California (the County), as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated December 21, 2017.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

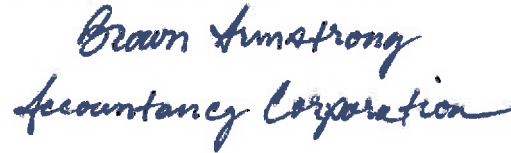
Compliance and Other Matters

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

Purpose of this Report

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

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

A handwritten signature in blue ink that reads "Brown Armstrong Accountancy Corporation". The signature is written in a cursive, flowing style.

Bakersfield, California
December 21, 2017



BROWN ARMSTRONG

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Board of Supervisors and Grand Jury
County of Napa
Napa, California

BAKERSFIELD OFFICE (MAIN OFFICE)

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REGISTERED with the Public Company
Accounting Oversight Board and
MEMBER of the American Institute of
Certified Public Accountants

Report on Compliance for Each Major Federal Program

We have audited the County of Napa, California's (the County) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have direct and material effect on each of the County's major federal programs for the year ended June 30, 2017. The County's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated December 21, 2017, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
March 9, 2018

SCHEDULE

County of Napa
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Pass-Through Grant Award Number	Expenditures	Expenditures to Subrecipients
U.S. Department of Agriculture				
Passed through the State Department of Food and Agriculture:				
European Grapevine Moth - Detection	10.025	15-0586-SF	\$ 555,913	\$ -
European Grapevine Moth - Detection	10.025	16-0697-SF	480,963	-
European Grapevine Moth - Regulatory	10.025	15-0594-SF	17,732	-
County GWSS Program	10.025	16-0518-SF	175,028	-
Exotic Pest Detection Trapping	10.025	16-0084	57,366	-
Light Brown Apple Moth	10.025	15-0469-SF	317	-
Light Brown Apple Moth	10.025	16-0533-SF	1,638	-
Sudden Oak Death - Quarantine	10.025	16-0390-SF	255	-
Subtotal 10.025			1,269,212	-
Passed through the State Department of Education:				
School Breakfast Program	10.553	2012-SN-28-R	11,716	-
National School Lunch Program	10.555	2012-SN-28-R	21,083	-
Subtotal 10.553 and 10.555 (Child Nutrition Cluster)			32,799	-
Passed through the State Department of Public Health:				
Nutrition Education and Obesity Prevention	10.200	16-10181	191,656	183,768
WIC Supplemental Nutrition Program	10.557	15-10072	833,059	-
WIC Farmers' Market Nutrition Program (FMNP)	10.572	15-10072	856	-
Passed through the State Department of Social Services:				
CalFresh Administration	10.561		1,801,851	-
Total U.S. Department of Agriculture			4,129,433	183,768
U.S. Department of Housing and Urban Development				
Direct Programs:				
Transitional Residential Alliance and Integrated Network (TRAIN)	14.235	CA0293L9T171508	92,846	92,846
Transitional Residential Alliance and Integrated Network (TRAIN)	14.235	CA0293L9T171609	113,726	113,726
Homeless Management Information System (HMIS)	14.235	CA0289L9T171506	26,915	26,915
Homeless Management Information System (HMIS)	14.235	CA0289L9T171607	8,972	8,972
Homeless Management Information System (HMIS)	14.235	CA0290L9T171407	5,942	5,942
Subtotal 14.235			248,401	248,401
Continuum of Care Planning	14.267	CA1324L9T171400	7,197	7,197
Coordinated Assessment 2016	14.267	CA1482L9T171500	4,713	-
Subtotal 14.267			11,910	7,197
Passed through the State Department of Housing and Community Development:				
Community Development Block Grant (CDBG)	14.228	14-CDBG-9897	89,690	-
Total U.S. Department of Housing and Urban Development			350,001	255,598
U.S. Department of the Interior				
Direct Programs:				
Enhanced Law Enforcement Services - Lake Berryessa	15.000	R16PC00048	376,189	-
Payment in Lieu of Taxes (PILT)	15.226		159,920	-
Federal Grazing Fee	15.227		23	-
Total U.S. Department of the Interior			536,132	-

See Accompanying Notes to Schedule of Expenditures of Federal Awards.

County of Napa
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Pass-Through Grant Award Number	Expenditures	Expenditures to Subrecipients
U.S. Department of Justice				
Direct Programs:				
Domestic Cannabis Eradication/Suppression Program (DCESP)	16.000	2016-35	28,408	-
Domestic Cannabis Eradication/Suppression Program (DCESP)	16.000	2017-33	5,310	-
Subtotal 16.000			33,718	-
State Criminal Alien Assistance Program	16.606	2016-H0914-CA-AP	31,829	-
Passed through Governor's Office of Emergency Services, California:				
Napa Victim/Witness Assistance	16.575	VW16070280	178,164	-
Unserved/Underserved Victim Advocacy & Outreach	16.575	UV15010280	79,006	-
Unserved/Underserved Victim Advocacy & Outreach	16.575	UV16020280	44,763	-
Unserved/Underserved Victim Advocacy & Outreach	16.575	XV15010280	114,807	-
County Victim Services Program	16.575	XC16010280	46,846	-
Subtotal 16.575			463,586	-
Passed through the Children's Advocacy Centers of California:				
Victims of Child Abuse Children's Advocacy Center National Subgrants Program	16.758	NAPA-CA-SA16	6,503	-
Victims of Child Abuse Children's Advocacy Center National Subgrants Program	16.758	6-NAPA-CA-SA17	3,000	-
Subtotal 16.758			9,503	-
Total U.S. Department of Justice			538,636	-
U.S. Department of Labor				
Passed through the Workforce Alliance of the North Bay (WANB):				
Slingshot	17.258	170400B-17	28,222	-
WIOA Adult Program	17.258	170753B-17	510,387	97,029
Subtotal 17.258			538,609	97,029
WIOA Youth Activities	17.259	170753B-17	496,978	391,594
WIOA Dislocated Workers:				
Dislocated Worker	17.278	170753B-17	490,539	81,398
Regional Implementation Grant	17.278	170400B-17	6,269	-
Rapid Response	17.278	170753B-17/170400B-17	59,924	20,221
Subtotal 17.278			556,732	101,619
Subtotal 17.258, 17.259, and 17.278 (WIOA Cluster)			1,564,097	590,242
Total U.S. Department of Labor			1,592,319	590,242
U.S. Department of Transportation				
Direct Programs:				
Airport Improvement Program	20.106	3-06-0162-031-2014	7,377	-
Airport Improvement Program	20.106	3-06-0162-033-2016	22,500	-
Airport Improvement Program	20.106	3-06-0162-034-2016	349,362	-
Subtotal 20.106			379,239	-
Passed through the State Department of Transportation:				
Highway Planning and Construction - Oakville Crossroads Bridge	20.205	BRLO-5921 (010)	210,155	-
Highway Planning and Construction - Dry Creek Road	20.205	BRLO-5921 (061)	81,604	-
Highway Planning and Construction - Butts Canyon/Hagen/Old Sonoma	20.205	HSIPL-5921 (064)	258,584	-
Highway Planning and Construction - Deer Park/Sanitarium Road	20.205	HSIPL-5921 (065)	274,994	-
Highway Planning and Construction - Silverado Trail at Yountville Crossroad	20.205	STPL-5921 (063)	137,855	-
Highway Planning and Construction - Silverado Trail (Larkmead to Calistoga)	20.205	STPL-5921 (067)	1,072,666	-
Highway Planning and Construction - Silverado Trail (Howell Mt to Zinfandel Ln)	20.205	STPL-5921 (075)	667,714	-
Highway Planning and Construction - Greenwood Ave over Garnett Creek	20.205	BRLO-5921 (068)	7,955	-
Highway Planning and Construction - Chiles-Pope Valley Road	20.205	BRLO-5921 (074)	68,402	-
Highway Planning and Construction - Storm 4301 - Silverado Trail	20.205	ER-32LO(347)	2,863	-
Highway Planning and Construction - Storm 4301 - Howell Mountain	20.205	ER-32LO(422)	23,632	-
Highway Planning and Construction - Storm 4301 - Pope Canyon	20.205	ER-32LO(419)	3,564	-
Highway Planning and Construction - Storm 4301 - Wooden Valley MPM 3.0	20.205	ER-32LO(420)	11,352	-
Highway Planning and Construction - Storm 4301 - Wooden Valley MPM 2.75	20.205	ER-32LO(423)	26,141	-
Highway Planning and Construction - Storm 4308 - Berryessa/Knoxville	20.205	ER-32LO(348)	68,220	-
Highway Planning and Construction - Storm 4308 - Wooden Valley - MPM 2.5	20.205	ER-32LO(421)	1,606	-
Highway Planning and Construction - Storm 4308 - Wooden Valley - MPM 3.1	20.205	ER-32LO(349)	2,461	-
Subtotal 20.205			2,919,768	-
Passed through the State Office of Traffic Safety:				
DUI Vertical Prosecution Program	20.601	DI1623	60,850	-
Total U.S. Department of Transportation			3,359,857	-

See Accompanying Notes to Schedule of Expenditures of Federal Awards.

County of Napa
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Pass-Through Grant Award Number	Expenditures	Expenditures to Subrecipients
U.S. Institute of Museum and Library Services				
Passed through the State Library:				
Career Online High School Initiative	45.310	40-8622	1,800	-
Leamos at the Library Project Expansion	45.310	40-8697	500	-
Subtotal 45.310			2,300	-
Total U.S. Institute of Museum and Library Services			2,300	-
U.S. Environmental Protection Agency				
Direct Programs:				
SF Bay Water Quality Improvement Fund - Napa River	66.126	W9-00T95301	659,587	-
SF Bay Water Quality Improvement Fund - Napa River	66.126	W9-99T07301	626,820	2,952
SF Bay Water Quality Improvement Fund - Napa River	66.126	W9-99T24201	379,137	-
Subtotal 66.126			1,665,544	-
Total U.S. Environmental Protection Agency			1,665,544	2,952
U.S. Department of Health and Human Services				
Passed through the National Association of County and City Health Officials (NACCHO):				
Medical Reserve Corps Small Grant Program	93.008	MRCSG101005-04-00	829	-
Passed through the State Department of Public Health:				
Centers For Disease Control and Prevention: Bioterrorism	93.074	14-10524	196,891	-
Hospital Preparedness Program (HPP)	93.074	14-10524	176,744	-
Subtotal 93.074			373,635	-
Tuberculosis Grant	93.116		4,955	-
Immunization Subvention	93.268	15-10436	59,529	-
HIV Care (ADAP)	93.917	15-10490	3,849	-
Maternal, Child, and Adolescent Health (MCAH)	93.994	201628	111,929	-
Passed through the State Department of Health Care Services:				
Projects for Assistance in Transition from Homelessness (PATH)	93.150		49,084	-
California Children's Services - Administrative (CHIP)	93.767		152,923	-
Medical Assistance Program				
Child Health and Disability Prevention (CHDP)	93.778		141,682	-
Health Care Program for Children in Foster Care (HCPFC)	93.778		66,907	-
California Children's Services - Administrative	93.778		365,226	-
County-Based Medi-Cal Administrative Activities	93.778	16-83371	1,023,348	-
Mental Health Medi-Cal Administrative Activities	93.778		106,200	-
Mental Health Medi-Cal Billing Administration	93.778		547,685	-
Medi-Cal Utilization Review	93.778		590,545	-
Medi-Cal Eligibility Determination - Social Services	93.778		3,112,948	-
Medi-Cal Outreach/Enrollment	93.778		48,557	15,913
Adult Protective Service (APS/CSBG)	93.778		312,114	-
In-Home Supportive Services Administrative (IHSS)	93.778		712,957	-
Child Welfare Services (CWS)	93.778		275,673	-
Passed through the State Department of Veterans Affairs:				
Veteran's Medi-Cal Cost Avoidance	93.778		5,471	-
Subtotal 93.778			7,309,313	15,913
Passed through the State Department of Health Care Services:				
Substance Abuse and Mental Health Services Administration Programs:				
Block Grants for Community Mental Health Services	93.958		329,588	206,744
Block Grants for Prevention and Treatment of Substance Abuse (SAPT)	93.959	14-90075	997,021	35,432

See Accompanying Notes to Schedule of Expenditures of Federal Awards.

County of Napa
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Pass-Through Grant Award Number	Expenditures	Expenditures to Subrecipients
U.S. Department of Health and Human Services (Continued)				
Passed through the State Department of Social Services: Kin-Gap Assistance	93.090		8,325	-
Promoting Safe and Stable Families	93.556		74,533	-
Temporary Assistance for Needy Families				
CalWORKS - Administrative	93.558		4,071,077	-
Emergency Assistance TANF	93.558		430,618	-
Kin-Gap - Administrative	93.558		318	-
Subtotal 93.558			4,502,013	-
Refugee and Entrant Assistance	93.566		833	-
Community-Based Child Abuse Prevention Grants (CBCAP)	93.590		13,480	-
Child Welfare Services - IV-B	93.645		41,895	1,771
Foster Care - Title IV-E:				
Foster Care - Title IV-E - Social Services	93.658		2,549,066	551,843
Foster Care - Title IV-E - Probation	93.658		260,592	-
Subtotal 93.658			2,809,658	551,843
Adoption Assistance	93.659		1,270,426	-
Licensing Title XX	93.667		90,832	-
In-Home Supportive Services (Public Authority)	93.667		204,659	-
Subtotal 93.667			295,491	-
Chafee Foster Care Independence Program	93.674		44,830	44,753
Passed through the State Department of Child Support Services: Child Support Enforcement	93.563		2,791,519	-
Total U.S. Department of Health and Human Services			21,246,668	866,466
U.S. Department of Homeland Security				
Passed through Governor's Office of Emergency Services, California:				
South Napa Earthquake	97.036	FEMA-4193-DR-CA	2,221,300	-
2017 Storm 4301	97.036	FEMA-4301-DR-CA	222,345	-
2017 Storm 4305	97.036	FEMA-4305-DR-CA	184,397	-
2017 Storm 4308	97.036	FEMA-4308-DR-CA	185,127	-
			2,813,169	-
Passed through the City and County of San Francisco: Urban Areas Security Initiative Program (UASI)	97.067	2014-SS-00093	51,075	-
Total U.S. Department of Homeland Security			2,864,244	-
Total Expenditures of Federal Awards Excluding Loans			\$ 36,284,124	\$ 1,889,016

See Accompanying Notes to Schedule of Expenditures of Federal Awards.

County of Napa
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Pass-Through Grant Award Number	Expenditures	Expenditures to Subrecipients
<u>Beginning Federal Loan Balances With a Continuing Compliance Requirement</u>				
U.S. Department of Agriculture				
Water and Waste Disposal Systems for Rural Communities (Water)	10.760	91-02	\$ 2,788,157	\$ -
Water and Waste Disposal Systems for Rural Communities (Sewer)	10.760	92-01	7,573,364	-
Subtotal 10.760			10,361,521	-
Federal Loan Balances With a Continuing Compliance Requirement			10,361,521	-
Total Expenditures of Federal Awards Including Loans			<u>\$ 46,645,645</u>	<u>\$ 1,889,016</u>
<u>Non-Cash Assistance</u>				
U.S. Department of Agriculture				
Passed through the State Department of Public Health:				
WIC Supplemental Nutrition Program - Vouchers Redeemed	10.557	15-10072	\$ 1,771,650	\$ -
WIC Farmers' Market Nutrition Program (FMNP) - Vouchers Redeemed	10.572	15-10072	3,080	-
Total Value of Non-Cash Assistance			<u>\$ 1,774,730</u>	<u>\$ -</u>
Total Expenditures of Federal Awards Including Loans and Value of Non-Cash Assistance			<u>\$ 48,420,375</u>	<u>\$ 1,889,016</u>

See Accompanying Notes to Schedule of Expenditures of Federal Awards.

County of Napa
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2017

NOTE 1 – GENERAL

The accompanying Schedule of Expenditures of Federal Awards (SEFA) presents the activity of all federal award programs of the County of Napa (County). The County's reporting entity is defined in Note 1 to the County's basic financial statements. Expenditures of federal awards received directly from federal agencies, as well as expenditures of federal awards passed through other governmental agencies are included in the SEFA.

NOTE 2 – BASIS OF ACCOUNTING

The accompanying SEFA is presented using the modified accrual basis of accounting, except for the following programs: Payments in Lieu of Taxes (15.226), Federal Grazing Fee (15.227), and the State Criminal Alien Assistance Program (16.606). For these programs, revenues received during the year are considered earned and are reported as expenditures. The information on this schedule is prepared in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the County's basic financial statements.

NOTE 3 – RELATIONSHIP TO FINANCIAL STATEMENTS

Federal award expenditures reported in the accompanying SEFA agree, or can be reconciled, in all material respects, to amounts reported in the County's basic financial statements.

NOTE 4 – INDIRECT COSTS

The County elected to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance for the following programs:

<u>Program Title</u>	<u>CFDA</u>	<u>Amount</u>
Unserved/Underserved Victim Advocacy and Outreach	16.575	\$ 79,006
Unserved/Underserved Victim Advocacy and Outreach	16.575	\$ 44,763
Unserved/Underserved Victim Advocacy and Outreach	16.575	\$ 114,807
Napa Victim/Witness Assistance	16.575	\$ 178,164
County Victim Services Program	16.575	\$ 46,846
Centers for Disease Control and Prevention: Bioterrorism	93.074	\$ 196,891
Hospital Preparedness Program (HPP)	93.074	\$ 176,744
Health Care Program for Children in Foster Care	93.778	\$ 66,907

NOTE 5 – CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

The CFDA numbers included in the accompanying SEFA were determined based on the program name, review of the grant or contract information, and the Office of Management and Budget's Catalog of Federal Domestic Assistance.

NOTE 6 – PASS-THROUGH ENTITIES' IDENTIFYING NUMBER

When federal awards were received from a pass-through entity, the SEFA indicates, if available, the identifying grant or contract number assigned by the pass-through entity.

NOTE 7 – NON-CASH ASSISTANCE

The following CFDA numbers also pertain to non-cash assistance, which has been included in the SEFA, but not presented in the County's basic financial statements:

10.557 WIC Supplemental Nutrition Program – Vouchers Redeemed totaling \$1,771,650 are reported at the value of client purchases of authorized food products.

10.572 WIC Farmers' Market Nutrition Program (FMNP) – Vouchers Redeemed totaling \$3,080 are reported at the value of client purchases of authorized food products.

NOTE 8 – LOANS OUTSTANDING*Water and Waste Disposal Systems for Rural Communities*

Beginning in fiscal year 2012-13, the Napa Berryessa Resort Improvement District (NBRID) was obligated funding from the United States Department of Agriculture to fund water and wastewater improvements. The funding was provided by the Rural Utilities Service under CFDA 10.760. NBRID was awarded two Rural Development Loans repayable under the terms of the agreement. The following schedule presents the amount of loan balance outstanding for each project at June 30, 2017.

	Water	Sewer
Loan Balance, Outstanding July 1, 2016	\$ 2,841,000	\$ 7,718,569
Total Loan Repayments	(52,843)	(145,205)
Loan Balance, Outstanding June 30, 2017	<u>\$ 2,788,157</u>	<u>\$ 7,573,364</u>

Capitalization Grants for Clean Water State Revolving Funds

In fiscal year 2014, the County entered into a loan agreement with the California State Water Resources Control Board to fund the Milliken-Sarco-Tulocay (MST) Recycled Water Project. In fiscal year 2015-16, \$2,546,137 of the \$5,820,049 total loan balance outstanding was funded with Federal Capitalization Grants under CFDA No. 66.458. In fiscal year 2016-17, no federal funds were received and the total loan balance outstanding at June 30, 2017, was \$6,566,973.

NOTE 9 – CALIFORNIA DEPARTMENT OF TRANSPORTATION

The County participated in the Federal Apportionment Exchange Program and State Match Program. Federal Regional Surface Transportation (RSTP) funds were exchanged for nonfederal State Highway Account Funds as follows:

Program	Contract	State Expenditures
RSTP Exchange	X17-5921 (076)	\$ 237,648
State Match	X17-5921 (076)	100,000
Total		<u>\$ 337,648</u>

NOTE 10 – WHOLE PERSON CARE

The County is participating in a Whole Person Care (WPC) Pilot Program with the State of California Department of Health Care Services. Per the agreement, the overarching goal of the WPC program is, "...the coordination of health, behavioral health, and social services, as applicable, in a patient-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources." The original agreement was entered into on November 21, 2016, and will continue through June 30, 2021. A second round of funding was made available and awarded to the County on June 12, 2017.

Although the County is receiving this money through the State of California, the original source of the funding is Federal. As of June 30, 2017, the County had expended \$192,912 of WPC funds. However, the Whole Person Care Pilot Program Team repeatedly issued guidance informing lead entities (including the County) that they had determined recipients to be contractors rather than subrecipients. For this reason, the County is not reporting its Whole Person Care expenditures on the Schedule of Expenditures of Federal Awards. However, the County is treating its subcontractors as subrecipients and is monitoring them accordingly.

FINDINGS AND QUESTIONED COSTS

County of Napa
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2017

SECTION 1

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

1. Type of auditor's report issued: Unmodified
2. Internal control over financial reporting:
 - a. Material weakness identified? Yes X No
 - b. Significant deficiencies identified
not considered to be material weaknesses? Yes X No
3. Noncompliance material to financial statements noted? Yes X No

Federal Awards

1. Internal control over major federal programs:
 - a. Material weakness identified? Yes X No
 - b. Significant deficiencies identified
not considered to be material weaknesses? Yes X No
2. Type of auditor's report issued on compliance
for major programs: Unmodified
3. Any audit findings disclosed that are required to be
reported in accordance with the Uniform Guidance? Yes X No

4. Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
10.760	Water and Waste Disposal Systems for Rural Communities
20.205	Highway Planning and Construction
66.126	SF Bay Water Quality Improvement Fund
97.036	Disaster Grants (FEMA)

5. Dollar threshold used to distinguish between Type A and
Type B programs: \$1,454,005
6. Auditee qualified as low-risk auditee under the Uniform
Guidance? X Yes No

County of Napa
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2017

SECTION 2

FINANCIAL STATEMENT FINDINGS

None Reported.

SECTION 3

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None Reported.

**County of Napa
Summary Schedule of Prior Audit Findings
For the Year Ended June 30, 2017**

No findings in the prior year.

County of Napa
Supplementary Schedule of the California Office of Emergency Services
and the Board of State and Community Corrections Grant Expenditures
For the Year Ended June 30, 2017

Program	Expenditures Claimed			Share of Expenditures Current Year		
	For the Period through June 30, 2016	For the Year Ended June 30, 2017	Cumulative as of June 30, 2017	Federal Share	State Share	County Share
Victim Witness Assistance Program; VW16070280						
Advocacy and Outreach						
Personnel services	\$ -	\$ 219,241	\$ 219,241	\$ 173,620	\$ 45,621	\$ -
Operating expenses	-	50,157	50,157	4,544	45,613	-
Equipment	-	-	-	-	-	-
Totals	\$ -	\$ 269,398	\$ 269,398	\$ 178,164	\$ 91,234	\$ -
Unserviced/Underserved Victim Advocacy and Outreach Programs; UV16020280						
Advocacy and Outreach						
Personnel services	\$ -	\$ 44,493	\$ 44,493	\$ 41,879	\$ -	\$ 2,614
Operating expenses	-	9,232	9,232	2,884	-	6,348
Equipment	-	-	-	-	-	-
Totals	\$ -	\$ 53,725	\$ 53,725	\$ 44,763	\$ -	\$ 8,962
Unserviced/Underserved Victim Advocacy and Outreach Program; UV15010280						
Advocacy and Outreach						
Personnel services	\$ 23,845	\$ 89,966	\$ 113,811	\$ 79,006	\$ -	\$ 10,960
Operating expenses	4,133	17,742	21,875	-	-	17,742
Equipment	-	-	-	-	-	-
Totals	\$ 27,978	\$ 107,708	\$ 135,686	\$ 79,006	\$ -	\$ 28,702
Unserviced/Underserved Victim Advocacy (XV) and Outreach Program; XV15010280						
Advocacy and Outreach						
Personnel services	\$ 26,343	\$ 120,379	\$ 146,722	\$ 114,807	\$ -	\$ 5,572
Operating expenses	4,941	25,142	30,083	-	-	25,142
Equipment	-	-	-	-	-	-
Totals	\$ 31,284	\$ 145,521	\$ 176,805	\$ 114,807	\$ -	\$ 30,714
County Victim Services Program; XC16010280						
Personnel services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating expenses	-	4,426	4,426	4,426	-	-
Equipment	-	42,420	42,420	42,420	-	-
Totals	\$ -	\$ 46,846	\$ 46,846	\$ 46,846	\$ -	\$ -

Exhibit B

COUNTY OF SOLANO, CALIFORNIA
SINGLE AUDIT REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2017

COUNTY OF SOLANO, CALIFORNIA

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2017

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VAVRINEK, TRINE, DAY & CO., LLP
Certified Public Accountants

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
County of Solano, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Solano (County), California, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated December 21, 2017.

Internal Control over Financial Reporting

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

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

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

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

Purpose of this Report

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

Vavrinik, Trine, Day & Co. LLP

Sacramento, California
December 21, 2017



VAVRINEK, TRINE, DAY & CO., LLP
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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Supervisors
County of Solano, California

Report on Compliance for Each Major Federal Program

We have audited the County of Solano, California's (County) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2017. The County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

Report on Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining funding information of the County as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated December 21, 2017, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Vavrinik, Trine, Day & Co. LLP

Sacramento, California
December 21, 2017

COUNTY OF SOLANO, CALIFORNIA

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

Federal Agency	Pass-Through Agency	CFDA Program Title or Cluster	CFDA No.	Pass-through Entity Award ID	Program Expenditures	Expenditures to Subrecipients
US Department of Agriculture (USDA)						
Pass-Through Programs:						
California Department of Food and Agriculture (CDFA)						
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	15-8506-0572-CA 16-8506-0572-CA	\$ 59,080	
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	15-8506-0934-CA 16-8506-1211-CA	91,626	
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	15-8506-1164-CA	899	
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	15-8506-1317-CA 16-8506-1317-CA	54,003	
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	16-8506-0484-CA 15-8506-0484-CA	123,278	
		Total Plant and Animal Disease, Pest Control, and Animal Care			<u>328,886</u>	
California Department of Education						
Child Nutrition Cluster:						
		School Breakfast Program	10.553	48-10488-6051569-01	45,302	\$ 45,302
		National School Lunch Program	10.555	48-10488-6051569-01	71,473	71,473
		Total Child Nutrition Cluster (10.553 & 10.555)			<u>116,775</u>	<u>116,775</u>
California Department of Public Health (CDPH)						
		Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	4265	2,732,567	
SNAP Cluster:						
		State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	4265	635,765	316,391
California Department of Social Services (CDSS)						
		State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	1946001347 A7	8,827,293	
		Total SNAP Cluster (10.561)			<u>9,463,058</u>	<u>316,391</u>
US Department of Agriculture (USDA) Total					<u>12,641,286</u>	<u>433,166</u>
US Department of Defense (USDOD)						
Direct Program:						
		Community Economic Adjustment Assistance for Campatible Use and Joint Land Use Studies	12.610	Not Applicable	184,368	
		Community Economic Adjustment Assistance for Advance Planning and Economic Diversification	12.614	Not Applicable	250,442	250,441
US Department of Defense (USDOD) Total					<u>434,810</u>	<u>250,441</u>
US Department of Housing and Urban Development (HUD)						
Direct Programs:						
Section 8 Project-Based Cluster:						
		Section 8 Housing Assistance Payments Program	14.195	Not Applicable	2,225,538	
		Continuum of Care Program	14.267	Not Applicable	181,153	
US Department of Housing and Urban Development (HUD) Total					<u>2,406,691</u>	
US Department of Justice (DOJ)						
Direct Programs:						
		Domestic Cannabis Eradication Suppression Program	16.Unknown	Not Applicable	3,653	
		Supervised Visitation, Safe Havens for Children	16.527	Not Applicable	28,325	
		Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	Not Applicable	85,900	
		State Criminal Alien Assistance Program	16.606	Not Applicable	169,862	
		Equitable Sharing Program	16.922	Not Applicable	362,825	80,000
		Direct Programs Subtotal			<u>650,565</u>	<u>80,000</u>
Pass-Through Programs:						
California Office of Emergency Services (CalOES)						
		Crime Victim Assistance	16.575	VW16350480	271,286	
		Crime Victim Assistance	16.575	XC16010480	53,405	
		Crime Victim Assistance	16.575	XV15010480	89,587	
		Pass-Through Programs Subtotal			<u>414,278</u>	
US Department of Justice (DOJ) Total					<u>1,064,843</u>	<u>80,000</u>

See accompanying notes to the schedule of expenditures of federal awards

COUNTY OF SOLANO, CALIFORNIA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE FISCAL YEAR ENDED JUNE 30, 2017

Federal Agency				
Pass-Through Agency				
CFDA Program Title or Cluster	CFDA No.	Pass-through Entity Award ID	Program Expenditures	Expenditures to Subrecipients
US Department of Labor (DOL)				
Pass-Through Programs:				
State of California Employment Development Department (EDD)				
WIA/WIOA Cluster:				
WIA/WIOA Adult Program	17.258	K102074	\$ 706,291	
WIA/WIOA Adult Program	17.258	K698397	797,073	\$ 131,141
Subtotal			1,503,364	131,141
WIA/WIOA Youth Activities	17.259	K102074	738,255	47,334
WIA/WIOA Youth Activities	17.259	K698397	205,778	
Subtotal			944,033	47,334
WIA/WIOA Dislocated Worker Formula Grants	17.278	K102074	634,814	
WIA/WIOA Dislocated Worker Formula Grants	17.278	K698397	992,103	
Subtotal			1,626,917	
Total WIA/WIOA Cluster (17.258, 17.259 & 17.278)			4,074,314	178,475
US Department of Labor (DOL) Total			4,074,314	178,475
US Department of Transportation (DOT)				
Direct Program:				
Airport Improvement Program	20.106	Not Applicable	883,180	
Pass-Through Programs:				
California Department of Transportation (CalTrans)				
Highway Planning and Construction Cluster:				
Highway Planning and Construction	20.205	5923	6,155,145	
California Office of Traffic Safety (OTS)				
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	AL1186 Solano	234,495	234,495
Highway Safety Cluster:				
Alcohol and Drug Impaired Vertical Prosecution Program	20.616	DI1714	220,559	
Pass-Through Programs Subtotal			455,054	234,495
US Department of Transportation (DOT) Total			7,493,379	234,495
US Department of Education (DOE)				
Pass-Through Programs:				
California Department of Education				
Rehabilitation Services-Vocational Rehabilitation Grants to States	84.126	29153	59,512	
US Department of Education (DOE) Total			59,512	
US Department of Health and Human Services				
Direct Programs:				
Health Centers Cluster:				
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224	Not Applicable	1,033,669	
Partnerships to Improve Community Health	93.331	Not Applicable	1,202,860	611,068
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	Not Applicable	175,703	
Direct Programs Subtotal			2,412,232	611,068
Pass-Through Programs:				
California Department of Public Health (CDPH)				
Public Health Emergency Preparedness	93.067	4265	77,673	
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	4265	646,572	
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	4265	83,371	
Childhood Lead Poisoning Prevention Projects State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	4265	34,118	
Immunization Cooperative Agreements	93.268	4265	107,746	
Pregnancy Assistance Fund Program	93.500	4265	14,421	12,000
Maternal, Infant, and Early Childhood Home Visiting Cluster:				
Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93.505	4265	908,132	
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF)	93.757	4265	317,922	24,812

See accompanying notes to the schedule of expenditures of federal awards

COUNTY OF SOLANO, CALIFORNIA

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

Federal Agency	Pass-Through Agency	CFDA Program Title or Cluster	CFDA No.	Pass-through Entity Award ID	Program Expenditures	Expenditures to Subrecipients
		Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	4265	\$ 28,710	\$ 22,633
		HIV Care Formula Grants	93.917	4265	206,148	202,258
		HIV Prevention Activities_ Health Department Based	93.940	4265	214,631	95,435
		Maternal and Child Health Services Block Grant to the States	93.994	4265	563,988	62,682
		California Department of Social Services (CDSS)				
		Guardianship Assistance	93.090	1946001347 A7	301,823	
		Promoting Safe and Stable Families	93.556	1946001347 A7	268,756	
		TANF Cluster:				
		Temporary Assistance for Needy Families	93.558	1946001347 A7	24,868,759	
		Refugee and Entrant Assistance_ State Administered Programs	93.566	1946001347 A7	19,145	
		Community-Based Child Abuse Prevention Grant	93.590	1946001347 A7	109,639	
		Stephanie Tubbs Jones Child Welfare Services Program	93.645	1946001347 A7	168,485	
		Foster Care_ Title IV-E	93.658	1946001347 A7	7,475,400	379,682
		Adoption Assistance	93.659	1946001347 A7	2,968,069	
		Social Services Block Grant	93.667	1946001347 A7	597,015	
		Chafee Foster Care Independence Program	93.674	1946001347 A7	146,156	
		California Department of Child Support Services (DCSS)				
		Child Support Enforcement	93.563	1-946001347-P-9	8,029,571	
		California Department of Health Care Services (DHCS)				
		Projects for Assistance in Transition from Homelessness (PATH)	93.150	14-90354	51,048	
		Assistance Program for Chronic Disease Prevention and Control	93.945	14-90354	39,982	19,984
		Block Grants for Community Mental Health Services	93.958	14-90354	282,077	268,511
		Block Grants for Prevention and Treatment of Substance Abuse	93.959	14-90106	2,479,863	594,086
		Maternal and Child Health Services Block Grant to the States	93.994	4265	1,826,117	4,895
		Medicaid Cluster:				
		Medical Assistance Program	93.778	12-89399	3,698,727	
		Medical Assistance Program	93.778	1946001347 A7	20,442,063	
		Medical Assistance Program	93.778	EP1383841/CMAA: 14-90042	518,778	
		Total Medicaid Cluster			<u>24,659,568</u>	
		California Health and Human Services Agency (CHHS)				
		Substance Abuse and Mental Health Services_ Projects of Regional and National Significance	93.243	1H79TI024969-01	60,368	60,368
		Pass-Through Programs Subtotal			<u>77,555,273</u>	<u>1,747,346</u>
		US Department of Health and Human Services Total			<u>79,967,505</u>	<u>2,358,414</u>
		US Department of Homeland Security				
		Pass-Through Programs:				
		California Office of Emergency Services (CalOES)				
		Public Assistance Grants (Presidentially Declared Disasters)	97.036	FEMA-4193-DR-CA, CalOESID:095	704,196	
		Emergency Management Performance Grants	97.042	95-00000	319,558	
		Homeland Security Grant Program	97.067	095-00000	222,261	170,485
		City & County of San Francisco				
		Homeland Security Grant Program	97.067	075-95017	88,468	
		Total Homeland Security Grant Program			<u>310,729</u>	<u>170,485</u>
		US Department of Homeland Security Total			<u>1,334,483</u>	<u>170,485</u>
		Total Expenditures of Federal Awards			<u>\$ 109,476,823</u>	<u>\$ 3,705,476</u>

See accompanying notes to the schedule of expenditures of federal awards

COUNTY OF SOLANO, CALIFORNIA

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE FISCAL YEAR ENDED JUNE 30, 2017

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the “Schedule”) includes the federal award activity of the County of Solano, California (County) under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position, or cash flows of the County.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in the prior years.

NOTE 3 – PASS-THROUGH ENTITIES’ IDENTIFYING NUMBER

When federal awards are received from a pass-through entity, the SEFA indicates if assigned, the identifying grant or contract number that has been assigned by the pass-through entity.

NOTE 4 – MEDICAID CLUSTER

Except for Medi-Cal administrative expenditures, Medicaid (Medi-Cal) and Medicare program expenditures are excluded from the schedule of expenditures of federal awards. These expenditures represent fees for services; therefore, neither is considered a federal award program of the County for purposes of the schedule of expenditures of federal awards or in determining major programs. The County assists the State of California (State) in determining eligibility and provides Medi-Cal and Medicare services through County-owned health facilities. Medi-Cal administrative expenditures are included in the schedule of expenditures of federal awards as they do not represent fees for services.

NOTE 5 – INDIRECT COST RATE

The County has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

COUNTY OF SOLANO, CALIFORNIA

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

I. SUMMARY OF AUDITORS' RESULTS

FINANCIAL STATEMENTS

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major federal programs:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None reported</u>
Type of auditors' report issued on compliance for major federal programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	<u>No</u>

Identification of major federal programs:

<u>CFDA Numbers</u>	<u>Name of Federal Programs or Clusters</u>
<u>20.205</u>	<u>Highway Planning and Construction Cluster</u>
<u>93.558</u>	<u>Temporary Assistance for Needy Families (TANF Cluster)</u>
<u>93.659</u>	<u>Adoption Assistance</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 3,000,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

COUNTY OF SOLANO, CALIFORNIA

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

II. FINANCIAL STATEMENT FINDINGS

None Reported.

COUNTY OF SOLANO, CALIFORNIA

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

III. FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None Reported.

COUNTY OF SOLANO, CALIFORNIA

**SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
YEAR ENDED JUNE 30, 2017**

Finding No.	Description/Program	CFDA No.	Compliance Requirement	Status of Corrective Action
2016-001	Temporary Assistance for Needy Families (TANF)	93.558	Eligibility	Implemented

Exhibit C

State of California
California Department of Aging
CDA 001 (Rev. 11/05)

Award #: **AP-1819-28**
Date: **7/1/2018**
Amendment #: **1**
Issue Date:

AREA PLAN PLANNING ESTIMATE Planning Estimate Fiscal Year 2018-19 (Federal Funding Years 2018 & 2019) Area Agency on Aging - Serving Napa and Solano

12 months (July 1, 2018 - June 30, 2019)

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total
Supportive Services							
Federal Title IIIB	3BSL18-18	118,185 (b)	63,458	-	181,643	-	181,643
Federal Title IIIB	3BSL19-18	354,553 (c)	30,316	-	384,869	-	384,869
Total Supportive Services		472,738	93,774	-	566,512	-	566,512
Ombudsman							
Federal Title IIIB	3BOL18-18	10,860 (b)	5,106	-	15,966	-	15,966
Federal Title IIIB	3BOL19-18	32,579 (c)	(293)	-	32,286	-	32,286
Federal Title VIIa	7OFL18-18	13,884 (b)	10,870	-	24,754	-	24,754
Federal Title VIIa	7OFL19-18	41,651 (c)	2,475	-	44,126	-	44,126
General Fund IIIB	B1GL	19,399 (a)	115,269	-	134,668	-	134,668
Public Health L & C Program Fund	LCPF	7,759 (a)	-	-	7,759	-	7,759
State Health Facilities Citation Penalties Account	SDFL	17,522 (a)	-	-	17,522	-	17,522
SNF Quality & Accountability	SNFL	36,858 (a)	-	-	36,858	-	36,858
Total Ombudsman		180,512	133,427	-	313,939	-	313,939
Congregate Nutrition							
Federal Title IIIC1	3C1L18-18	131,523 (b)	58,662	-	190,185	-	190,185
Federal Title IIIC1	3C1L19-18	394,568 (c)	34,851	-	429,419	-	429,419
General Fund C1	C1GL	50,980 (a)	4,077	-	55,057	-	55,057
NSIP C1	NC1L18-18	8,958 (b)	1,359	-	10,317	-	10,317
NSIP C1	NC1L19-18	26,873 (c)	838	-	27,711	-	27,711
Total Congregate Nutrition		612,902	99,787	-	712,689	-	712,689
Home-Delivered Meals							
Federal Title IIIC2	3C2L18-18	103,225 (b)	61,099	-	164,324	-	164,324
Federal Title IIIC2	3C2L19-18	309,674 (c)	16,902	-	326,576	-	326,576
General Fund C2	C2GL	57,472 (a)	5,292	-	62,764	-	62,764
NSIP C2	NC2L18-18	47,448 (b)	7,195	-	54,643	-	54,643
NSIP C2	NC2L19-18	142,343 (c)	4,443	-	146,786	-	146,786
Total Home Delivered Meals		660,162	94,931	-	755,093	-	755,093
Disease Prevention							
Federal Title IIID	3DFL18-18	8,436 (b)	7,914	-	16,350	-	16,350
Federal Title IIID	3DFL19-18	25,309 (c)	4,011	-	29,320	-	29,320
Total Disease Prevention		33,745	11,925	-	45,670	-	45,670
Family Caregiver							
Federal Title IIIE	3EFL18-18	57,018 (b)	43,518	-	100,536	-	100,536
Federal Title IIIE	3EFL19-18	171,054 (c)	15,994	-	187,048	-	187,048
Total Title IIIE		228,072	59,512	-	287,584	-	287,584
Elder Abuse							
Federal Title VII	7EFL18-18	1,848 (b)	-	-	1,848	-	1,848
Federal Title VII	7EFL19-18	5,544 (c)	-	-	5,544	-	5,544
Total Elder Abuse		7,392	-	-	7,392	-	7,392

Administration

Federal Title IIIB	3BAL18-18	17,206	(b)	8,374	-	25,580	-	25,580
Federal Title IIIB	3BAL19-18	51,617	(c)	4,067	-	55,684	-	55,684
Federal Title IIIC1	C1AL18-18	17,205	(b)	6,696	-	23,901	-	23,901
Federal Title IIIC1	C1AL19-18	51,616	(c)	4,124	-	55,740	-	55,740
Federal Title IIIC2	C2AL18-18	13,503	(b)	7,200	-	20,703	-	20,703
Federal Title IIIC2	C2AL19-18	40,510	(c)	1,885	-	42,395	-	42,395
Federal Title IIIE	3EAL18-18	7,442	(b)	5,240	-	12,682	-	12,682
Federal Title IIIE	3EAL19-18	22,326	(c)	1,892	-	24,218	-	24,218
General Fund C1	1GAL	368	(a)	(6)	-	362	-	362
General Fund C2	2GAL	98	(a)	(2)	-	96	-	96
Total Administration		221,891		39,470	-	261,361	-	261,361

Funding Summary

Federal Funds	2,226,958	408,196	-	2,635,154	-	2,635,154
General Fund	128,317	124,630	-	252,947	-	252,947
Public Health L & C Program Fund	7,759	-	-	7,759	-	7,759
SNF Quality & Accountability	36,858	-	-	36,858	-	36,858
State Health Facilities Citation Penalties Account	17,522	-	-	17,522	-	17,522
Grand Total - All Funds	2,417,414	532,826	-	2,950,240	-	2,950,240

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is:	68,757
The maximum amount of Title IIIE expenditures allowable for Grandparents is:	34,379
The minimum General Fund to be expended for State Match in Title III is:	85,028

CFDA NUMBER	Year	Award #	Award Name
93.041	2018	18AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.041	2019	19AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2018	18AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2019	19AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2018	18AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2019	19AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2018	18AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2019	19AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	18AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2019	19AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	18AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2019	19AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2018	18AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2019	19AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2018	18AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2019	19AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

(a) Funds must be expended by 6/30/19 and final expenditures reported in closeout by 7/31/19.

(b) Funds must be obligated by 9/30/18 and final expenditures reported in closeout by 7/31/19. The baseline request to be transferred for the project (7/1/18-9/30/18) is due 5/1/18. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/19 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/18-6/30/19) is due 1/15/19.

Exhibit D1 - 9 Month Budget

Area Agency on Aging - Budget through June 30, 2019

Expense

AAA Positions

Position	FTE	Total Salaries & Benefits	24% Overhead	Total Salaries & Benefits and Overhead
Health Services Administrator	0.10	22,070	5,297	\$ 20,525
Project Manager	1.00	123,021	29,525	\$ 114,410
Staff Analyst	1.00	124,072	29,777	\$ 115,387
Accountant	1.00	93,019	22,325	\$ 86,508
Office Assistant II	0.10	8,043	1,930	\$ 7,480
Health Education Specialist	EH			\$ 40,000
Total Staffing Costs	3.20	370,225	88,854	\$ 384,309 *

Contract Staffing

Registered Dietician	Contract	\$ 10,000
Audit	Hourly	N/A
Total Contract Staffing		\$ 10,000

Travel

Conference		\$ 3,000 **
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Total Cost **\$ 397,309**

Revenue

State/Federal Administration Allocation	\$ 261,361
Less AAANS Contract	\$ (54,222)
Snap-Ed Administration	\$ 9,245
Local Match Requirement	
Napa County	\$ 18,970
Solano County	\$ 51,030
Total Revenue	\$ 286,384

Budget Shortfall **\$ 110,925**

Additional County Contributions

Napa County	26.51%	\$ 29,406 ***
Solano County	73.49%	\$ 81,519 ***

Total Local Match - Required and Overmatch

Napa County	\$ 48,376
Solano County	\$ 132,549

* Position costs include salary, benefits and 24% administrative overhead, as required by State Department of Social Services

** Conference attendance paid with counties' overmatch; no Older Americans Act funding to be utilized

*** Percentage allocations base on prorated share of population served in each County as Provided by California Department of Aging

<https://cda.ca.gov/docs/DataAndStatistics/Statistics/IFF/2018%20Population%20Demographic%20Projections.pdf>

Exhibit D2 - Annual Budget

Area Agency on Aging - Annual Budget

Expense

AAA Positions

Position	FTE	Total Salaries & Benefits	24% Overhead	Total Salaries & Benefits and Overhead
Health Services Administrator	0.10	22,070	5,297	\$ 27,367
Project Manager	1.00	123,021	29,525	\$ 152,546
Staff Analyst	1.00	124,072	29,777	\$ 153,849
Accountant	1.00	93,019	22,325	\$ 115,344
Office Assistant II	0.10	8,043	1,930	\$ 9,973
Health Education Specialist				\$ -
Total Staffing Costs	3.20	370,225	88,854	\$ 459,079 *

Contract Staffing

Registered Dietician	Contract	\$ 20,000
Audit	Hourly	\$ 15,000
Total Contract Staffing		\$ 35,000

Travel

Conference		\$ 3,000 **
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Total Cost **\$ 497,079**

Revenue

State/Federal Administration Allocation	\$ 261,361
Less AAANS Contract	\$ -
Snap-Ed Administration	\$ 9,245
Local Match Requirement	
Napa County	\$ 18,970
Solano County	\$ 51,030
Total Revenue	\$ 340,606

Budget Shortfall **\$ 156,473**

Additional County Contributions**

Napa County	26.51%	\$ 41,481 ***
Solano County	73.49%	\$ 114,992 ***

Total Local Match - Required and Overmatch

Napa County	\$ 60,451
Solano County	\$ 166,022

* Position costs include salary, benefits and 24% administrative overhead, as required by State Department of Social Services

** Conference attendance paid with counties' overmatch; no Older Americans Act funding to be utilized

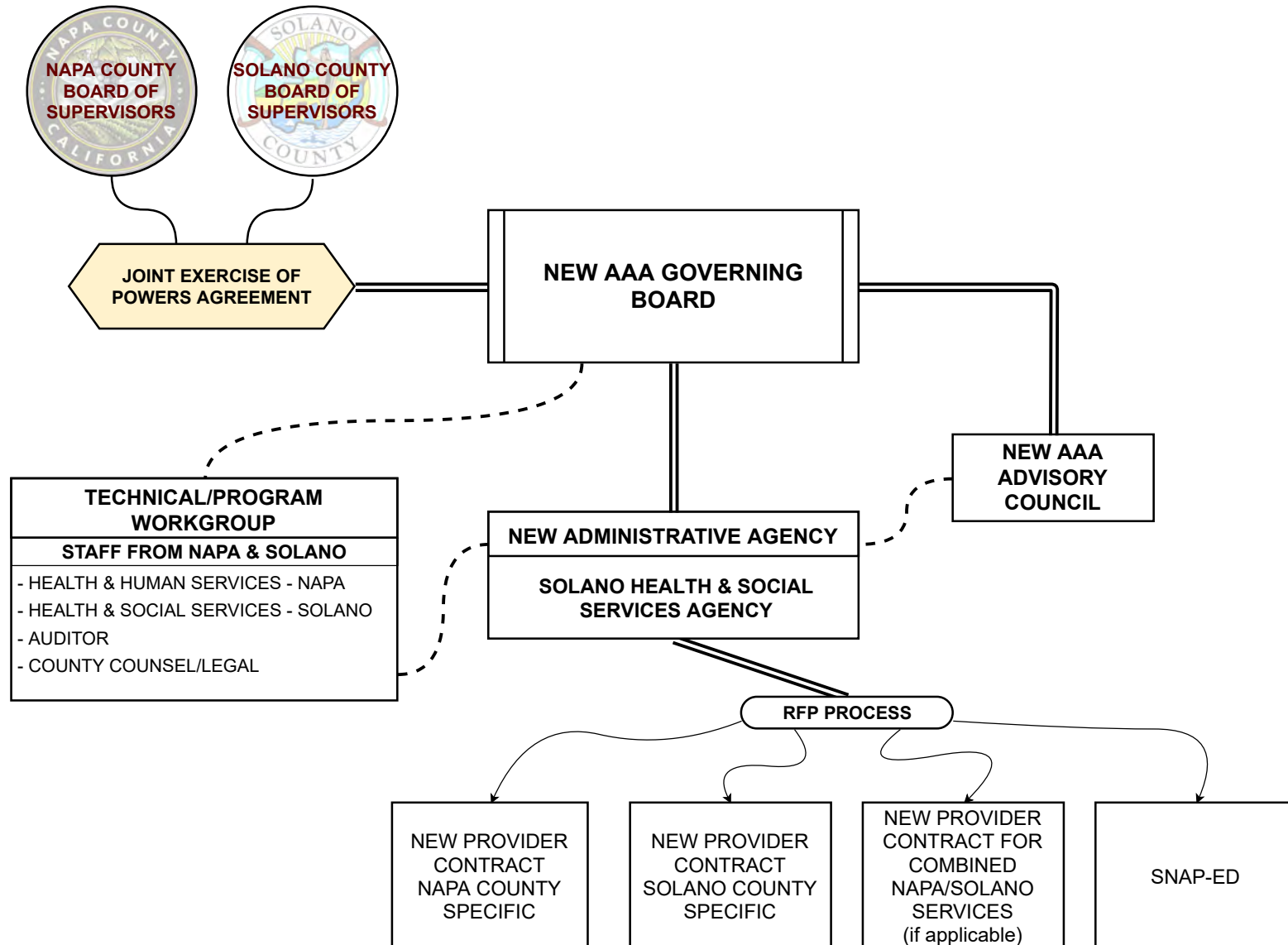
*** Percentage allocations base on prorated share of population served in each County as Provided by California Department of Aging

<https://cda.ca.gov/docs/DataAndStatistics/Statistics/IFF/2018%20Population%20Demographic%20Projections.pdf>



CONCEPT FOR NEW PSA 28 - DRAFT

AREA AGENCY ON AGING (AAA)



**JOINT EXERCISE OF POWERS AGREEMENT BETWEEN NAPA COUNTY AND
SOLANO COUNTY
(AREA AGENCY ON AGING)**

THIS JOINT EXERCISE OF POWERS AGREEMENT is entered into as of _____, 2018, between the Napa County ("Napa") AND Solano County ("Solano") individually referred to as "party," jointly referred to as "parties", each of which is a political subdivision of the State of California.

RECITALS

WHEREAS, Planning and Service Area 28 ("PSA 28"), which includes both Napa and Solano, has been designated by the California Department on Aging ("CDA") as a planning and service area, pursuant to 22 C.C.R. § 7200 *et seq.*; and

WHEREAS, the parties have the responsibility for studying, planning and setting priorities for meeting and to meet the needs of the aging; and

WHEREAS, pursuant to the joint exercise powers provisions of Government Code section 6500 *et seq.*, the parties are authorized to enter into this Agreement.

AGREEMENT

1. Purpose of Agreement

The purpose of this Agreement is to:

- A. Establish the Area Agency on Aging Serving Napa and Solano, the agency designated by CDA within PSA 28 pursuant to 22 C.C.R. § 7206 ("AAA"), and the joint operation of it.
- B. Establish terms and conditions for management and operation of the AAA.
- C. Establish the method and procedure of financing the AAA.
- D. Establish the location of the AAA.

2. Designation and Function of the AAA

- A. During the term of this Agreement and pursuant to its terms, the parties shall jointly operate the AAA.

- B. The AAA shall be located at 275 Beck, Fairfield, CA 94533 or at such other location as mutually agreed to by the parties in writing.
- C. The AAA shall exercise all powers authorized by 22 C.C.R. § 7200 *et seq.* and other applicable law or regulation, including:
 - i. Creating and implementing an area plan for meeting the needs of the aged.
 - ii. Obtaining financial assistance from the State of California and the United States under Title III of the Older Americans Act (42 U.S.C. § 3021 *et seq.*).
 - iii. Using received funds for planning and coordinating existing programs designed to meet the needs of the aged, and, where such programs do not exist, to develop and implement such programs.
 - iv. Providing services to persons 60 years of age or older, and, notwithstanding such age restriction, to provide to any person any services authorized or sponsored by CDA.

3. Designation and Responsibilities of Administering Agency

- A. Solano County shall serve as the administering agency for the AAA (“Administering Agency”).
- B. As part of its duties, the Administering Agency shall:
 - i. Manage the operations of the AAA, which shall include but not be limited to, accounting, purchasing, communications and information services support, risk management, human resources, payroll, treasury and legal services.
 - ii. Appoint a director and retain the authority to administer the AAA as either a stand-alone department or integrate it into another county department.
 - iii. Retain AAA personnel who shall be either employees or independent contractors of the Administering Agency.
 - iv. Enter into and administer contracts with CDA, service providers, or any other party and grants that further the purpose of the AAA, as approved by the Oversight Board. The Administering Agency shall utilize its standard bidding and contracting procedures.
 - v. Prepare, in consultation with the Advisory Council and with the assistance of staff from both parties, an annual report to be submitted to both Boards of Supervisors.

- C. Account for all donations and report back to ensure donations are used in a manner consistent with Exhibit A attached to and incorporated into this Agreement and with the donors' intentions.
 - i. Consult with and administratively support the local advisory council established in accordance with 42 U.S.C. 3026 and Welfare and Institutions Code §§ 9402-9403, as needed.
 - ii. Provide any necessary reports to CDA or other required agencies.
 - iii. Provide monthly reports to the respective county staff, the local advisory council, and the Oversight Board established under this Agreement.
 - iv. Conduct an annual program audit, or more frequently as necessary.
 - v. Review proposed appointments to Advisory Council, prior to Board action, to ensure representation requirements are being met.

4. Fiscal Matters

- A. The budget for the AAA shall be approved by each party for each fiscal year pursuant to its budgetary approval process.
- B. The Administering Agency shall prepare any requested budget, mid-year budget, or any similar item, in accordance with each party's internal budgetary review and approval process.
- C. Any revenue from the contracts with CDA, any other agency, grants or donations received shall be distributed to each party in accordance with the applicable provisions of Exhibit A(1) and A(3)
- D. Any local matching funds required from the parties shall be paid by each party in accordance with the formula provided in Exhibit A(1)
- E. Prior to the distribution of funds, the Administering Agency is entitled to charge the AAA for costs of administrative services provided under this Agreement. Such administrative services shall be solely those costs directly related to the Administering Agency's service as the administering agency under this Agreement. Such costs shall be included in the budget and subject to adoption by both parties as provided in this Agreement.
- F. Auditors for both parties shall annually review all financial documents for the AAA, ensuring a strict accountability of all funds and report of all receipts and disbursements.
- G. Administering Agency shall conduct outside audits as required.

5. Joint Responsibilities of the Parties

Napa and Solano shall:

- A. Review individually all request for proposals (RFP's), grant proposals, bids and awardees for service provider subcontractors of the AAA and make recommendations to the Oversight Board for approval.
- B. Perform any outreach activities and solicit donations within their respective counties.
- C. Be individually responsible for approving one half of the membership of the local advisory council, and responsible for advertising and filling any future vacant positions.
- D. Pass all necessary ordinances, resolutions and orders and make such appropriations and budget allowances as necessary to fulfill the terms of this Agreement.
- E. Comply with all federal, state and local laws and regulations applicable to the AAA.
- F. Maintain the confidentiality of any records, as required by law. Such records shall be maintained by the Administering Agency in accordance with its records retention policy and shall be accessible by both parties, as needed.

6. Oversight Board

- A. There shall be an AAA Oversight Board consisting of seven (7) members as follows:
 - i. One (1) member from each County Board of Supervisors, or its designees, and an alternate to attend and vote at meetings of the member in his or her absence.
 - ii. One (1) member from a City Council in each County, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence.
 - iii. One (1) member of the senior (60+) community in each County, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence.
 - iv. One member at large from each County, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence, with one member a voting member and the other member a non-voting member, who shall rotate annually. The first voting member to be determined by the Oversight Board by lot, effective January 1.

- B. The members of the Oversight Board shall hold office until either the respective Boards of Supervisors appoint successive representatives or the member ceases to be a Supervisor or City Council member.
- C. The Oversight Board shall meet at least quarterly or as often as necessary to review the activities of the AAA and provide advice to the AAA executive director, county staff, local advisory council, and the County Boards of Supervisors.
- D. The Oversight Board shall adopt all necessary rules governing the transaction of business at its meetings and the general conduct of the affairs of the AAA.
- E. A majority of the members, with a minimum of 2 members from each party serving on the Oversight Board, shall constitute a quorum.
- F. The Oversight Board shall receive monthly reports from the AAA staff and the local advisory council.

7. Advisory Council

- A. There shall be an Advisory Council of 16, with one-half appointed by each Board of Supervisors.
- B. The Advisory Council shall represent the senior population in respect to ethnic and racial distribution.
- C. The Advisory Council shall include the following:
 - 1. More than 50 percent older persons, including minority individuals, who are participants or who are eligible to participate in programs under 45 CFR 1321.57;
 - 2. Representatives of older individuals;
 - 3. Representatives of health care provider organizations, including providers of veterans' health care;
 - 4. Representatives of supportive services providers organizations;
 - 5. Persons with leadership experience in the private and voluntary sectors;
 - 6. Local elected officials;
 - 7. Family caregiver representative; and
 - 8. The general public.
- D. A simple majority, with a minimum of 4 members serving from each party on the Advisory Council, shall constitute a quorum.
- E. The Advisory Council is authorized and required to adopt and follow bylaws concerning, but not limited to: terms of membership, election of officers, frequency and notice of meetings, required attendance, conduct of Council and Council meetings,

and removal or resignation of members. The bylaws and bylaw amendments shall be approved by the Oversight Board.

8. Term of the Agreement

This Agreement shall continue in force and effect subject to the right of the parties to terminate it as provided below.

9. Termination and Distribution of any Assets

- A. Either party may terminate this Agreement at any time by written notice served upon the other at least one (1) year prior to the proposed termination date.
- B. The parties may mutually agree to terminate the Agreement at any time.
- C. Upon termination both parties shall work closely with CDA regarding any required transition activities.
- D. The parties, after first satisfying all liabilities of the AAA, shall divide any surplus assets on hand in accordance with the percentages determined for the latest fiscal year in Exhibit A(1). Any surplus donations from a county shall be credited to that county.

10. Indemnification

Each party agrees to indemnify and hold harmless the other party and its employees or agents from and against any damages including costs and attorney's fees arising out of alleged negligent or intentional acts or omissions of each party, even if the allegations are proven false.

11. Authority to Contract

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

12. Entire Contract

This Agreement, 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 the parties other than those contained in it.

13. Execution in Counterparts

This Agreement 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.

14. Amendment/Modification

Except as otherwise provided, this Agreement may be modified or amended only in writing with the prior written consent of the governing boards of the parties.

15. Waiver

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

16. Notice

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed to the following addresses. 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.

NAPA COUNTY
[Address]

SOLANO COUNTY
[Address]

17. Insurance

The Administering Agency shall be responsible for obtaining and maintaining at all times during the term of this Agreement and thereafter as to matters occurring during the term of this Agreement, appropriate liability and workers' compensation insurance, which names the other county as additionally insured, subject to the approval of that other county. The Administering Agency may provide equivalent self-insurance, subject to the approval of the other county.

THIS AGREEMENT was executed by the parties below as of the date first written above.

COUNTY OF NAPA, a political subdivision
of the State of California

COUNTY OF SOLANO, a political
subdivision of the State of California

By: _____
Chair, Napa County Board of Supervisors

By: _____
Chair, Solano County Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

_____, Napa County Counsel

Dennis Bunting, Solano County Counsel

By: _____
Deputy County Counsel

By: _____
Deputy County Counsel

DRAFT

EXHIBIT A

Funding Distribution Formula

1. Funds from CDA, grants and donations received from outside Napa or Solano shall be divided between the counties based on each county's percentage of the total population served by the AAA. For the first fiscal year (July 1 – June 30) of the Agreement, the parties agree that the percentages shall be 26.51% for Napa and 73.49% for Solano.
2. As part of the annual budget approval process in Section 4 of the Joint Exercise Powers Agreement between Napa County and Solano County the parties shall consult and change, if necessary, the percentages for each subsequent fiscal year.
3. Donations received from within each county shall be credited to that county.
4. Audit Findings shall be shared as follows:
 - A. If the findings are related to a contract that provides services in only one County, the findings shall be the responsibility of the County where the services were provided.
 - B. For all other audit findings, the findings shall be shared based on each County's percentage of the total population served for the FY the finding is for.

COUNTY OF SOLANO
HEALTH SERVICES ADMINISTRATOR

DEFINITION

Plans, organizes and directs one or more major specialized public health programs and assists the Deputy Director in division administration; serves as a member of the department's management team.

CLASS CHARACTERISTICS

This class is characterized by the responsibility for the management of one or more public health program(s) and for assisting the Deputy Director in planning and organizing overall operations. This class is distinguished from other management positions in the department in that incumbents manage large or multiple programs through subordinate program managers.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from a Deputy Director of the Department.

Exercises supervision over management, supervisory, technical and clerical staff.

EXAMPLES OF DUTIES *-Duties may include but are not limited to the following:*

Plans, organizes and manages comprehensive public health system within one or more major programs within the Health and Social Services Department service areas; assesses program needs and existing/projected capabilities and designs a system of services to meet program/community needs, as well as to ensure compliance with laws, regulations and professional standards.

Prepares, reviews and monitors budgets for programs and contracted units; monitors and approves expenditures.

Supervises the work of contract employees, managers, program coordinators, professionals and clerical support personnel engaged in providing direct services to target population and program support staff; reviews work and provides technical assistance in complex and/or difficult situations; interprets and explains program policies and regulations; establishes standards for and ensures compliance with clinical and administrative operations.

Meets with contract agency direction and staff to review performance, facilitate problems solving, respond to concerns and negotiate contracts.

Develops agreements and memorandums of understanding between agencies to deliver services.

Assist in developing and implementing goals, objectives, policies, and priorities; allocate resources

accordingly.

Facilitate development of grant proposals; review and edit proposals; develop or review proposed budgets.

Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor workload and administrative and support systems; identify opportunities for improvement; direct the implementation of changes.

Prepares and submits funding proposals, planning documents and program effectiveness reports; prepares and justifies budget requests; analyzes and interprets proposed and enacted legislation and regulation.

Acts as the division's principle representative in contact with governmental agencies, service providers and professional organizations, community groups/organizations and other County departments on matters related to assigned responsibility.

Participates in Division program planning and policy formulation; assists in establishing goals, as well as evaluating and coordinating overall operation of the Department; may be assigned additional management or administrative activities; may act on behalf of the Deputy Director.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Principals and practices of public administration and program management, including planning, implementation, and evaluation.

Current trends in research, education and related services.

Budget expenditure monitoring.

Policies, regulations and procedures governing assigned programs in public assistance; goals and limitations of public programs within a specific assignment; legal requirements affecting service delivery and operations.

Techniques used to establish and maintain effective communication with clients; socio-economic factors affecting the client; needs, problems and behavior of people in target population.

Services provided by Solano and other surrounding counties.

Principles and practices of supervision; performance evaluation and discipline processes applicable

to the public sector; staffing requirements for the program; training and supervisory practices.

Skills to:

Utilize basic office equipment.

Ability to:

Plan, organize and direct a health services program; develop and manage a program budget.

Identify and evaluate the need for developing proposed changes in program practices and procedures; interpret and apply a variety of complex county, state and federal regulations, policies and guidelines related to a specific program; comply with laws, regulations and professional practices governing program services and operations maintain accurate records and document actions taken; prepare narrative and statistical reports.

Supervise, advise, consult with and train others engaged in professional and technical work; secure cooperation and team work among staff; deal firmly and fairly with clients of various socio-economic backgrounds and temperaments organize and prioritize work assignments; effectively delegate responsibility and authority to others; determine and evaluate level of achievement and performance.

Collect and analyze data to establish/ identify needs, evaluate program effectiveness; develop goals and objectives for assigned work units or projects.

Research regulations, procedures and/or technical reference materials.

Interpret administrative direction for incorporation into operational policy and procedures.

Maintain confidentiality of information.

Communicate clearly and concisely, both orally and in writing; compose correspondence independently.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

QUALIFICATION GUIDELINES

Experience

Five years of progressively responsible experience in the delivery of community

public health as a Nurse or Health Educator that includes direct program management and supervision of professional staff coupled with experience in public administration including budget preparation, program planning/evaluation and supervision

Education

Bachelor's degree is required from an accredited college or university preferably with a major in Public Health, Business or Public Administration, Nursing or a related field. A Master's degree in public health, or certificate in PH Nursing, Registered Dietitian, or a license as Clinical Nurse Specialist or Nurse Practitioner issued by the California State Board of Nursing preferred.

SPECIAL REQUIREMENTS

Employees who were appointed as Public Health Program Managers prior to January 1, 1979, are exempt from the license provided they remain in this classification in the Solano County Public Health Division.

Possession of or ability to obtain a valid Class C California driver's license may be required.

SUPPLEMENTAL INFORMATION

Independent travel may be required.

Selectees for employment must, as a condition of employment, sign a statement agreeing to comply with Section 11165/11166 of the California Penal Code relating to child abuse reporting and Section 15630 relating to Adult Abuse and reporting.

Candidates for some positions in this class will be required to pass a background investigation in accordance with applicable law, regulation and/or policy.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Sensory Requirements: Some tasks require visual perception and discrimination. Some tasks

require oral communications ability.

Environmental Factors: Incumbents must be able to work in an institutional environment which may include exposure to communicable disease and unpleasant working conditions.



Director of Human Resources

Established: May, 1997

Revised: October, 2001, February 2003 (from Health and Social Services Administrator)

Revised: May 2003

BOS Date: June 30, 2003

COUNTY OF SOLANO

PROJECT MANAGER

DEFINITION

Develops, plans, organizes, coordinates and administers assigned projects for a County Department; performs administrative and budgeting duties.

CLASS CHARACTERISTICS

This class is characterized by its management responsibility over a variety of administrative and fiscal activities. This position manages an assigned project or projects within a department, and serves in an administrative capacity, which requires technical program knowledge. Incumbents participate in the development and implementation of goals, objectives, policies and priorities for the assigned program(s). This class may be used for complex, sensitive programs that require the interaction with a variety of departments, outside agencies, business groups, and/or community groups.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from high-level management staff.

May exercise supervision over administrative, technical and/or clerical support staff.

EXAMPLES OF DUTIES - *Duties may include but are not limited to the following:*

Collects, compiles, analyzes, and reports statistical information relating to program and administrative matters.

Develops budgets and provides operational and budgetary oversight over specified programs including reviews to conform to quality assurance standards; develops reporting requirements and associated documents.

Performs community outreach, liaisons and develops partnerships with community groups, businesses, governmental agencies and other community organization.

Develops grant applications and program proposals to obtain state and federal funding; administers and oversees specially funded program(s) and/or function(s).

Reviews program proposals/plans to determine time-frames, funding limitations; develops recommendations for accomplishing program objectives, outcome indicators, performance measures, staffing requirements and allotment of funds to various program components.

Negotiates with service providers regarding procedures, costs, and other contract matters; oversees and monitors contracts.

Represents the agency before boards and committees, in public meetings, and to other government agencies in specific areas of assignment; serves on and/or is the staff person assigned to committees and groups involved in specific program assignments.

Coordinates the provision of services with other program elements.

Evaluates program needs and ensures effective program delivery.

Provides consultation services to the community and related agencies; meets with community organizations, private individuals, agency administrators, and professional staff to gain cooperation in achieving program goals; serves as liaison to community organizations.

May supervise an administrative and/or program staff directly or through subordinate supervisors.

Plans and conducts meetings.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Supervisory principles and practices including work planning, assignment, work review, employee development and evaluation.

Administrative principles and practices including basic budgeting, program planning, development and evaluation of grants, contracted services and funding report requirements.

Analytical techniques including data collection and presentation methods.

Principles, practices, procedures, laws, and regulations related to the assigned department.

Skills to:

Operate office equipment including a personal computer, copy and fax machines and printers.

Ability to:

Plan, and conduct analytical studies related to specific assignments.

Collect, compile and analyze qualitative and quantitative data.

Review and install changes in work methods, systems and procedures, understand, interpret and explain laws, regulations and policies governing program operations; organize complex information into manageable parts.

Communicate effectively both verbally and in writing to individuals and clearly and effectively in public speaking; prepare spreadsheets and documents.

Understand program objectives in relation to departmental goals and procedures.

Prepare budgets, funding proposals and narrative and statistical reports.

Secure cooperation and teamwork among a variety of groups and individuals within and outside of the County.

Understand and analyze expenditure reports.

Maintain accurate records and document actions taken.

Organize and prioritize work assignments.

Research regulations; procedure and/or technical reference materials.

Determine and evaluate levels of achievement and performance.

Interpret political and administrative direction and incorporate into operational policy and procedures.

Plan, coordinate and initiate actions necessary to implement policy and administrative decisions.

Establish and maintain cooperative working relationships.

QUALIFICATION GUIDELINES

Experience:

Three (3) years of professional level, public or private sector administrative experience involving fiscal, operational, and/or legislative analysis.

Education:

Bachelor's degree is required from an accredited college or university, preferably in Business Administration, Public Administration, Economics, Political Science, or closely related field. A Master' degree is desirable.

SPECIAL REQUIREMENTS

Possession of, or ability to obtain, a valid California Class C Driver's License may be required.

SUPPLEMENTAL INFORMATION

Independent travel may be required to various work sites and client residences.

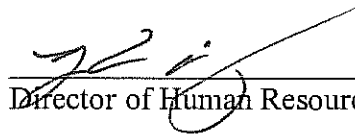
Candidates for some positions in this class will be required to pass a background investigation in accordance with applicable law, regulation, and/or policy.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Sensory Requirements: Some tasks require visual perception and discrimination. Some tasks require oral communications ability.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.



Director of Human Resources

Established Date: July, 2001

Revised Date: February 2003

BOS Date: June 30, 2003

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COUNTY OF SOLANO
CLASS SPECIFICATION
STAFF ANALYST
Effective Date of Revision: 04/12/2017

CLASS SUMMARY:

This is the journey level class in the Staff Analyst series. Under general supervision, the Staff Analyst performs a variety of financial management roles to include preparing, reviewing, analyzing, auditing and monitoring budgets, expenditures, grants, and contracts; and conducts analytical studies involving the operations, programs and services of the department served to develop and/or improve systems and procedures and to recommend and implement solutions. Incumbents may provide supervision over a small clerical or technical support staff, however, financial management and analytical problem-solving are the major components of this class.

DISTINGUISHING CHARACTERISTICS:

This class is distinguished from the:

- **Staff Analyst (Senior)** class which is the advanced journey class of the Staff Analyst series and exceeds the level of the Staff Analyst class by a combination of factors: the amount of guidance received; the level and complexity of the fiscal management duties due to, for example, the size, multi-year scope, and/or accounting basis of the budget, the variety and funding ratio of funding sources, the fluctuations in revenue generation and/or cost reimbursements, the difficulty in performing cost analyses involving a variety of types of expenditures, the complexity of program activities which are impacted by changing laws and regulations, Federal and state fiscal interfaces, the size and complexity of grants and contracts and the difficulty in ensuring grant parameters and contract provisions are met; the diversity, complexity and breadth of projects due to, for example, the interactivity with other organizations; the level of the organization to which assigned; and the overall program responsibility; and the
- **Staff Analyst (Entry)** class which is the entry level class of the Staff Analyst series and which is flexibly staffed to the journey level Staff Analyst class; an employee in this class initially works under close supervision performing the less complex projects that are narrower in scope or specific portions of larger projects, progressing to general supervision as the incumbent becomes able to independently perform the full range of duties associated with this level.

SUPERVISION RECEIVED AND EXERCISED

Supervision is provided by the supervisor of the work unit.

Employees in this class may supervise employees in clerical and/or technical/paraprofessional, classes.

ESSENTIAL DUTIES: This class specification represents the core area of responsibilities; specific position assignments will vary depending on the needs of the department.

- Performs a variety of financial management duties:
- Prepares, reviews, analyzes, audits and monitors budgets by:
 - developing budgets based on analysis of data collected including impact on service levels and operations and/or information required by the funding source;
 - reviewing revenue projections, revenue trends, time studies, enacted or future legislation, etc. and analyzing their impact on projected budgets; and
 - developing and providing budgetary information to be used for feasibility studies, project/program development, and analysis of program viability, effectiveness and efficiency.
- Reviews and analyzes fiscal aspects of programs by:
 - recommending and establishing general fiscal procedures to improve department operations based on cost/benefit studies;
 - analyzing financial reports, expense claims, cost analysis patterns and trends, etc. to determine how projected and budgeted expenditures will generate earned Federal and state funding;
 - reviewing financial data on an ongoing basis to assure conformance with established guidelines;
 - analyzing Federal and state proposed and adopted legislation and budgets to determine impact on assigned unit's program revenue and operations; and
 - providing input as to financial implications of projects.
- Prepares, reviews, analyzes, audits and monitors contracts by:
 - recommending and establishing contract forms and procedures;
 - developing, reviewing and making recommendations concerning bid proposals and agreements, interpreting contract terms and monitoring adherence to same; and
 - recommending solutions to contractual problems.
- Prepares, reviews, analyzes, audits and monitors grants by:
 - researching operational and fiscal requirements for specific grant proposals;
 - preparing grant applications, claims and all subsequent follow-ups and recommending and monitoring procedures for grant implementation; and
 - reviewing data submitted by grantor for adherence to scope of work requirements to ensure objectives, goals and compliance to grant requirements are achieved.
- Presents findings and recommendations in oral presentations, written narrative and statistical reports, agenda items for the Board of Supervisors, etc.
- Conducts studies involving the operations, programs and services of the department to identify and analyze problems as well as to recommend and implement solutions by:
 - planning and conducting studies of administrative and operational activities including fiscal operations, budget preparation and control, equipment usage, staffing patterns, work flow, service delivery, space utilization, affirmative action, and training plans;

- participating in interdisciplinary program research and/or analysis and the preparation of written/verbal recommendations on a broad range of governmental and managerial problems;
 - receiving and responding to requests for assistance in resolving high profile projects that require immediate attention;
 - researching available computer software to meet operational needs;
 - evaluating the efficiency and effectiveness of the program, operation, procedure, and/or practices under study;
 - ensuring department compliance with applicable laws, rules, regulations, etc. and initiating actions to correct deviations or violations;
 - reviewing work methods and systems to increase service efficiency/effectiveness; and
 - based on analysis of gathered data, developing reports and making recommendations for appropriate action which may include implementing new or revisions to current policies and procedures, and implementing new/changed data collection systems.
- May perform supervisory duties to direct reports in clerical and/or technical/paraprofessional classes such as:
 - assigning work and planning and scheduling staff's work activities and deadlines;
 - establishing standards for acceptable work products and evaluating performance;
 - reviewing work and recognizing employees' work efforts and accomplishments;
 - proposing disciplinary actions;
 - interviewing applicants and recommending selections;
 - providing career development mentoring and recommending training and career development opportunities;
 - ensuring that employees are properly trained and that they are scheduled for or have received required training or needed formal training;
 - providing instruction and/or guidance to employees in handling difficult or complex work problems;
 - reviewing and approving timesheets and requests for leave; and
 - communicating, supporting and enforcing County and Department policies and procedures including those related to equal opportunity and to safety.
- Reviews present and pending legislation and judicial decisions to determine effect on departmental organizations and presents recommendations to implement required changes.
- Performs other duties of a similar nature or level as assigned.

EDUCATION AND EXPERIENCE:

- **Education:** Bachelor's degree or higher from an accredited college or university preferably in Business Administration, Public Administration, Accounting, Finance, or a related field or, if in a different related field, have completed nine (9) semester, or thirteen and one half (13.5) quarter units in the field of accounting.

AND

- **Experience:** One (1) year of responsible professional work experience equivalent to the functions performed by a Staff Analyst (Entry) within the particular field of expertise required.

LICENSING, CERTIFICATION AND REGISTRATION REQUIREMENTS:

Applicants are required to possess a valid California Driver's License, Class C.

Note: All licenses must be kept current while employed in this class.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Budget preparation principles, practices and techniques.
- Principles and practices of accounting, cost analysis, and fiscal management.
- Practices and techniques of analytical techniques to include administrative and statistical analysis, statistical report preparation, and graphic presentation of analysis.
- Laws, regulations and policies applicable to work performed and of the assigned organization.
- Legislative and judicial analysis resources.
- Standard and accepted principles and practices of supervision, leadership, motivation, team building, organization, training, and conflict resolution.
- Oral communication techniques to include presentations to groups of various sizes in a positive, inclusive, and motivational manner.
- English composition, spelling, grammar, vocabulary, and punctuation for both written and oral communications.
- Formats and appropriate terminology for written communications such as business correspondence, policies, procedures and narrative reports.
- Basic mathematics for developing, preparing and completing numerical, budgetary, and/or statistical reports.
- Standard office procedures, practices, equipment, personal computers, and software.

Skill and/or Ability to:

- Prepare, analyze, monitor and audit budgets, cost analysis reports, funding proposals and other narrative and statistical reports related to the budget.
- Understand and analyze expenditure reports.
- Analyze financial reports, expense claims, cost analysis patterns and trends, etc.
- Analyze Federal and state proposed budgets to determine impact on assigned unit's program revenue and operations.
- Prepare and monitor contracts and grants according to designated guidelines and regulations.
- Plan, organize and conduct analytical studies involving the professional body of knowledge related to the specific assignment.
- Collect, compile and analyze qualitative information (to include regulations, procedures and technical reference materials) and quantitative data (to include statistical and cost analysis reports).

- Review and install changes in work methods, systems and procedures develop and implement operational procedures and plan, coordinate and initiate actions necessary to implement policy and administrative decisions.
- Supervise, evaluate, train, and develop staff and organize their work.
- Understand, interpret and apply applicable laws, regulations and policies and use good judgment in their application.
- Research laws, regulations, procedures and/or technical reference materials; analyze, evaluate and interpret the data gathered; draw logical conclusions; develop reasonable and deliverable options, make appropriate recommendations; and implement the resultant change effectively.
- Manage a variety of simultaneous work projects and carry them through to successful completion.
- Interpret political and administrative directions and incorporate them into operational policies and procedures.
- Prepare a variety of written communications to include reports, policies, procedures and comprehensive narrative and statistical reports.
- Communicate information and ideas clearly and concisely, both orally and in writing.
- Work with and speak to various cultural and ethnic individuals and groups in a tactful and effective manner.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Represent the office in meetings with representatives from various County and non-County organizations, with local businesses, with customers, and/or with the general public.
- Maintain accurate records and document actions taken.
- Maintain confidentiality of records and information per pertinent laws/regulations.
- Use modern office equipment to include computers and related software applications which often are unique to the work of the assigned units.

PHYSICAL REQUIREMENTS :

- Mobility and Dexterity: Positions in this class typically require stooping, kneeling, reaching, standing, walking, fingering, grasping, feeling (i.e. sense of touch), and repetitive motion.
- Lifting, Carrying, Pushing and Pulling -- Light Work: Employees in this class will be exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.
- Vision: Positions in this class require the employee to have close visual acuity, with or without correction, to prepare and analyze data and figures, transcribe, view a computer terminal, read, etc. Positions in this class also require employees to have depth perception in order to operate a motor vehicle.
- Hearing/Talking: Positions in this class require the employee to perceive the nature of sounds at normal speaking levels with or without correction, and have the ability to receive detailed

information through oral communication. Positions in this class require the employee to express or exchange ideas by means of the spoken word.

WORKING CONDITIONS:

- Office Work: Employees in this class will most often be working in an office setting.
- Traffic Hazards: Employees in this class will be required to operate a vehicle and thus will be subject to traffic hazards while driving.

OTHER REQUIREMENTS:

- Background Checks: The County may conduct a background check and a reference check on candidates prior to appointment to a position within this class. The background check may include the State of California Department of Justice, the Federal Bureau of Investigation (FBI), the Child Abuse Central Index (CACI), and criminal checks in any City/County where the applicant has lived, worked or gone to school.
- Independent Travel: Incumbents are required to travel independently, for example, to perform work at other work sites, to attend meetings with other County employees, to meet with contractors, to attend meetings with representative from other counties and with state and Federal agencies, etc.
- Hours of Work: Incumbents may be required to work weekends, holidays, irregular hours, on-call, and after normal business hours.

CLASS HISTORY AND CLASS INFORMATION:

- Date Approved by the Civil Service Commission: May 2000
- Date Class Title Added to the Listing of Classes & Salaries by the Board of Supervisors: June 30, 2003
- Date(s) Revised: March 2006; April 12, 2017
- Class Code: 183060

COUNTY OF SOLANO
CLASS SPECIFICATION

Exhibit J

ACCOUNTANT (JOURNEY)

Effective Date of Revision: 10/9/2013

CLASS SUMMARY:

This class represents the professional, journey level in the Accountant series.

It is characterized by the responsibility to apply professional accounting principles to facilitate fiscal control, perform financial analysis and/or establish accounting systems within a County department. Incumbents will perform a full range of complex technical tasks and work under direction within a framework of established procedures, which require the application of accounting principles and a broad knowledge of accounting practices as well as analysis, evaluation and interpretation of laws, regulations and financial transactions.

Performs professional accounting duties in the preparation of financial reports and/or statements, in the development, review and maintenance of a department's accounting, cost, and other financial reporting systems that meet Federal, State and local requirements, in the collection and interpretation of financial information, and in the analysis of financial records; monitors department financial systems to identify problems, recommend changes and take corrective action to maintain integrity of the department's accounting systems.

Employees in this class are expected to exercise sound professional judgment in the interpretation of Federal, State, local and general accounting policies.

DISTINGUISHING CHARACTERISTICS:

This class is distinguished from the:

Accountant (Senior) class which is the advanced journey class in this series and is responsible for performing more difficult financial and accounting tasks such as independently performing or acting as lead in performing specialized and more complex accounting, claiming, and financial reporting activities; and the

Accountant (Entry) class which is the entry class in this series and is responsible for learning to perform professional accounting duties in the preparation of financial reports and/or statements, in the development, review and maintenance of department's accounting, cost and/or other financial reporting systems, in the collection and interpretation of financial information, and in the analysis of financial records.

SUPERVISION RECEIVED AND EXERCISED:

Works independently with general supervision from a supervisory or management level position.

May exercise supervision over clerical and paraprofessional staff working in the accounting function.

ESSENTIAL DUTIES: This class specification represents the core area of responsibilities; specific position assignments will vary depending on the needs of the department.

- Prepares a variety of detailed, analytical accounting, statistical and/or financial statements or reports which require analysis and interpretation of fiscal data for use primarily by the assigned department but also by other departments, auditors and/or non-County agencies; examines, analyzes and verifies fiscal documents to ensure adherence to established controls.
- Submits grant applications and compiles supporting documentation, monitors revenues and projection of grant monies, local fees and state revenues; may prepare invoices and assist in revenue collection; calculates interest and revenues to accounts; prepares and verifies claims, vouchers, accruals and year-end closing entries; and reviews departmental internal controls.
- Prepares tax returns; investigates and resolves tax related issues.
- Prepares, evaluates, justifies and maintains annual budgets; assembles and analyzes cost accounting records and other supporting technical and statistical data such as compiling data on Federal expenditures, preparing cash flow projections, and preparing and reviewing Federal and State claims and cost reports; makes adjusting entries and transfers of appropriations.
- Monitors contractor performance reviews costs reports submitted by contractors and outside agencies, performs reviews of contractor's records, develops procedures for cost settlement with various contractors.
- Reviews fiscal policies and procedures to ensure compliance with County, Federal and State requirements; advises superiors and departmental managers of changes in laws, rules, and regulations and practices which impact on departmental accounting and fiscal procedures; interprets rules and regulations to determine accounting requirements for externally funded programs; develops accounting guidelines for department's use; reviews department accounting systems, procedures and records; recommends and assists in the implementation of new or revised department accounting systems; analyzes operational procedures to automate manual accounting systems; designs and maintains departmental accounting forms; and analyzes and initiates changes in department accounting practices, procedures and techniques in order to meet internal and external financial reporting requirements.
- Establishes and maintains working relationships with vendors/contractors, county staff, management, Federal and State agencies, and the general public; serves as liaison for Federal and State external and internal audits related to department programs.
- May supervise the work of clerical and paraprofessional staff working in the accounting function; provides assistance with reconciliation or other fiscal functions; recommends personnel actions related to employee selection, advancement, transfer, and discipline; trains and evaluates employees.
- Performs a variety of routine administrative tasks in support of the daily operations of the office; faxes information; answers calls; prepares correspondence; copies documents; sets up files.
- Performs other duties of a similar nature or level as assigned.

EDUCATION AND EXPERIENCE:

Education: A Bachelor's degree or higher from an accredited college or university with a major in business administration, finance, accounting or a closely related field, which must have included at least 12 semester or 18 quarter units from among the following accounting courses: Principles of Accounting, Intermediate Accounting, Advanced Accounting, Governmental Accounting, Fund Accounting, Cost Accounting, or Auditing.

Experience: Two years of professional accounting experience

Note: Possession of a Certified Public Accountant Certificate may be substituted for the education requirement.

LICENSING, CERTIFICATION AND REGISTRATION REQUIREMENTS:

Some positions in this class will require the applicant to possess a valid California driver's license, Class C, by the time of appointment.

The possession of a Certified Public Accountant Certificate is desired.

Employees must keep their licenses, certifications and registrations current and failure to do so may constitute cause for personnel action in accordance with Civil Service Rules or applicable bargaining agreement.

REQUIRED KNOWLEDGE AND ABILITIES:

Knowledge of:

- Generally Accepted Accounting Principles (GAAP) principles, practices, theories and procedures.
- Cost accounting principles and systems.
- Laws, rules and regulations that apply to fiscal operations.
- Accepted methods of business office management.
- Principles and practices of public administration including budgeting, program planning/evaluation and supervision.
- Standard office procedures, practices, equipment, personal computers, and software.

Ability to:

- Understand, interpret, explain and comply with laws, regulations, policies and professional accounting principles and standards governing fiscal operations in County government.
- Plan, organize and administer financial programs/services.
- Analyze fiscal data and draw logical conclusions.
- Identify and resolve problems relating to fiscal and/or administrative operations.
- Prepare fiscal procedures.
- Design accounting forms.
- Prepare budgets, funding proposals and narrative and statistical reports.
- Understand and analyze expenditure reports.
- Maintain accurate records and document actions taken.
- Interview people to obtain information needed to investigate/resolve complaints.
- Research regulations, procedures and/or technical reference materials.

- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Maintain confidentiality of information.
- Supervise clerical and paraprofessional staff working in the accounting function.
- Utilize personal computer using word processing and spreadsheet computer program applications and Federal/State automated accounting and cost reporting systems.
- Use basic office equipment.

PHYSICAL REQUIREMENTS:

Mobility and Dexterity: Positions in this class typically require stooping, kneeling, reaching, standing, walking, fingering, grasping, feeling (i.e. sense of touch), and repetitive motion.

Lifting, Carrying, Pushing and Pulling -- Sedentary Work: Employees in this class exert up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.

Vision: Positions in this class require the employee to have close visual acuity, with or without correction, to prepare and analyze data and figures, transcribe, view a computer terminal, read, etc. Some positions in this class also requires employees to have depth perception in order to operate a motor vehicle.

Hearing/Talking: Positions in this class require the employee to perceive the nature of sounds at normal speaking levels with or without correction, and have the ability to receive detailed information through oral communication. Positions in this class require the employee to express or exchange ideas by means of the spoken word.

WORKING CONDITIONS:

Employees in this class will most often be working in an office setting.

OTHER REQUIREMENTS:

Independent Travel: Some positions in this class will require employees to travel independently, for example, to perform work at other work sites, to attend meetings with other County employees, etc.

Hours of Work: Incumbents may be required to work weekends, holidays, irregular hours, on-call, and after normal business hours.



Director of Human Resources

- Established Date: February 1995
- BOS Date: June 30, 2003
- Revision Dates: 01/10/07, 10/09/13

COUNTY OF SOLANO

OFFICE ASSISTANT II

Rev. 9/00

DEFINITION

Under general direction, performs a variety of complex and/or routine clerical work in support of a functional work unit or program; receives and processes information, by phone or in person, based upon needs of the programs to which assigned; performs related work as required.

CLASS CHARACTERISTICS

This is the journey level class in the Office Assistant series in which incumbents must possess general clerical skills. This position is characterized by the responsibility to perform complex clerical tasks and to apply specialized knowledge of departmental, work unit and program procedures, services and methods. Incumbents work within a framework of established procedures and are expected to perform clerical tasks with limited instructions and assistance. Incumbents must apply various established rules and procedures in decision making. Incumbents have routine contact with the public, answer procedural questions or give out factual information. It is distinguished from other Office Assistant classes by the complex nature of general clerical office support activities performed. Job duties can be learned from formalized instruction or apprenticeship of short duration.

EXAMPLES OF DUTIES

Depending on assignment, duties may include, but are not limited to the following:

1. Receives and screens callers, both in person and over the phone; evaluates described problems and responds to inquiries regarding departmental services or official documents and notices; refers callers to appropriate individuals and/or offices; provides the public and employees with general procedural and/or specific information regarding department, program or services; distributes and explains forms or requests; makes room reservations and/or schedules appointments; verifies identity of individuals; contacts outside agencies to verify information and resolve discrepancies.
2. Guides, advises or explains the functions of the department, work unit or program; may provide assistance, training or instruction to help people understand and learn their duties and responsibilities with respect to the functional usage of forms, documentation, equipment, supplies or materials.
3. Develops, receives and processes documents and information; determines routing of information, correspondence, service requests, records and documents based on content and knowledge of unit operations; issues certificates, permits, licenses and other such documents based on review of submitted documentation for sufficiency and conformance with operating/licensing procedures; determines, receives, records and processes fees according to established procedures; processes accounts receivable and makes deposits.

EXAMPLES OF DUTIES (Continued)

4. Establishes and maintains general filing, tickler, cross reference and other specialized manual and/or automated record keeping systems; assigns alpha and/or numeric identification codes; sorts and files information based on content or another classification method (e.g., chronological or alphabetical order); purges files; posts information to records and files to update information and document activity transactions; conducts file search to locate misplaced documents; compiles data and/or research information.
5. Copies, compiles, collates, transcribes, files, or posts data and/or information following a schema or plan for the purpose of recording, referencing, describing, or reporting information for work assignments; records, files, enters and/or stores data and information such as that associated with interviewing, guiding, transcription, shorthand, rules, regulations, schematics, diagrams, blueprints, job specifications, routine correspondence, general operating manuals, specifications, operational status, equipment installation, proof reading and assembly instructions.
6. Types a variety of documents such as reports, letters and contracts from handwritten, typed or voice recorded draft; receives direction regarding document format, content, distribution and preparation priority; selects and/or designs appropriate typing format; proofs and corrects copy for grammar, spelling, punctuation and conformance with established guidelines; makes, collates and binds copies of documents produced; distributes documents; composes routine correspondence; develops form letters.
7. Retrieves information from County files and documentation; verifies accuracy of the information to be distributed; verifies information to determine whether documents have been mailed and/or distributed to appropriate parties; performs research to identify needed documents or to verify receipt of documents.
8. Receives, time stamps, routes, and/or distributes materials in accordance with prescribed methods; packs or unpacks materials; moves objects; delivers/picks-up materials or mail; runs errands as necessary.
9. Provides clerical support to unit administrative functions by processing time sheets, payroll/personnel transactions, claims and purchase orders/requisitions; maintains workload statistics, mileage records, supplies and fixed assets; takes and prepares informal meeting notes and minutes; assists in report and budget request preparation by researching and compiling information; establishes and documents clerical operational and work methods procedures.
10. Maintains office equipment and facilities; requests and follows-up on building maintenance and custodial services; operates and performs routine preventative maintenance on office machines; operates personal computers, printers, and related peripherals where the regulating of controls requires continuous attention and readiness of response; may require the use of vehicle specifically required by the job.

EXAMPLES OF DUTIES (Continued)

11. Reviews and classifies data and information following a schema, plan or system using discretion to determine the appropriate classification of information pertaining to work assignment; analyzes criteria, standards, and/or requirements associated with a particular discipline or work assignment in order to determine actual or probable interactive effects and relationships.
12. Performs data entry into specialized computer systems used to track and log various County records activities and programs; retrieves information from these specialized computer systems upon request; uses a variety of software applications (e.g., word processors, databases, spreadsheets, presentations) to complete work.

QUALIFICATION GUIDELINES

Education and/or Experience

High school diploma or GED preferred; supplemented by six (6) months of full-time work experience that demonstrates possession of and competency in the requisite knowledge and abilities.

Knowledge/Skills/Abilities

Considerable knowledge of secretarial and office methods, procedures, and techniques; manual and automated filing systems; office equipment operation; business correspondence, record-keeping and filing systems; office practices; report writing; correct English usage; standard operating policies, procedures and administrative structure; forms, records and terminology used in the area of work specialization; rules, regulations and operating procedures governing clerical and technical activities of the assigned unit/program; public information and contact techniques; availability and interrelationship of similar and related services provided by other units, departments and agencies; methods of recording, researching and compiling information; general clerical and technical resource materials and information sources; document preparation, duplication and distribution techniques; administrative procedures effecting inventory, purchasing, accounting and personnel/payroll transactions.

Ability to provide general clerical support to a specialized work unit; apply knowledge of operational and technical procedures specific to assigned unit/program; communicate and apply rules, regulations, policies and procedures applicable to clerical assignment; understand, interpret and explain laws, regulations and policies governing program operations; understand program objectives in relation to departmental goals and procedures; understand and apply written and verbal instructions; convey information to others; refer clients to services related to unit activities provided by other units, departments and agencies; receive and review information to identify services; proofread names,

QUALIFICATION GUIDELINES (Continue)Knowledge/Skills/Abilities (Continued)

numbers, codes and symbols; sort alphabetically and numerically; sort by content or other classification methods; recall detailed information; sort information and correspondence based on content; develop and implement clerical operations and work method procedures; collect and analyze data to draw logical conclusions and make appropriate recommendations; plan, organize and prioritize work; work under pressure and meet short deadlines; interpret and apply written and verbal instructions; operate a multi-line telephone, word/data processing equipment, copier, shredder, microfilm equipment, cash register and other equipment used in clerical support activities; read and comprehend equipment operating instructions; search information storage systems to locate information; update and purge information storage systems based on established procedures or specific instructions; solve problems encountered in the course of work by choosing between procedural alternatives; accurately transfer information from one source to another; maintain records, logs and indices; extract specific information from records or reports; answer the phone and take messages; make routine arithmetical calculations; organize and prioritize work assignments; use word processing, spreadsheet, database and/or desktop publishing software; make decisions and independent judgments; project consequences of decisions; communicate effectively with people of diverse socio-economic backgrounds and temperaments; establish and maintain cooperative working relationships; maintain confidentiality of information; recognize and respect limit of authority and responsibility.

SPECIAL REQUIREMENTS

None.

SUPPLEMENTAL INFORMATION

Incumbents in this classification are re-allocated from the position of Office Assistant I upon the successful completion of one-year of satisfactory performance in the Office Assistant I class.

Positions allocated to this class may require bilingual skills.

Positions allocated to this class require the ability to learn specific knowledge related to department, division or program.

Applicants are required to demonstrate basic word processing skills through the passing of a County approved test.

Recruiting requirements may be set to test keyboarding (40 net WPM) and/or transcription speed; however, these skills are not the primary areas to be measured in the selection process.

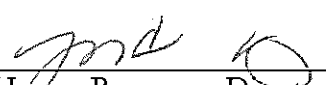
Independent travel may be required.

ADA COMPLIANCE

Physical Ability: Some tasks may involve the ability to exert moderate physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (10-20 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Sensory Requirements: Some tasks require visual perception and discrimination. Some tasks require oral communications abilities.

Environmental Factors: Tasks are regularly performed without exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.



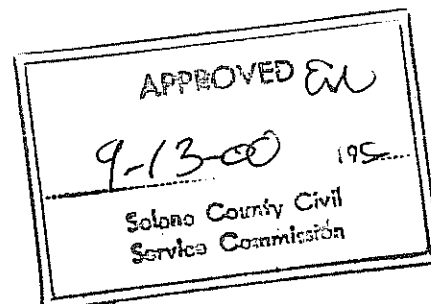
Human Resources Director

9/11/02

Date

Solano County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, Solano County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Rev. 9/00
Spec 0843



COUNTY OF SOLANO
HEALTH EDUCATION SPECIALIST

DEFINITION

Plans, implements and evaluates public health promotion and education activities and related general education programs.

CLASS CHARACTERISTICS

This is a journey level classification, characterized by the responsibility for development, implementation and evaluation of health promotion and education programs. Incumbents provide direct interventions, consultation, and technical assistance to staff and the community. This class is distinguished from Health Education Specialist (Senior) in that the latter may act as a project lead, performs advance journey level work.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Supervising Health Education Specialist/Project Director.

May provide guidance to volunteers and student interns.

EXAMPLES OF DUTIES –*Duties may include but are not limited to the following:*

Prepares, obtains and disseminates public health information reports, bulletins, pamphlets, posters, exhibits, news releases, radio scripts and other materials; participates in evaluating the effectiveness of program information material and methods; assists in conducting needs assessments; develops teaching materials and educational curricula.

Provides liaison and networking between the Health Services Department and other public and private agencies, community organizations and professional groups, including school administrators, physicians, nurses and school teachers on developing an effective health education program and curriculum; provides technical support to other agencies and groups.

Participates in health information and education programs, health fairs, community events, conferences and meetings; provides consultation and guidance to individuals in clinics; makes presentations to community and youth groups; plans and conducts in-service education programs for Health and Social Services Department personnel and community members.

Conducts presentations for community and other groups as requested; collaborates in coordinating community events related to program goals; participates and facilitates community coalitions and advisory committees.

Develops outreach plans; assesses the health education needs of the community or various target populations; researches and develops policies and procedures; prepares or contributes to the general Health Education Plan; writes grant proposals.

Advocates on behalf of clients of the Department.

Maintains professional knowledge in applicable areas and keeps abreast of changes in job-related rules, statutes, laws and new trends in the health education field; makes recommendations for the implementation of changes; reads and interprets professional literature; attends training programs, workshops and seminars as appropriate.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Working knowledge of the principles, methods and practices of health information/promotion and education.

Different public health functions, programs and objectives of a Health and Social Services Department.

Psychology of effective information dissemination and the educational processes.

The functions and objectives of public and private agencies and institutions that provide health information and education activities, programs and services.

Techniques and use of mass media communications such as newspapers, radio, television and graphic arts.

Skill to:

Operate office equipment including a personal computer, copy and fax machines and printers.

Ability to:

Gain public support and cooperation of public officials, community groups and agencies relative to community health concerns.

Prepare and edit effective copy for public information.

Formulate, promote and implement a variety of information/education programs; develop curricula including objectives, content areas, learning activities; evaluate program effectiveness.

Develop and maintain relationships with local media; conduct training.

Make public presentations.

Organize and prioritize work assignments.

Communicate clearly and concisely, both orally and in writing with people of diverse socio-economic backgrounds and temperaments.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work; demonstrate tact and diplomacy.

Maintain confidentiality of information.

EXPERIENCE AND EDUCATION/TRAINING

Experience:

One year of full time, paid experience, in health promotion and education activities.

Education/Training:

Bachelor's degree is required from an accredited college or university preferred in health education or in public health, education, health science, sociology, psychology or a related field including at least three college level classes in public health/health education or Certification as a Health Education Specialist (CHES). A Master's degree in Public Health may be substituted for the experience.

SPECIAL REQUIREMENTS

Possession of, or ability to obtain, a valid California Class C driver's license may be required.

Some assignments may require certification associated with the specific subject area.

SUPPLEMENTAL INFORMATION

Independent travel is required.

Candidates for employment may as a condition of employment sign a statement agreeing to comply with Section 11166 of the California Penal Code relating to child abuse reporting.

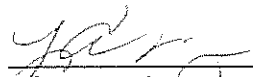
ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and

materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation. May involve prolonged standing.

Sensory Requirements: Requires the ability to recognize and identify colors, shapes, sounds, forms, tastes or textures associated with job-related objects, materials and tasks.

Environmental Factors: Tasks are regularly performed without exposure to adverse environmental conditions.



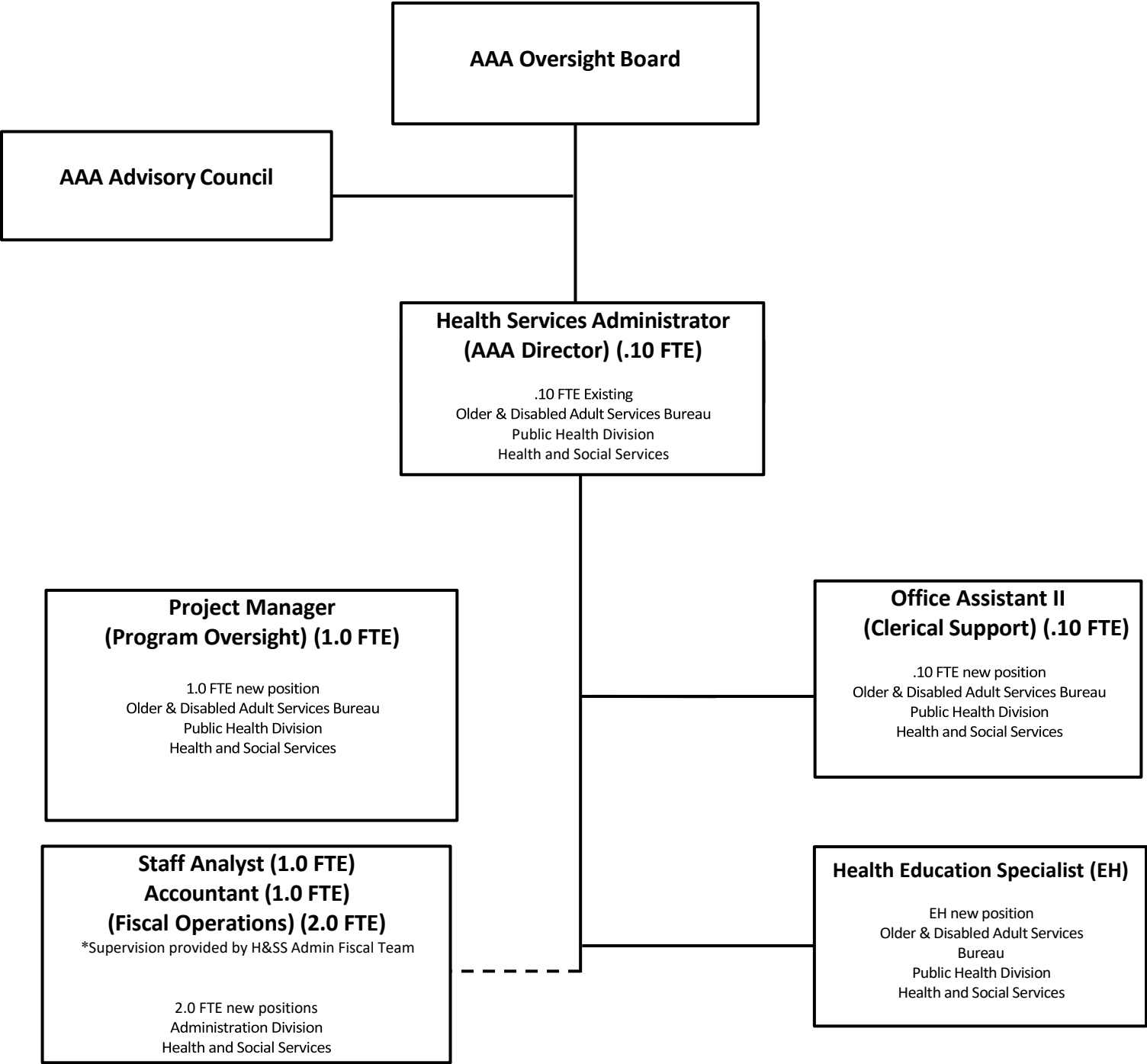
Director of Human Resources

Established Date: August 1991

Revised Date: November 2002

BOS Date: June 30, 2003

I:\Classification\Class Specs\ParaProf specs\Health Education Specialist.doc





Solano County

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

Meeting Minutes - Action Only 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, August 14, 2018

8:30 AM

Board of Supervisors Chambers

11

[18-568](#)

Approve submittal of the draft joint application of Napa and Solano counties to the California Department of Aging to form a new Area Agency on Aging for Planning Service Area 28; Approve a draft Joint Exercise of Powers Agreement between Napa and Solano counties to establish a new Area Agency on Aging for Planning Service Area 28; Authorize the County Administrator to sign the application documents; and Accept the initial start-up period (9 months) draft budget

Continued



Solano County

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

Agenda Submittal

Agenda #:	27	Status:	Regular Calendar
Type:	Contract	Department:	Health and Social Services
File #:	18-587	Contact:	Gerald Huber, 784-8400
Agenda date:	08/28/2018	Final Action:	
Title:	Consider an amendment to modify the expiration date of the prior Mental Health Plan contract between Solano County Health and Social Services and the California Department of Health Care Services to May 1, 2013 through June 30, 2017; Consider approval of a contract between Solano County Health and Social Services and the California Department of Health Care Services to provide mental health services under the Medi-Cal Mental Health Plan for FY2017/18 through FY2021/22; and Authorize the Director of Health and Social Services to sign the contract and contract amendment and any administrative amendments issued by the State		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Mental Health Plan Contract Amendment, B - Link to Original Contract and Renewal		

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

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board consider and approve an amendment to modify the expiration date of the prior Mental Health Plan contract between Solano County Health and Social Services and the California Department of Health Care Services to May 1, 2013 through June 30, 2017; Consider approving a contract between Solano County Health and Social Services and the California Department of Health Care Services to provide mental health services under the Medi-Cal Mental Health Plan for FY2017/18 through FY2021/22; and Authorize the Director of Health and Social Services to sign the contract and contract amendment and any administrative amendments issued by the State.

SUMMARY:

The State Department of Health Care services (DHCS) recently issued its renewal contract to counties' Mental Health Plan contracts. The term of the contract began retroactively on July 1, 2017 through June 30, 2022. DHCS also issued an amendment to the prior contract, amending the dates to expire on June 30, 2017 to eliminate two contracts covering the same time frame. The State's delay in issuing the current contract and the amendment to the prior contract was caused by numerous new obligations promulgated by the Centers for Medicare and Medicaid Services' (CMS) revisions to the managed care regulations applicable to Prepaid Inpatient Health Plans (PIHPs) in the Federal Register, Vol. 81, No. 88, May 6, 2016, referred to as the Final Rule. The County Mental Health Plan is considered a PIHP under the managed care rules definitions. As a condition of payment for federal financial participation [42 CFR 438.802(a)], CMS required all State Medicaid

agencies revise the contents of their contracts with their respective Plans. CMS has approved the issued version of the MHP contracts.

The Mental Health Plan contract outlines the County's ongoing responsibilities associated with delivery of specialty mental health services for Solano County's Medi-Cal beneficiaries in accordance with the California Code of Regulations Title 9, Title 42 Code of Federal Regulations, and the DHCS State Plan approved by CMS, referred to as the "waiver" authorized under Section 1915 of the Social Security Act. CMS approved the current waiver on July 1, 2015 for a five-year period, which also included Special Terms and Conditions that included more State oversight and transparency of program integrity, monitoring and compliance on the part of both the State and Counties.

Another change to the DHCS contract is that it is a "zero dollar" contract, because there is technically no maximum amount of services that can be delivered, as long as the MHP has the funds for local match that are necessary to draw down federal dollars. The prior contract amendment includes the statewide total for Mental Health Plan contracts. The authority to be paid is in accordance with accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institution Code along with Sections 5600, 5750, 5650, and Government Code Sections 11138, 14705 and 14718.

FINANCIAL IMPACT:

As the Mental Health Plan for Medi-Cal beneficiaries, Solano County can claim for federal reimbursement for Medi-Cal direct services, administration of the Mental Health Plan and quality assurance activities. Federal reimbursement can vary between 50-95% depending on the client's Medi-Cal aid code and/or program activity. The FY2018/19 Adopted Budget includes \$18.2M in anticipated federal monies to offset Mental Health Plan expenditures.

DISCUSSION:

Operation of the County Mental Health Plan under this contract obligates the County to the requirements and scope of specialty mental health services that the County must either provide or arrange for on behalf of eligible Medi-Cal beneficiaries of Solano County. Services are delivered in accordance with the County's Implementation Plan. This requires service accessibility 24 hours a day, seven days a week. The contract outlines the wide variety of service types that may be offered based upon individualized medical necessity to beneficiaries (and as resources are available, to indigent residents): mental health outpatient services, medication support services, day treatment intensive, day rehabilitation, crisis intervention, crisis residential services, psychiatric health facility services, psychiatric inpatient services, and targeted case management. In addition, these services are required to be available and provided as medically necessary to beneficiaries under the age 21: intensive care coordination, intensive home based services, therapeutic behavioral services, and therapeutic foster/family care. These services were previously only available on a subset of youth defined by the Katie A lawsuit. The Mental Health Plan is required to ensure that beneficiaries receive all medically necessary covered services and that the services are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished.

The Mental Health Plan includes detailed obligations regarding beneficiary protections and access to appropriate services which expanded under the CMS Final Rule - including network adequacy requirements, timely access to services, timely concurrent review and authorization of services delivered, availability of second opinions, timely responses to grievances, and choice of provider, among other administrative requirements detailed in the contract. Implementation of the new regulations have been promulgated through Information Notices in which the State outlines its interpretation of the Federal requirements and the State's expectations associated with the implementation of each new element. The State has been analyzing the requirements and informing counties over the past year and anticipates continuing to implement the additional

requirements through 2018.

ALTERNATIVES:

The Board could choose not to approve this contract. This is not recommended because this contract covers the array of critical specialty mental health services that the County is obligated to provide to Solano County Medi-Cal beneficiaries and enables Federal Financial Participation revenue for these services. These services are critical to the health of individuals with severe mental illness.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the contracts. This contract also affects numerous subcontractors of Solano County that provide mental health services under the County's oversight as the Mental Health Plan.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

STANDARD AGREEMENT AMENDMENT

STD. 213A_DHCS (Rev. 03/18)

☒ Check here if additional pages are added: 1 Page(s)

Agreement Number 12-89399	Amendment Number A01
Registration Number:	

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

State Agency's Name

(Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

Contractor's Name

(Also referred to as Contractor)

Solano County Health and Social Services**2. The term of this Agreement is: May 1, 2013 through June 30, 2017****3. The maximum amount of this \$ 8,113,337,000**

Agreement after this amendment is: Eight Billion, One Hundred Thirteen Million, Three Hundred Thirty-Seven Thousand Dollars.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:**I. The effective date of this amendment is June 30, 2017.****II. Whereas, the Centers for Medicare and Medicaid Services (CMS) promulgated revisions to the managed care regulations applicable to Prepaid Inpatient Health Plans (PIHPs) in the Federal Register, Vol. 81, No. 88, May 6, 2016;**

Whereas, Contractor is a PIHP;



Whereas, some of the revised managed care plan regulations applicable to PIHPs became effective July 1, 2017;

Whereas, the CMS requires all PIHPs to enter into a contract, which contains revised managed care regulations applicable to PIHPs, with their respective state Medicaid agency effective July 1, 2017 as a condition of payment of federal financial participation (42 C.F.R. 438.802(a));

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Solano County Health and Social Services		
By(Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Gerald R. Huber, Director		
Address 275 Beck Avenue Fairfield, CA 94533		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		
By (Authorized Signature) 	Date Signed (Do not type)	<input checked="" type="checkbox"/> Exempt per: W&I Code §14703
Printed Name and Title of Person Signing		
Address 1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		

Whereas, Agreement 17-94618 contains the required revised managed care regulations applicable to PIHPs and is effective as of July 1, 2017;

Whereas, this Agreement is currently effective until June 30, 2018;

Whereas, the parties wish to avoid having a period where this Agreement and Agreement 17-94618 are simultaneously effective;

Therefore, the parties wish to have this Agreement expire effective June 30, 2017.

III. This Agreement is amended to expire effective June 30, 2017.

IV. All other terms and conditions shall remain the same.

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

1. [A - Original Contract](#)
2. [B - Mental Health Plan Contract Renewal](#)



Solano County

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

Agenda Submittal

Agenda #:	28	Status:	Regular Calendar
Type:	Miscellaneous	Department:	Board of Supervisors
File #:	18-595	Contact:	Alexandra Winston, 784-6131
Agenda date:	08/28/2018	Final Action:	
Title:	Consider the approval of a concept and implementation of a Tiny Shelter Pilot Project; Authorize the execution of a Memorandum of Understanding with Community Action NorthBay for the Tuffshed units; and Authorize the County Administrator to take all steps necessary to implement the Pilot Project		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:	A - Draft MOU Temporary Housing, B - Draft 5th Impact Housing Program Participant Guidelines		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson recommends that the Board:

1. Approve the concept and implementation of a Tiny Shelter Pilot Project (up to five years) adjacent to the William J. Carroll building in Vacaville (APN 0129-320-280 and 0129-320-290); and
2. Authorize the execution of a Memorandum of Understanding with Community Action NorthBay for the Tuffshed units; and
3. Authorize the County Administrator to take all steps necessary to implement the Pilot Project in accordance with state law.

SUMMARY:

The 2017 Point in Time Homeless Count found that there were 1,232 homeless individuals living in Solano County, of which 132 were living in shelters and 183 were living in some form of transitional housing. 74% or 917 individuals were living on the streets or in encampments without shelter of any form. State law allows counties to declare a homeless emergency and suspend regulations that prescribe standards for housing to allow for the use of temporary emergency homeless shelters. The proposed Tiny Shelter Pilot Project would allow five Tuffshed units to be placed on County-owned property adjacent to the William J. Carroll building in Vacaville.

FINANCIAL IMPACT:

There is no additional impact to the County General Fund at this time. Staff time for preparation of program

planning and guidelines is included in the District 5 budget.

DISCUSSION:

Justification:

Solano County has been working with community partners on addressing the homeless population and the lack of adequate homeless shelter capacity in the County to properly house the 1,232 individuals who are currently homeless.

State law allows for cities and counties to declare a homeless emergency and suspend standard housing regulations to provide immediate alternatives for homeless shelters. Pursuant to Government Code section 8698 et seq., when the County declares a shelter crisis, the County becomes immune from liability for ordinary negligence that may occur in providing emergency housing. These statutes further suspend all regulatory statutes and regulations that prescribe standards of housing, health, and safety that would otherwise prohibit the County from allowing the use of Tuffsheds as emergency shelters. The statutes further provide that the County could adopt health and safety standards to ensure minimal public health and safety. Approval of the recommended action is exempt from the California Environmental Quality Act (CEQA), under Cal. Pub. Resources Code Sections 21080(b)(4) and 21060.3.

The Tuffshed pilot project model would be similar to Yuba County's 14 Forward Project and use a "housing first" model. The location adjacent to the William J. Carroll Center is ideal due to the wrap-around health and social services that are offered, and will be required by the participants/tenants of the project.

Pilot Project Funding:

Staff has received commitments from five organizations or individuals to donate the Tuffsheds to Community Action NorthBay (CAN-B) for the Tiny Shelter Pilot Project. Staff is proposing to execute an MOU with CAN-B to manage the units (Attachment A). Proposed program participation guidelines are attached as Attachment B (prepared by District 5 staff).

Pilot Project Program & Planning:

Health & Social Services Community Services Staff

Onsight Services for:

- Cal Fresh
- Medi Cal
- Mental health screening and service connection
- Substance abuse screening and service connection
- EBT card delivery
- SSI/SSDI application assistance connection

Veteran's Services

Onsight Services for:

- VA Benefits (all)
- Compensation Pension
- Healthcare
- Education

Solano County Workforce Development Board

William J. Carroll Center:

- Employment services
- Financial management education

5th Impact Screening Committee (Health & Social Services Community Services Coordinator, Representative from the Vacaville Homeless Roundtable- There's a Better Way, Homeless Outreach Coordinator, Vacaville Police Department)

- Will screen applicants
- Consult with other invested Stakeholders
- Approve applicants
- Conduct 30-day progress reviews of tenants
- Convene disciplinary hearing if needed

Volunteer Resident Coordinator (TBD will reside on-site)

- House rules enforcement
- Maintenance liaison
- Tenant support

ALTERNATIVES:

The Board can choose to not authorize the Tiny Shelter Pilot Project; however, that is not recommended since this project will provide immediate shelter for a minimum of 10 homeless individuals through the winter who would otherwise have no form of protection from the elements.

OTHER AGENCY INVOLVEMENT:

Community Action North Bay, Health & Social Services, County Counsel, Veterans Services, Solano County Workforce Development Board, and Vacaville Police Department have been consulted on the project.

CAO RECOMMENDATION:

In order for this pilot project to be implemented, a series of next steps will still need to be acted upon. For example, the completion of the MOU with Community Action North Bay should include a budget for operations and agreed to site plan with details on the coordination of services for the residents of the pilot project. The management of the site, including the feasibility of any utilities, required fencing, other onsite facility needs, as well as access, maintenance, parking needs and other services required should also be reviewed. During the implementation phase of the pilot project, concerns may arise that require further discussions and potential recommendations from staff from both resource management and health and social services departments. The proposed pilot project at this time does not anticipate a general fund contribution, but seeks support from health and social services staff and resources, relies on donations for goods and services and the establishment of several MOU's and supportive agreements. Staff will return to Board should these assumptions change.

MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO COUNTY AND
COMMUNITY ACTION NORTH BAY FOR A TEMPORARY HOUSING IN
VACAVILLE, CALIFORNIA

This Memorandum of Understanding (MOU) is entered into between Solano County (County), a political subdivision of the State of California and Community Action North Bay (CAN-B), a California non-profit, on the basis of the following facts, understandings and intentions of the parties:

RECITALS

- A. As of January 2017, 1,232 persons in Solano County are homeless and 74% of individuals are living without any form of shelter compelling the County to declare that a shelter crisis exists in Solano County.
- B. To address the shelter crisis, County and CAN-B jointly are committed to the utilization of a tiny shelter pilot project (Project) in the city of Vacaville that will be used as temporary housing for up to ten homeless individuals.
- C. Both County and CAN-B wish to define roles and responsibilities for the construction and operation of the pilot Project.

THEREFORE, the parties agree as follows:

Section 1. Roles and Responsibilities

During the term of this MOU, County and CAN-B agree to negotiate in good faith and to undertake the activities described here to complete the Project and will modify this MOU as necessary to address the needs of the Project. Initially, the roles and responsibilities will be as follows:

- a) County will cause to be donated to CAN-B five tiny shelters to be placed on County-owned property at 112 and 128 Brown Street, Vacaville, CA.
- b) County will be responsible for securing case management services and funding if needed through its Health & Social Services Department and/or Veteran's Services Department, if applicable.
- c) CAN-B agrees will provide oversight for the structures including maintenance and minor repairs that may be needed.
- d) CAN-B will retain ownership of the tiny shelters; however, the tiny shelters may not be removed from the County property at 112 and 128 Brown Street (APNS 0129-320-280 and 0129-320-290) in Vacaville without the prior approval of the County Board of Supervisors.

- e) CAN-B agrees to keep tiny shelters funds in a separate account and provide a quarterly account statement to the County of revenues and expenditures.

Section 2. Funding

There is no County General Fund commitment at this time for the tiny shelters. The parties agree to work cooperatively to solicit third party funding to support the Project.

Section 3. Term

This MOU will become effective upon signing by both parties and remain in effect for a period of five years, unless terminated under Section 4 below.

Section 4. Defaults

Default by Either Party: In the event either County or CAN-B fails to comply with the terms of this MOU, the Party claiming a default shall give written notice to the other Party specifying in what manner Party alleged to be in default is violating the terms of this MOU and identifying a date, not sooner than ten (10) working days from the sending of the notice, by which time Defaulting Party must commence negotiating in good faith or must otherwise comply with the terms of this MOU. If, following the passage of the 10-day cure period specified in such notice, Defaulting Party has not brought itself into compliance with the terms of this MOU, this MOU may be terminated by the Party claiming a default. In the event of such termination by the Party claiming a default, the Party claiming a default shall have the sole right to pursue the Project without participation of the Defaulting Party. For purposes of determining default, "negotiation in good faith" shall mean the active pursuit and undertaking of discussions, negotiations, study, or analysis of the Project scope and details.

No Fault Termination: In the event that, despite good faith intentions by County and CAN-B, or in the event that at any time during the term of this MOU, County and CAN-B mutually agree that the Project is not feasible, and they agree therefore to an early termination of this MOU, such a termination of this MOU shall not be considered the fault of either party. In the event of such a termination of this MOU, County shall be entitled to retain title to the structures and CAN-B shall have no further rights against or liability to County under this MOU, unless a mutually agreed-upon alternative giving CAN-B these rights is negotiated.

Section. 5. Limitations

This MOU does not constitute a commitment on the part of either County or CAN-B to commit funds or resources beyond that which is specified and anticipated within this MOU, or is agreed to in writing pursuant to this MOU.

Section 6. Amendment of Alteration of Terms

No addition to, or other alteration of, the terms of this MOU, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by both parties.

Section 7. Severability

If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Section 8. Notices

Formal written notices, demands, correspondence and communications between the County and CAN-B shall be deemed sufficiently given if dispatched by regular, registered or certified mail, postage prepaid to the office of County or CAN-B, as appropriate. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this subsection.

Notices to County:
Solano County
675 Texas St., Ste. 6500
Fairfield, CA 94533
Attn: County Administrator

Notices to CAN-B:
Community Action North Bay
416 Union Avenue
Fairfield, CA 94533
Attn: Executive Director

Section 15. Effective Date

This MOU is effective upon the date of the last signature below.

Birgitta E. Corsello
County Administrator
Solano County

Ruth Matz
Executive Director
Community Action North Bay

Date:_____

Date:_____

5th IMPACT TINY SHELTERS

5th Impact Housing Program Prospective Participants

Qualifications: To be considered for admittance into the 5th Impact tiny homes shelters, prospective program participants shall possess the following: a desire to remain drug/alcohol free, the desire to move from being chronically homeless to renting or owning their own residence, the ability to get along with staff and other residents, the willingness to abide by all house rules and the determination to work an individualized program plan.

Screening: All prospective program participants must meet with the 5th Impact Screening Committee for an intake and assessment appointment before consideration for admittance into the program.

Consent & Authorizations: A consent for release of information and consent for services must be signed before admission into the program.

Checks & Procedures: As part of the intake and admissions process 5th Impact Screening Committee is required to run a local background check on every prospective program participant. This includes but is not limited to a local court records check and a check of the Megan's Law website. Sex offenders are not eligible for admittance into 5th Impact program.

Intake: All other forms must be complete, signed and approved by the 5th Impact Screening Committee before the potential program participant can be admitted into the program.

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5th Impact Housing Program Participant Residency Requirements

Agree to implement all action plans as written in the Individual Service Program Plan.

Agree to take part in or receive services from outside agencies or groups. It is the goal of the 5th Impact project to ensure that each program participant receives all the necessary tools and resources to further the goals as identified in the Individual Service Program Plan with the Case Manager.

Agree to obtain a mental health evaluation and/or screening prior to or after admission into the program.

Agree to respect the rights and property of the other residents and get along with the other residents.

Agree to abide by all house rules.

Agree to follow individualized plan for services.

Agree to attend employment services or apply for SSI/SSDI within the first 30-days upon entry to the program.

Agree to a probationary period when first entering the program which will range from 30 to 90 days.

Agree to a progress review every 30 days by the 5th Impact Screening Committee. The review will include program participation and employment or SSI/SSDI progress.

Agree to give a 30-day written notice if discharging from the program for any reason with an agreed upon move out date pre-arranged with the Volunteer Resident Coordinator. Sheets, towels, storage boxes and all other basic household supplies provided to a program participant for usage by the 5th Impact Project, must be returned at the time of discharge. All personal items need to be removed from the tiny home shelter by the agreed upon move out date. Any property that remains on site after one week of agreed upon move out date will be discarded.

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5th Impact Housing Program Information, Guidelines, & Rules

Behavior: Program participants are expected to conduct themselves in an orderly and socially acceptable manner. Rules of common courtesy, respect, cleanliness, and cooperation will be expected.

Program participants are required to follow all local, state, and federal laws and act in accordance with those rules and regulations.

Program participants are not allowed to disrupt the houses or their fellow program participants with their actions and/or inactions.

Though arguments and verbal altercations may occur from time to time, yelling, screaming or using profanity towards one another or staff is unacceptable behavior.

If a program participant's behavior becomes disruptive due to mental health issues, actions will be taken to resolve the situation, and modify the behavior accordingly.

Program participants need to be cognizant of their own goals, plans, and situations. Each program participant is responsible for taking care of themselves, physically, mentally, medically, financially, and behaviorally.

The 5th Impact tiny homes shelter project is located on Solano County owned property within Vacaville City limits. Tenants/program participants are not to trespass on surrounding residential property, shall not "panhandle or spange" or solicit area residents, and shall not engage in any criminal conduct.

Alcohol and Non-Prescription Drugs: Alcohol, illegal drugs, or non-prescription drug use or possession of any of the above is strictly prohibited from the property.

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Medication Management: All prescription medication being taken must be disclosed to the Volunteer Resident Coordinator. Prescription medication must be taken in the dosage and frequency prescribed. Non-use of prescribed medication may be grounds for removal from the program if behavioral disruption occurs because of the prescribed medication discontinuation. Abuse of prescription medication will not be tolerated. Taking or possessing prescription drugs that are prescribed to someone else is prohibited.

Medication Storage: Each program participant is required to ensure that all of their medications are properly stored at all times. Medications are not to be left out in plain view of others including program participant's roommates. Medications that need to be refrigerated need to be properly labeled and placed in the refrigerator.

It is the program participant's responsibility to ensure that any medications that require refrigeration are stored in an area that is free from any type of contamination.

In an effort to protect and safeguard each program participant's prescribed medications and personal property, each program participant will receive a storage box with their own lock and key at admission. The storage box is to be used by program participants to properly secure their medications and other items as they see fit. The storage box, key, and lock will be maintained by each program participant throughout their program participation.

Each storage box is numbered as are the locks and keys, so that program participants are only able to access their own storage boxes.

The Volunteer Resident Coordinator will possess a spare key to each lock box in case of emergency or a lost key.

When a program participant is discharged from the program, they are required to return the storage box, lock and key to the Volunteer Resident Coordinator.

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Violence: Violence or threats of violence will not be tolerated within the program at any time. Physical confrontation and/or verbal abuse by one program participant towards another program participant for any reason is unacceptable behavior and may result in the immediate discharge of one or both program participants.

An act of violence can be defined as one of the following but is not limited to:

- Physical force exerted for the purpose of violating, damaging, or abusing,
- An instance of physical force, usually effecting or intended to affect injuries, destruction, etc.
- Powerful, untamed, or devastating force, an unjust, unwarranted, or unlawful display of force, to inflict harm upon; damage or violate

In the event of a violent act or threats of violence, the Volunteer Resident Coordinator will contact local law enforcement and report the incident.

Emergencies: Program participants at times may find themselves in a situation in which there is an emergency and they need to call 9-1-1 for assistance. An emergency is any serious situation where a law enforcement officer, fire fighter, or emergency medical help is needed right away.

Some examples of when to call 9-1-1 are as follows:

- Fire - building, car, grass, etc.
- Heart attack or stroke symptoms
- Unconsciousness
- Drowning
- Breathing Problems
- Chocking
- Poisoning
- Crime in progress
- Domestic violence
- Person with a weapon
- Physical altercation between program participants and/or staff
- Serious accident with injuries

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Program participants are **NOT** to call 9-1-1, unless there is a serious situation in which immediate assistance is required.

Some examples of when **NOT** to call 9-1-1 are as follows:

- For information (use 4-1-1)
- Minor car accidents without injuries
- Barking dogs
- Power outage during a storm
- Loud parties
- Weather and road conditions
- For keys locked in a vehicle
- Verbal arguments between program participants and/or staff
- As a prank

In the event that 9-1-1 is called, program participants are required to notify the Volunteer Resident Coordinator immediately and advise him/her of the situation. Program participants should notify the Volunteer Resident Coordinator within 30 minutes of the incident or as soon as reasonably possible.

House Management: The Volunteer Resident Coordinator is responsible for all house management functions and serves as the afterhours contact person. If there is a problem at any of the tiny homes shelters, it is the program participant's responsibility to inform the Volunteer Resident Coordinator of the issue.

If a program participant discovers a housing maintenance problem they need to contact the Volunteer Resident Coordinator, and inform them of the problem.

If a situation and/or incident occurs after regular business hours (4:00 p.m. – 9:00 a.m.) and it requires urgent and/or immediate contact or notification program participants are to contact the Volunteer Resident Coordinator.

Some examples of when to call the Volunteer Resident Coordinator after hours are:

- When 9-1-1 is called for any reason
- When a verbal or physical altercation among program participants occurs

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- When a program participant feels threatened
- When a program participant wants to harm themselves or others
- During any crisis situation where intervention is needed
- When a program participant needs to speak to someone about an issue that occurred and they are unsure of what to do or how to handle a situation that has occurred at the houses
- When there is a disruption of the houses and assistance is needed
- When there is a natural disaster in relation to and directly affecting the tiny homes shelters
- When a program participant has a family emergency and assistance is needed
- When a program participant appears to be mentally or medically unstable

Examples of when **NOT** to call the Volunteer Resident Coordinator after hours are:

- To discuss case management services
- To discuss future transportation needs
- To discuss future medical appointments
- To discuss the status of household supplies
- To discuss any issues that can and need to be taken care of during regular business hours

Open fires are not permitted in or on the property of the 5th Impact tiny homes shelter project.

Each Structure will have a smoke detector and a fire extinguisher. Community Action North Bay, Vacaville Fire Department, and Solano County shall have the right, upon reasonable notice, to ensure that all smoke detectors and fire extinguishers are in working order.

Smoking: Smoking is only permitted in the designated areas. Smoking within 10 feet of any doorway is forbidden. Smoking inside the tiny homes shelters is prohibited for any reason at any time.

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It is the program participant's responsibility to properly dispose of all ashes and cigarette butts properly. Proper receptacles on site are to be used to avoid fire danger and littering.

Tiny Home Shelter Activities: Gate entrance will remain closed from 10pm-6am with exceptions for emergency or individual work schedules if employed.

Guests are not permitted on site. Tenants must visit friends and family off site.

Quiet will be maintained from 11:00 pm - 7:00 am in all common areas inside and outside the houses. Loud music, watching TV, utilizing the computer, playing video games and loud talking is prohibited during this time.

Tenant Attendance: Program participants are required to have an overnight stay in the tiny homes shelters each day of tenancy. Exceptions will be made for emergencies and family emergencies.

The Volunteer Resident Coordinator will monitor tenant attendance regularly.

Site Clean-Up & Maintenance Duties: Duties will be assigned to each program participant upon entry into the program. The maintenance duties list will be posted once a month with each program participant receiving a designated time to complete duties.

Clean-Up and Maintenance descriptions and expectations are posted in each house for program participants to review when needed.

If a program participant refuses to complete their assigned clean-up and maintenance duties without good cause or if they complete the duties in a manner that is unsatisfactory, they will be given a verbal warning followed by further consequences which could lead to the program participant being discharged from the program.

Trash receptacles will be provided on property; the tenant/program participant agrees to use such containers, not allow accumulation of trash, and keep the property grounds clean and orderly.

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Laundry: Program participants are responsible for washing their own clothes, towels, bedding and other items on a weekly or an as needed basis.

Bedrooms: Program participants are expected to keep their tiny homes shelter clean and neat at all times. Beds must be made every morning and rooms must be inspection ready at all times. Tiny homes shelters should be free of clutter and all areas easily accessible.

The Volunteer Resident Coordinator, law enforcement, Community Action North Bay, or Solano County staff has the right to enter any tiny home shelter at any time. The Volunteer Resident Coordinator will monitor and inspect tiny home shelters as needed. The program participant does not have to be present for staff to enter and search a room.

Food: Program participants are required to furnish their own food. This can be done through income based purchases, food subsidy assistance programs (Cal-fresh), or meal services offered by the faith and nonprofit communities.

Program participants need to write their name and date on their food items when at all possible to avoid any potential problems or confusion regarding who bought what and who's food is whose.

Expired foods should be disposed of when they are discovered to follow basic health regulations and standards.

Personal Belonging's - Program participants are only allowed to bring in a limited number of personal items. Personal belongings need to be limited to necessities only, as the 5th Impact tiny homes shelters have limited space. The type and quantity of personal belongings that enter the houses needs to be pre-approved by the Volunteer Resident Coordinator. Any belongings that a program participant brings into the houses are done so at their own risk.

Examples of items that program participants are allowed to bring into the houses:

- Clothing
- Personal Hygiene items
- Medications
- Personal food items (No expired food)

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Examples of items that program participants are prohibited to bring on to 5th Impact property:

- A weapon of any nature including but not limited to guns, knives, brass knuckles etc.
- Alcohol of any nature, including but not limited to wine, vodka, beer etc.)
- Drugs and drug paraphernalia
- Television set(s)
- Vacuum cleaner
- Tools
- Air mattresses
- Any and all furniture

If a program participant utilizes any of their personal belongings in the houses and the item is broken or becomes non-operational, the 5th Impact Project is not responsible for the replacement, repair or the disposal of the items.

Pets: There will be animal kennels for tenants to keep their pets in while on site. Animals must remain kenneled or kept on a leash 6 feet or shorter while on the 5th Impact property.

Animals are prohibited inside the tiny homes shelters.

Tenants are responsible for proper clean-up and disposal of all animal messes.

Tenant is liable for their animal's behavior. If an animal is found to be a danger to other animals or tenants, the owner must remove the animal from the premises.

Vehicles – Only one personal vehicle per program participant is allowed. Vehicles need to be operational, properly registered and properly insured at all times. Only registered and insured vehicles are to be parked on Brown Street adjacent to the 5th Impact tiny home shelters.

The California Penal Code states that no vehicle shall be parked on a city street for more than 72 hours without moving. Therefore, all program participants with vehicles are required to move their vehicles on a regular basis. If a vehicle is ticketed or towed as a result of violating any state law, the program participant is responsible for rectifying the situation.

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Program participants need to provide the 5th Impact Screening Committee with proof of vehicle registration and insurance bi-annually or at any time a change occurs. If a program participant has a vehicle but does not have a valid driver's license, they too need to ensure that they move or have their vehicle moved on a regular basis.

If a program participant's vehicle becomes non-operational while in the program, they are responsible for removing the vehicle from Brown Street.

Donations: Program participants are not permitted to solicit or accept donations of furniture, clothing, household items, electronics, appliances or any other item without prior authorization from the Volunteer Resident Coordinator.

Recycling: Program participants are expected to properly recycle all of their eligible household supplies and containers. Recycling information is posted in each house. Program participants are expected to review the information and ensure that proper recycling occurs on a weekly basis in conjunction with sanitation service pick-up.

Rule Violation Warnings: Verbal warnings will be communicated to the program participant by the Volunteer Resident Coordinator for minor infractions of the program rules.

Written warnings may be issued to program participants for rule infractions that are repeated or are of a serious nature.

Upon issuance of a first written warning, the Volunteer Resident Coordinator will meet with the program participant to discuss the problem. A copy will be kept in the program participant's file.

Upon issuance of a second written warning, care plan providers will be notified by the Volunteer Resident Coordinator. A copy will be kept in the program participant's file.

Upon receipt of a third written warning the 5th Impact Screening Committee will meet with the program participant to decide if removal from the program is in order.

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Common Violations: Any of the following are common violations which may result in corrective measures being taken

- Disobeying or ignoring the Volunteer Resident Coordinator's directions
- Not complying in good faith with the agreed upon program plan
- Not keeping public / community living areas clean
- Refusing to do the assigned weekly chores without good cause
- Conducting yourself in an socially inappropriate manner
- Being disrespectful to staff or other program participants
- Continued and unnecessary verbal altercations with other program participants
- Gossiping or creating unnecessary drama within the houses and/or program
- Causing disruption to the houses and/or program
- Bringing negative attention to the houses and/or program

Severe Violations: Any of the following are severe violations that may result in immediate discharge from the program

- Having a visitor stay over at night
- Stealing from other residents
- Any act of violence/intimidation against staff, or other program participants
- Intentionally vandalizing 5th Impact property

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Agreement & Disclaimer: This agreement is entered into between _____ (the tenant/program participant), Community Action North Bay (owner of Tuffshed tiny shelter units), and Solano County (owner of the land located on Brown Street directly behind the William J. Carroll Center in which Tuffshed tiny home shelters are placed). Community Action North Bay and Solano County, agree to provide emergency temporary shelter to the tenant/program participant for a limited period without charge. It is Community Action North Bay and Solano County's intention by this agreement to offset negative public consequences and expenditures of the displacement of persons. Community Action North Bay and Solano County, reserve the right to change, amend, update or make additions to the 5th Impact Housing Program Information, Guidelines, and Rules at any time. Community Action North Bay and Solano County also have the right to interpret and apply the Information, Guidelines, and Rules at their own discretion and may do so differently on a case by case basis.

Tenant/Program Participant

Signature:	Date:
Print:	

5th Impact Screening Committee

Signature:	Date:
Print:	
Signature:	Date:
Print:	
Signature:	Date:
Print:	

Initials: _____ Date: _____